

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
December 3, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 20, 2018
- III. EXAMINATION OF CLAIMS** –November 30, 2018 for \$435,981.79
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 21, 2018 for \$31,739.69
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** CTP Update Report
- VI. NEW BUSINESS**
 - A.** Resolution 18-81: Approval of Amended Project Review and Approval Form Regarding 4th Street and Trades District Garages
 - B.** Resolution 18-82: Approval of Reallocation of Funding for Phase 5 of the Cascades Park Trail
 - C.** Resolution 18-83: Approval of Project Agreement with Morton Street Properties
 - D.** Resolution 18-84: Approval of Contract with Bledsoe Riggert Cooper James for Platting of the West of Rogers Parcels Within the Trades District
 - E.** Resolution 18-85: Approval of Funding for Due Diligence and Phase 2 Environmental Assessment of the IU Hospital Site at 2nd and Rogers
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, November 20, 2018, at 12:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, and David Walter

Commissioners Absent: Kelly Smith, Mary Alice Rickert, and Eric Sandweiss

Staff Present: Doris Sims, Director, Housing and Neighborhood Development;
Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department;

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the November 5, 2018, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim registers for November 2, 2018, for \$1,417,989.84 and November 16, 2018, for \$190,935.57. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri moved to approve the payroll registers for October 26, 2018, for \$31,894.71 and November 9, 2018, for \$31,972.71. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

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

C. Treasurer's Report. Jeff Underwood was not available.

D. CTP Update. Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Resolution 18-77: Broker Agreement Approval – F.C. Tucker.

Chris Cockerham is the agent for F.C. Tucker. Alex Crowley stated this agreement is for a service to help isolate, negotiate, and potentially purchase parcels that we feel are of strategic importance to the RDC and the City. The service also includes help with disposal, if needed.

Larry Allen pointed out that the hourly rate in the resolution should have been \$125 per hour and not \$150 per hour. Allen updated the resolution before the meeting.

Sue Sgambelluri moved to approve Resolution 18-77. Eric Sandweiss seconded the motion. The board unanimously approved.

B. Resolution 18-78: Broker Agreement Approval – Colliers International. Dave Harstad represents Colliers International. Crowley stated this agreement focuses on properties around the Trades District and the sale of parcels.

David Walter moved to approve 18-78. Sue Sgambelluri seconded the motion. The board unanimously approved.

- C. Resolution 18-79: Extension of Funding for Weddle Bros. Weddle Bros. is the construction manager for the Trades District project, Dimension Mill, and the infrastructure around that site. The infrastructure needs some finishing touches—particularly finishing the paving of the roads. The original deadline is December 31, 2018, and staff is requesting an extension through July 31, 2019.

David Walter moved to approve Resolution 18-79. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

**18-81
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM
REGARDING 4th STREET AND TRADES DISTRICT GARAGES**

WHEREAS, on October 15, 2018, the City of Bloomington (“City”) brought the Redevelopment Commission of the City of Bloomington (“RDC”) a Project Review and Approval Form (“Form”) which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and

WHEREAS, the RDC approved that Form with RDC Resolution 18-67; and

WHEREAS, the RDC approved an amended Form in Resolution 18-81, which added particular sustainable design and features that were contemplated as part of the project; and

WHEREAS, based on feedback from the City Council during its consideration of the project, the City and the RDC desires to memorialize its commitment to additional features and design elements for the garage projects; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which reflects the features that both the City and the RDC desires to include as part of the Project; and

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

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in more detail in the attached Amended Form.
2. The RDC reaffirms that the Project has a valid public purpose, and approves the Project.

3. The expenditure of funds is not approved by this Resolution. Any previous approval of funding relating to this Project is unaffected by this Resolution. Additional funding that is necessitated by the Amended Form will be approved separately.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street & Trades District Garages

Project Manager(s): Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage and **Trades** District Garage. The 4th Street Garage includes demolition of the existing garage and construction **of no more than 550** parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- A structure that allows for part or most of the garage to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the reliance on coal-powered energy for power and the electric vehicle charging stations;
- Bicycle parking;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- **Dedicated carpool parking;**
- A maintenance and caretaking plan for the life of the garage;
- **Attractive retail space on the ground floor;**
- **At least one public restroom;**
- **A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);**
- **Parksmart Sustainability Certification;** and

- The design should also explore the options of public art and architecturally significant design that would enhance the space of downtown Bloomington.

The Trades District Garage includes up to **300** parking spaces. As with the 4th Street Garage, the City and the RDC reiterates its commitment to building a garage within the Trades District that has many, if not all, of the sustainability features listed above, including but not limited to:

- A structure that allows for part or most of the garage to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the reliance on coal-powered energy for power and the electric vehicle charging stations;
- Bicycle parking;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- Parksmart Sustainability Certification;
- A maintenance and caretaking plan for the life of the garage; and
- The design should also be an architecturally significant design that would enhance and highlight the Trades District.

Project Timeline: **Start Date:** **Fall 2018**
 End Date: **Summer 2020**

Financial Information:

Estimated full cost of project:	\$25,792,375
Sources of funds:	2018-19 Revenue Bonds; Consolidated TIF

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$1,005,750	Fall 2018 – Summer 2020
2 Construction Manager Contract	\$614,625	Fall 2018 – Summer 2020
3 Demolition of Old Fourth Street Garage	\$750,000	Winter 2019
3 Construction	\$22,200,000	Winter 2019- Summer 2020
4 Public Art	\$222,000	Winter 2019- Summer 2026
5 Contingency	\$1,000,000 ¹	Summer 2020

TIF District: Consolidated TIF (Expanded Downtown)

¹ This is estimated to be approximately 5% of the construction cost.

Resolution History: 18-67: Approval of Project Review Form
18-76: Approval of Amended Project Review Form
18-81: Approval of Amended Project Review Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-82
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF REALLOCATION OF FUNDING FOR
PHASE 5 OF THE CASCADES PARK TRAIL**

- 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 North Kinser Pike and Prow Road Economic Development Area (“North Kinser Pike TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS,** the North Kinser Pike TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS,** tax increment from the North Kinser Pike TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the North Kinser Pike TIF or that serve the North Kinser Pike TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the North Kinser Pike TIF or that are physically connected to the North Kinser Pike TIF; and
- WHEREAS,** on June 6, 2016, in Resolution 16-25, the RDC approved a Project Review & Approval Form (“Form”) which sought the support of the RDC to construct phase 4 of the Cascades Park Trail; and
- WHEREAS,** the RDC subsequently approved a design contract and approved funding not to exceed \$68,700 in Resolution 16-38; and
- WHEREAS,** Eighteen Thousand Dollars (\$18,000.00) of allocated funding remains available within the North Kinser Pike TIF from the design portion of phase 4 of the Cascades Park Trail project; and
- WHEREAS,** the City desires to reallocate the funding to be used for the study and evaluation of Phase 5 Cascades Park Trail options, which is a proposed trail connection from Clubhouse Drive through Lower Cascades Park to Miller-Showers Park (the “Project”); and
- WHEREAS,** the construction of Project will be funded by Bloomington’s Bicentennial Trails and Trees Park Bond, which was approved by Bloomington’s Common Council and the Board of Park Commissioners; and
- WHEREAS,** the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the cost of the Project, the total project cost, and the expected timeframe of the Project, which is attached to this Resolution as Exhibit A.

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

1. The RDC reiterates that the Project is an appropriate use of the North Kinser Pike TIF, it serves the public's interest, and reaffirms its support of the Project, as set forth in the Amended Form.
2. The RDC hereby approves reallocation of the remaining funds of an amount not to exceed \$18,000.00 from the North Kinser Pike TIF for the services described in more detail in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City's claims process.
3. The funding authorizations contained in this Resolution shall terminate on December 31, 2019, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Cascades Trail – Phase 4

Project Manager: Dave Williams / Parks
John Turnbull / Parks

Project Description: Construction of a .53 mile paved sidepath alongside Kinser Pike with associated Cascades Golf Course hole and tee realignments

The project would construct Phase 4 of the proposed five phases of the Cascades Park Trail. The paved, 8' wide trail would be approximately ½ mile in length from the intersection of Clubhouse Drive and Kinser Pike and continuing west and north on Kinser Pike to the entrance of the Northwoods neighborhood.

Preliminary design work began on this project in 2010 and is approximately 55% complete. No land acquisition will be required as the trail route lies within street R/W and City owned Cascades Golf Course property. Three golf hole tees on the Pine course would need to be reconstructed along with realignments of some golf cart path sections and irrigation systems. Please see attached aerial photo. The first two phases of trail construction were TIF funded and have been completed. The third phase will be constructed as part of the Old SR 37/North Dunn St. realignment project in the Public Works department scheduled for completion in 2017. The fifth and final proposed phase would extend the trail south from Clubhouse Drive through Lower Cascades Park to College Ave. and Miller-Showers Park.

Project Timeline: **Cascades Trail Phase 4**
Design and Bidding– 2016
Construction – 2017/18

Financial Information:

Estimated full cost of project:	\$675,000
Resolution 16-25 – Approved 6/6/16	
Sources of funds:	North Kinser/Prow Rd. TIF

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.

The Parks department has negotiated a fee of \$68,700 with Eagle Ridge Civil Engineering Services to complete project design, estimate construction costs, prepare bidding documents, secure required permits, design golf course hole and irrigation system modifications, and provide administrative and inspection support services during construction.

Cascades Trail Phase 4 - Project Design - Funding Request for Consultant Services

Resolution 16-25 – Approved 6/6/16

Project status as of 11/1/18

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline (Revised)</u>
1 Project Review and Approval		6/6/16 - completed
1a Review/Approval of Funding for Consultant Contract	\$68,700	8/15/16 – completed
1b Construction contract approval (Park Board)		8/23/16 - completed
2 Final Design Plans completed		2/2017 – completed
2a Bidding and Contract Award		3/2017
2b Construction Start		4/2017
2c Construction Substantial Completion		12/30/17
2d Warranty Inspection and Project Closeout		4/30/17

Project Phase/Work tasks 2a-2d have not been completed due to insufficient funds in the Acuff/Prow TIF account required to proceed with bidding and construction of the Cascades Trail Phase 4 project.

An allocation of \$18,000 on the consultant contract with Eagle Ridge Civil Engineering Services remains on Cascades Trail 4 for the project bid, construction inspection, and project closeout. We are requesting these funds be reallocated to Eagle Ridge for the purpose of conducting a thorough *Cascades Trail South Branch Review* study. This trail route (Cascades Trail Phase 5) proposes to construct a trail connection from Clubhouse Dr. through Lower Cascades Park south approximately 1.2 miles to a connection with Miller-Showers Park. The study would evaluate all alternatives for this route; off-road, on road, a combination of both on and off road, and would recommend a preferred alternative for trail construction. The consideration of an on road bike/ped facility is a relatively new development and was not included in Eagle Creek's *Cascades Trails Master Plan* which was completed in 2007. Eagle Ridge has also served as the design consultant for all Cascades Trails designed and constructed to date. Funding for construction of the Phase 5 Cascades Trail was included in the recently approved *Bicentennial Trails and Trees Park Bond*.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**18-83
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF PROJECT AGREEMENT WITH MORTON STREET PROPERTIES

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property which is northeast of the Showers Building and currently used as a parking lot, which is known as the Red Lot or the North Showers Lot; and
- WHEREAS, on August 15, 2015, the RDC approved Resolution 15-60, which approved a Project Review and Approval Form (“Form”) regarding the first phase of infrastructure improvements in the CTP (the “Project”); and
- WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property, such as the Red Lot, for sale; and
- WHEREAS, the RDC went through the process set forth in Indiana Code § 36-7-14-22, including obtaining appraisals, publishing a Notice of Offering as approved by Resolution 17-62, and opening the responses to the Notice of Offering at a public meeting; and
- WHEREAS, in Resolutions 17-92 and 18-36, the RDC authorized an agreement to exchange a portion of the Red Lot for another property in the Trades District with Morton Street Properties, LLC (“Morton Street”); and
- WHEREAS, in addition to the interest shown by Morton Street, the County also expressed an interest and submitted an offer for the purchase of the remainder of the Red Lot; and
- WHEREAS, based upon extensive negotiations, Staff recommends that the Redevelopment Commission approve a Purchase Agreement with Monroe County, which is attached to this Resolution as Exhibit A, for the purchase of the remainder of the Red Lot; and
- WHEREAS, the Agreement sets out that the County will pay One Million Dollars (\$1,000,000) for the remainder of the Red Lot, and was approved by the Monroe County Commissioners on November 21, 2018.

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

1. The RDC reaffirms its support of the Project and of the disposition of the land, and it reiterates that it serves the public's best interests.
2. The RDC approves the Purchase Agreement that has been attached to this Resolution as Exhibit A.
3. The RDC authorizes RDC President Donald Griffin or his successor to execute the Project Agreement, and all documents referenced or necessary to further the RDC's objectives under the Purchase Agreement, on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

CONTRACT FOR PURCHASE OF REAL ESTATE

Monroe County Board of Commissioners, Monroe County Indiana, an Indiana governmental unit ("Purchaser"), and **City of Bloomington Redevelopment Commission.**, ("Seller"), agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Purchaser agrees to purchase and the Seller agrees to sell real estate and other property located in Bloomington, Monroe County, Indiana, as described on the attached *Exhibit A*, and including all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located (all referred to as the "Property").
2. **Purchase Price.** The purchase price shall be One Million Dollars (\$1,000,000) ("Purchase Price"). On closing this transaction, the Purchaser shall pay the Purchase Price to the Seller.
3. **Conditions of Contract.** In addition to other provisions of this Contract, the Purchaser's obligations hereunder are subject to satisfaction of the following conditions, unless waived in whole or in part by the Purchaser:
 - 3.1 **Funding Approval.** The Purchaser's obligation under this Contract is subject to the Purchaser's ability to obtain approval of funding through the Monroe County Council.
 - 3.2 **Appraisal.** Agreement is not contingent on the County appraisals.
 - 3.3 **Environmental.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the environmental inspections, studies, and reports that the Purchaser receives. In the Purchaser's sole discretion, there shall not be unacceptable levels of contamination of hazardous materials on the Property.
 - 3.4 **Due Diligence.** The Purchaser's obligation under this Contract is subject to the Purchaser determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the Purchaser's receipt of financing, appraisals, the lease, studies, inspections, reports, parking availability, and other information.
 - 3.4.1 **Existing Documents.** Within twenty (20) days after the execution of this Contract, the Seller shall provide the Purchaser with copies of the Seller's title insurance commitment or policy, and copies of any reports, surveys or other documents affecting the Property, including

but not limited to soils reports, geotechnical reports, environmental reports or surveys, and plans.

3.4.2 **Right of Entry.** Prior to closing, the Purchaser, its agents, and its representatives shall be entitled to enter upon the Property, in coordination with the existing tenant, for inspections, surveys, soil tests, environmental testing, evaluation of tenant, examination, and land-use planning. All studies and inspections shall be carried out during reasonable hours in coordination with the existing tenant and at no cost to the Seller.

3.4.3 **Due Diligence Period.** The Purchaser shall have until January 14, 2018, to determine if the Property, in the Purchaser's sole discretion, is suitable for its needs ("Due Diligence Period"). Such studies and inspections include, but are not limited to, market studies, soil tests, environmental studies, architectural drawings, leasehold negotiations with current tenant, and other such tests as determined advisable by the Purchaser.

If the Purchaser delivers to the Seller a written request for repairs, changes or remediation in response to the studies and inspections, the Seller shall have fifteen (15) days to respond to the Purchaser.

3.4.4 **Right to Terminate Contract.** If the Purchaser determines, in its sole discretion, that the Property is unsuitable for its needs and gives written notice of the same to the Seller during the Due Diligence Period or any extension, then this Contract shall become null and void. If the Purchaser elects not to terminate this Contract within the Due Diligence Period or any extension, then this Contract shall remain in full force and effect, and the transaction shall continue to closing.

3.4.5 **Right to Assign Contract.** The Purchaser may assign this contract to Monroe County Jail, Law Enforcement, and Governmental Space Building Corporation.

3.5 **No Encroachments.** All improvements on the Property shall be located entirely within the bounds of the Property and there shall be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Property.

3.6 **Marketable Title.** Marketable title to the Property shall be conveyed to the Purchaser subject only to:

3.6.1 Covenants, conditions, restrictions and easements, if any, satisfactory

to the Purchaser, in the Purchaser's sole discretion;

3.6.2 Liens which the Purchaser agrees to pay;

3.6.3 Zoning ordinances and other governmental restrictions affecting the use of the Property, satisfactory to the Purchaser, in the Purchaser's sole discretion.

4. **Survey and Title Evidence.**

4.1 **Title Insurance.** The Seller, at the Seller's expense, shall furnish the Purchaser an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a company acceptable to the Purchaser insuring marketable title subject to standard exceptions and such exceptions as are permitted by this Contract.

4.2 **Survey.** The Purchaser may acquire a plat or survey of the Property at the Purchaser's expense.

4.3 **Charges.** Other than those otherwise indicated above. All other closing costs shall be split equally between the Seller and Purchaser.

5. **Assessments.** If applicable, the Seller shall pay assessments for public improvements becoming a lien prior to closing.

6. **Tenant Estoppel Letter, Assignment of Lease, and Pro-Ration of Rent.** Within thirty (30) days, of the execution of this Contract, but no later than January 2, 2019, the Seller agrees to deliver to the Purchaser a copy of the existing leases of the Property. Other than the existing leases, Seller warrants no other person is using or has any right to use, possess or occupy the Property or any part thereof. There are no leases, contracts or agreements with respect to the Property that shall survive the closing other than said leases.

7. **Risk of Loss.** The Seller shall bear the risk of loss or damage to the improvements occurring subsequent to the acceptance of this Contract and until delivery of the deed.

8. **Environmental Concerns.** The Seller hereby covenants, to the best of the Seller's knowledge and belief: (a) the Property is not, or ever was contaminated with hazardous substance; (b) the Seller has not knowingly caused and will not cause the release of any hazardous substance on the Property, and will remediate any releases caused by the Seller until possession is relinquished; (c) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or threat or likelihood thereof, for the cleanup, removal or remediation of any such hazardous substance from the Property; (e) there is no asbestos on the Property; (f)

there is no underground storage tank on the Property; and (g) by acquiring the Property, the Purchaser will not incur or be subjected to any "superfund" liability for the clean-up, removal or remediation of any hazardous substance from the Property or any liability for such conditions, or the costs or expenses for the removal of any asbestos or underground storage tank from the Property.

The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601 and I.C. 13-7-8.7-1, provided, however, that the term "hazardous substance" as used herein also shall include "hazardous substance" as defined in paragraph (8) of 43 U.S.C. Section 9603 and "petroleum" as defined in paragraph (5) of 42 U.S.C. Section 9661. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Action, as amended, and any similar state statute or local ordinance applicable to the Property, including, without limitation, I.C. 13-7-5-1, et seq., and I.C. 13-7-8.7-1, et seq., I.C. 13-7-22.5-1 et seq., and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. Section 9661.

9. **Default.** If either party refuses to perform as required, the refusing party's sole obligation shall be to pay the other party Five Hundred Dollars (\$500.00) as liquidated damages.

10. **Closing and Possession.**

10.1 **Closing Date.** The transaction shall be closed at a time and place acceptable to both parties after all conditions have been met, however such closing shall not exceed 30 days from when the Purchaser gives written notification that all conditions have been met to close or February 14, 2019, whichever is sooner.

10.2 **Extension of Closing Date.** Either party may request and receive a thirty (30) day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, or environmental remediation provided that such delay does not result from the fault of the party requesting the extension.

10.3 **Deed and Affidavit.** At closing, the Seller shall deliver to the Purchaser an executed general Warranty Deed in recordable form conveying marketable title to the Property subject only to exceptions permitted by this Contract together with an executed Seller's Affidavit satisfactory to the Purchaser.

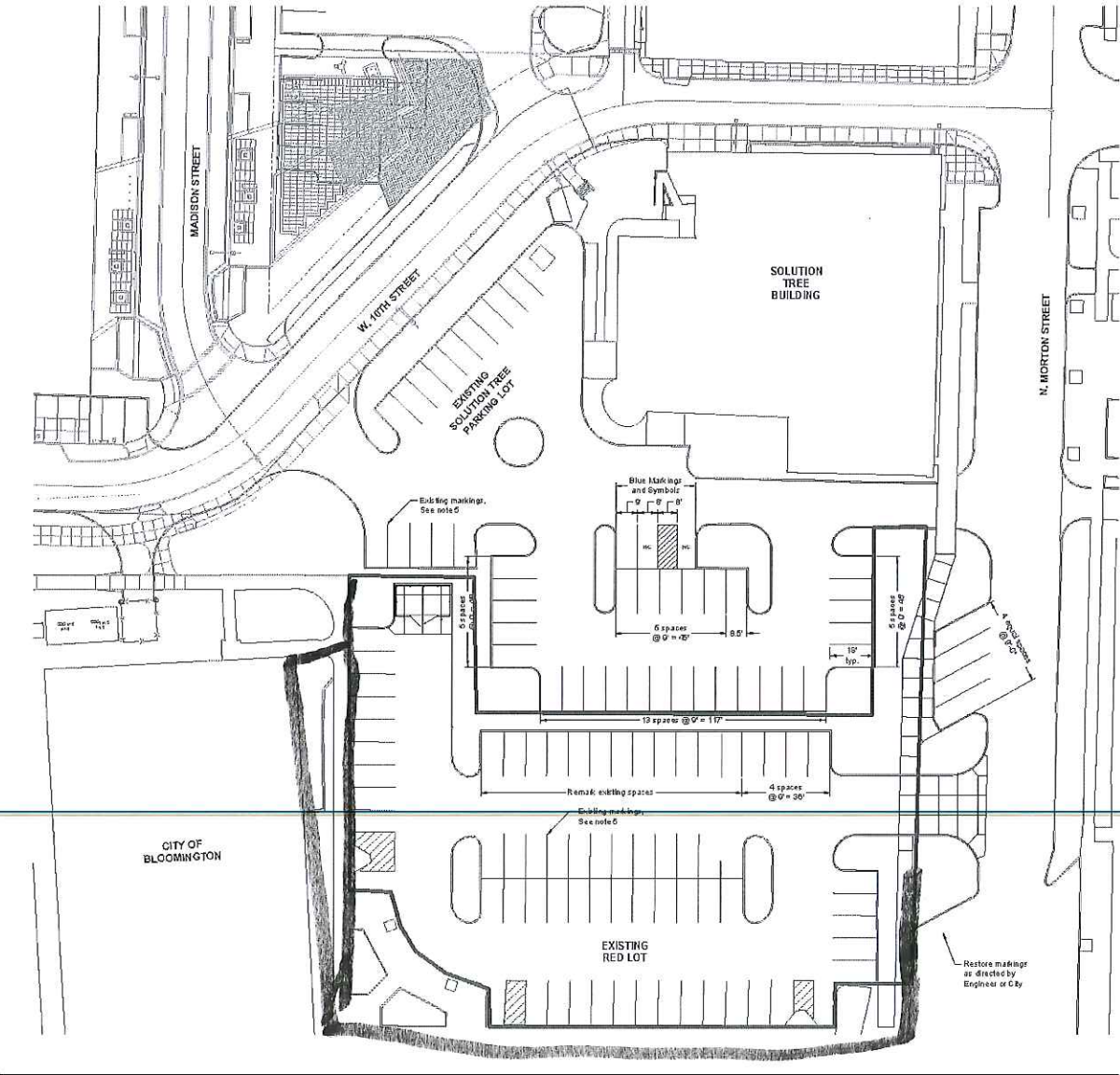
10.4 **Possession.** Possession of the Property shall be delivered to the Purchaser at closing.

11. **Other Contractual Provisions.**

- 11.1 **Assignment.** The rights and interests of Purchaser under this Contract may be assigned.
- 11.2 **No Brokerage Fees.** The parties certify to each other that no realtors or brokers have been involved in the transaction and that no fees or commissions will be paid or claimed as a result of this transaction.
- 11.3 **Authority of Parties.** The parties represent to each other that each has full power and authority to enter into and perform this Contract, and furthermore that the delivery and performance of this Contract has been duly authorized by all necessary action.
- 11.4 **Execution Date.** This Contract shall be null and void if not fully executed by the parties on or before November 20, 2018, and delivered to the Purchaser before such date.
- 11.5 **As-Is Condition.** Purchaser acknowledges and agrees that, except as specifically provided in this agreement: (A) Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promise, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the physical condition of the property and any improvements located thereon and compliance with any applicable federal, state, or local laws, statutes, rules, regulations, and ordinances; and (B) at closing purchaser shall accept the property "as is, where is, with all faults." Seller and Purchaser agree that the provisions of this section shall survive closing.

EXHIBIT A

ORIG PLAT LOTS 273 & 274



Dated this 21 day of November, 2018.

SELLER
City of Bloomington
Redevelopment Commission

PURCHASER
Monroe County Board of
Commissioners

Donald Griffin, President



Amanda Barge, President

Attest:

Mary Alice Rickert, Secretary

Not present

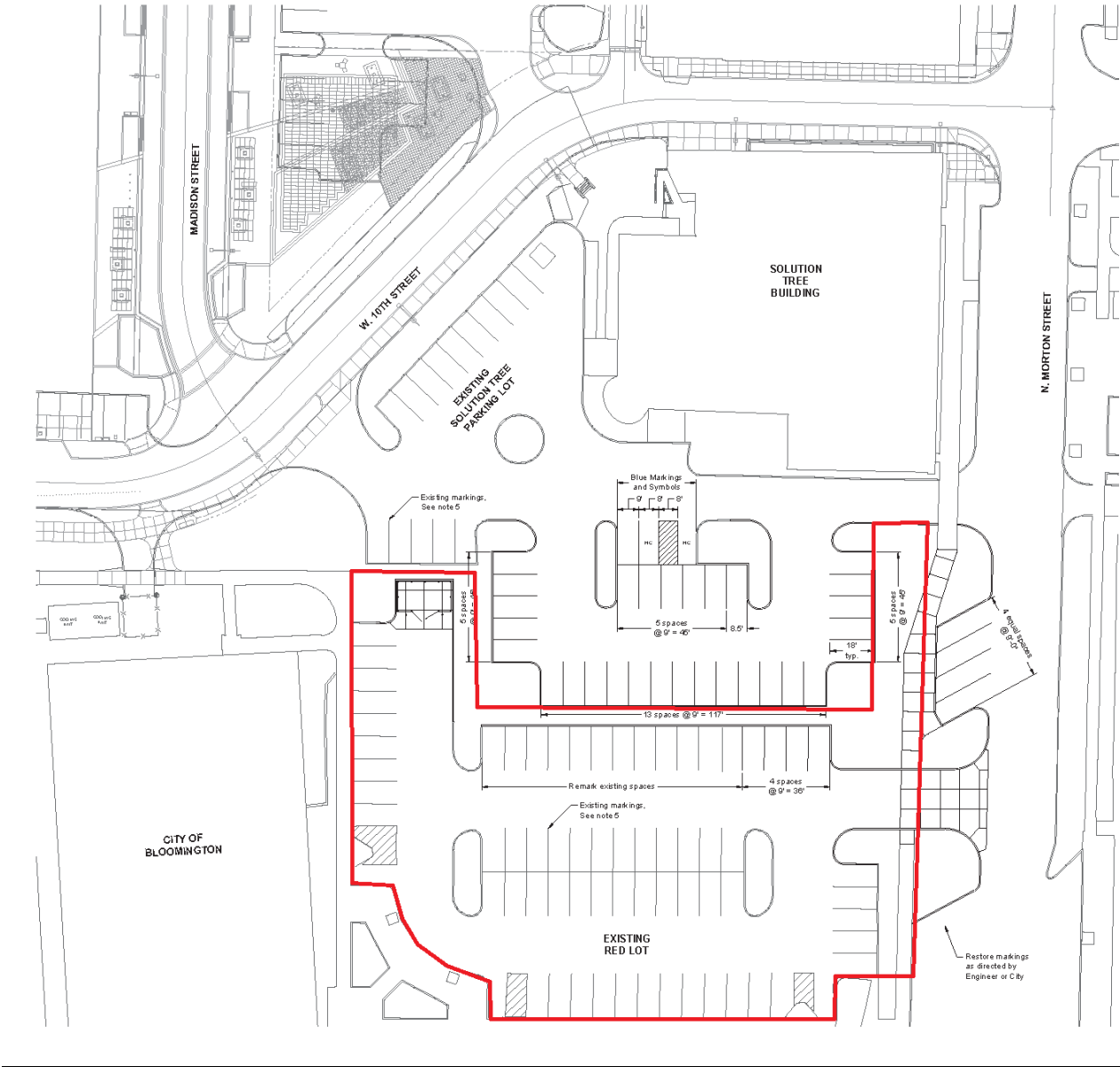
Patrick Stoffers, Vice President



Julie Thomas, Member

RED LOT

ORIG PLAT LOTS 273 & 274



**18-84
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT WITH BLEDSOE RIGGERT COOPER JAMES FOR
PLATTING OF THE WEST OF ROGERS PARCELS WITHIN THE TRADES DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, the CTP, also known as the Trades District, is located inside the Downtown Area of the Consolidated Redevelopment Area (“Consolidated TIF”); and
- WHEREAS, part of the property that was acquired by the RDC is west of North Rogers Street, south of West 11th Street, east of Bender Lumber, and north of the B-Line Trail (the “West Rogers Parcels”); and
- WHEREAS, in Resolution 17-14, the RDC approved replatting of the southern portion of this property so that the property could be transferred to Pedcor; and
- WHEREAS, in order for the RDC and the City to market the northern portion of the property, it was necessary to adjust the property lines of the West Rogers Parcels, which required assistance from a surveyor to prepare the necessary documentation (“Platting Services”); and
- WHEREAS, the RDC approved an Agreement with BRCJ for the Platting Services in Resolution 18-69; and
- WHEREAS, Staff has negotiated an Addendum to the Agreement with BRCJ, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, BRCJ is willing to provide the additional service of providing a full legal description for the parking lot that is north of the Showers Building known as the Red Lot, in preparation for transfer to the County; and
- WHEREAS, the cost for these services will remain within the not to exceed amount of the original agreement, which was not to exceed a total of Three Thousand Dollars (\$3,000.00); and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the Platting Services; and

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that platting the northern property serves the public's best interest.
2. The RDC hereby approves the addendum to the Agreement as described in more detail in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims process.
3. The RDC hereby authorizes Donald Griffin to sign the Addendum to the Agreement with BRCJ.
4. The funding authorizations approved in Resolution 18-69 remain in effect and are not otherwise altered by the Addendum or this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**FIRST ADDENDUM TO AGREEMENT WITH BLEDSOE RIGGERT COOPER
JAMES**

This Addendum supplements the Agreement between City of Bloomington Redevelopment Commission and Bledsoe Riggert Cooper James (“BRCJ”) for platting services in The Trades District (“Agreement”) as follows:

1. Services: Section 2 of the Agreement provided that BRCJ was to provide particularized platting services as they related to property depicted in Exhibit A to the Agreement.
2. The agreement allowed for an option to add particular services including the preparation of exhibit and legal descriptions of property necessary to vacate existing right of way.
3. The Commission and BRCJ believe it is in the best interest of the project to add to the scope of services the following to the lettered list in Section 2 of the Agreement:
“e. Preparation of legal description for the parking lot to the north of the Showers Building known as the Red Lot in preparation for transfer to the County”
4. The Red Lot is that land which is depicted in Exhibit A to this Addendum.
5. In all other respects, the Agreement shall remain in effect as originally written.

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

REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

BLEDSOE RIGGERT COOPER JAMES

Printed Name, Title

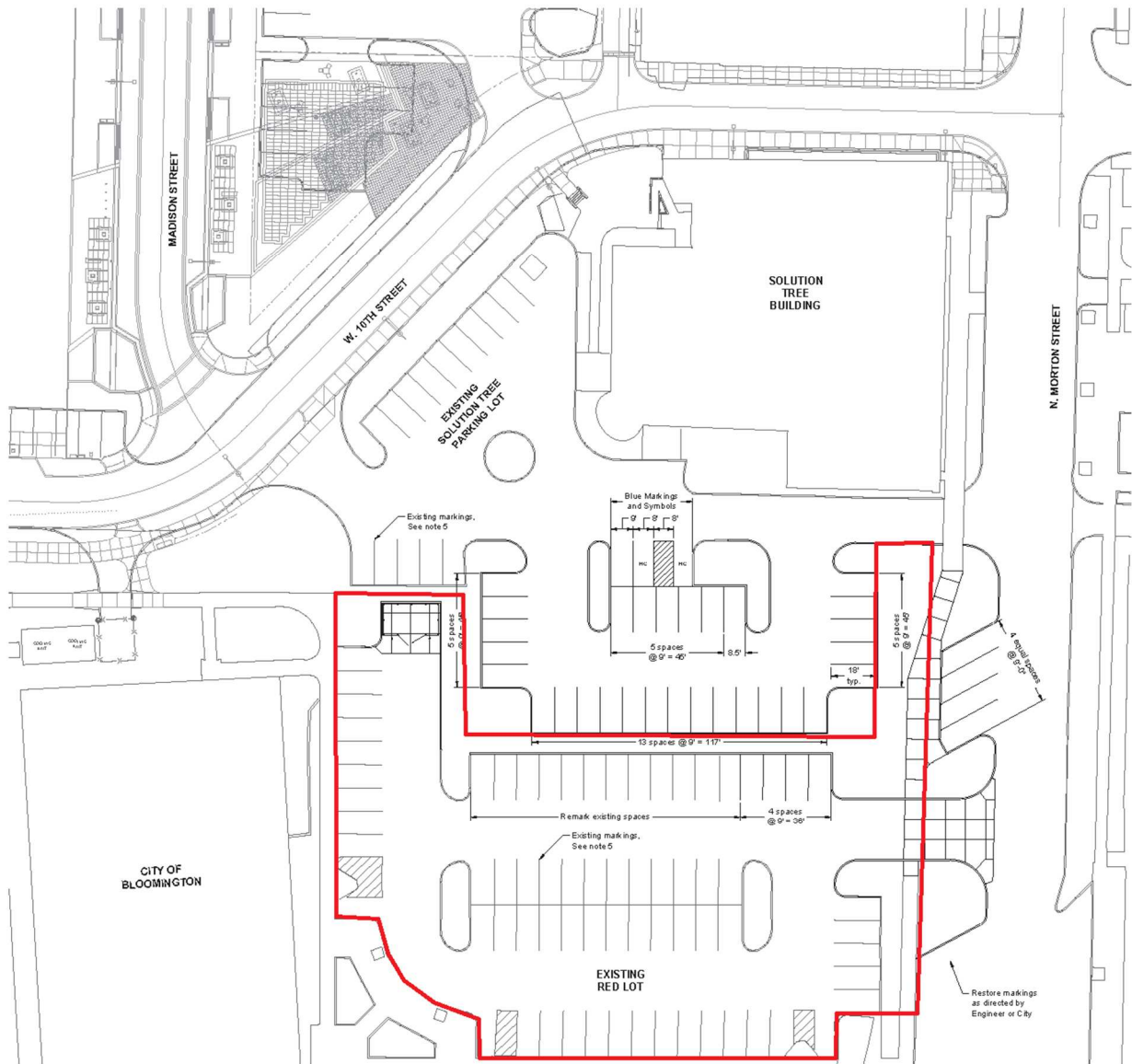
Date: _____

Redevelopment Commission Resolution 18-84
Exhibit A

EXHIBIT A

RED LOT

ORIG PLAT LOTS 273 & 274



AGREEMENT
between the
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
and
BLEDSOE RIGGERT COOPER JAMES

This Agreement, entered into this 23rd day of October, 2018, by and between the City of Bloomington Redevelopment Commission ("Redevelopment Commission") and Bledsoe Riggert Cooper James ("BRCJ"), WITNESSETH THAT:

WHEREAS, the Redevelopment Commission has entered into a Project Agreement with Pedcor Investments-2015-CXLIX, L.P. ("Pedcor") for the development of property owned by the Redevelopment Commission west of Rogers Street in The Trades District; and

WHEREAS, previously, BRCJ platted the portion of the parcels that were transferred to Pedcor; and

WHEREAS, the Redevelopment Commission requires the northern parcels that are still owned by the Redevelopment Commission to be platted so that they may be included as part of future development of the Trades District; and

WHEREAS, BRCJ is qualified, experienced, and capable of providing the Redevelopment Commission with the necessary services to plat the northern parcels and also desires to provide such Services for the Redevelopment Commission under the terms of this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution of all parties and continue through June 1, 2019, unless terminated prior to that date pursuant to Section 10.
2. Services. BRCJ shall provide the following Services related to the Redevelopment Commission owned parcels approximately depicted in the attached Exhibit A:
 - a. Preparation and filing of Preliminary Plat
 - b. Preparation and filing of Final Plat
 - c. Monument the new lot corners (if needed)
 - d. Prepare alley and lot exhibits for vacations (as requested by the City and Redevelopment Commission)

Throughout this process, BRCJ will coordinate with City of Bloomington Planning to ensure that all documents conform to City requirements.

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

In the performance of BRCJ's work, BRCJ agrees to maintain such coordination with the Redevelopment Commission as may be requested and desirable, including primary coordination with Alex Crowley as the Redevelopment Commission's designated project coordinator.

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

3. Responsibilities of the Redevelopment Commission. The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and BRCJ shall be entitled to rely upon the accuracy and completeness of such information.
4. Compensation. The Redevelopment Commission shall pay BRCJ an amount not to exceed \$3,000.00 (Three Thousand Dollars) for the Services. This includes a lump sum fee of \$1,800.00 (One Thousand Eight Hundred Dollars) for the preparation of the plat, and an option to have BRCJ prepare exhibits and/or descriptions as needed to vacate existing right of way on the property at a rate of \$600.00 (Six Hundred Dollars) per exhibit. All other services, if requested, shall be billed according to BRCJ's hourly fee schedule:

**HOURLY FEE SCHEDULE
(Effective July 1, 2018)**

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

Upon completion of the Services, BRCJ shall submit an invoice to the Redevelopment Commission. Invoices shall be sent to:

Director, Department of Economic and Sustainable Development
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, IN 47402

Payment will be remitted to BRCJ within forty-five (45) days of receipt of invoice. The Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—to appropriate funds, then the Redevelopment Commission shall have the right to immediately terminate this Agreement without penalty.

Additional services not set forth above, changes in work, or incurred expenses must be authorized in writing by the Redevelopment Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

5. Independent Contractor Status. During the entire term of this Agreement, BRCJ 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 Redevelopment Commission.

The status of BRCJ partners, shareholders, or employees providing services pursuant to this Agreement shall not be affected in any way by this Agreement. Said partners, shareholders, or employees shall be subject solely to supervision by their BRCJ supervisors. BRCJ shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

6. Indemnity. BRCJ shall defend, indemnify, and hold harmless the City of Bloomington, the Redevelopment Commission, and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses, or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the BRCJ or his agents or employees or independent contractors directly responsible to him.
7. Waiver or Breach. 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. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

8. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
9. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
10. Termination of Agreement. 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 Redevelopment Commission may terminate or suspend performance of this Agreement at the Redevelopment Commission's prerogative at any time upon written notice to BRCJ. BRCJ shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay BRCJ 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 BRCJ'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 BRCJ in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Section 15 herein.

11. Identity of BRCJ. BRCJ acknowledges that one of the primary reasons for its selection by the Redevelopment Commission to perform the duties described in this Agreement is its qualifications and experience. BRCJ agrees that the work to be done pursuant to this Agreement shall be done by BRCJ. The Redevelopment Commission reserves the right to reject any of BRCJ's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.
12. Conflict of Interest. BRCJ declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. BRCJ agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. Assignment. Neither the Redevelopment Commission nor BRCJ shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, BRCJ may assign its rights to payment without the Redevelopment Commission's consent. Unless otherwise stated in the written

consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

14. Ownership of Documents and Intellectual Property. All documents, drawings, and specifications, including digital format files, prepared by BRCJ and furnished to the Redevelopment Commission as part of the Services shall become property of the Redevelopment Commission. BRCJ shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of BRCJ.
15. Non-Discrimination. As part of this Agreement, BRCJ shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.
16. Compliance with Laws. In performing the Services under this Agreement, BRCJ shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, BRCJ shall advise the Redevelopment Commission of any and all applicable regulations and approvals required by federal law. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, BRCJ shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. Notice. Whenever any notice, statement, or other communication shall be sent under this Agreement, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the Redevelopment Commission:	Alex Crowley, Director Economic and Sustainable Development City of Bloomington 401 N. Morton Street Suite 150 Bloomington, IN 47402
--	---

Notice to BRCJ:	Marty James, Principal Bledsoe Riggert Cooper James 1351 W. Tapp Road Bloomington, IN 47403
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Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the Redevelopment Commission and BRCJ.

18. 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 Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
19. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and BRCJ.
20. Insurance. During the performance of any and all Services under this Agreement, BRCJ shall maintain the following insurance in full force and effect:
 - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 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.

BRCJ shall provide evidence of each insurance policy to the Redevelopment Commission within five (5) days of the execution of this Agreement. Approval of the insurance by the Redevelopment Commission shall not relieve or decrease the extent to which BRCJ may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If BRCJ fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right at the Redevelopment Commission's election to forthwith terminate the Agreement.

21. E-Verify. BRCJ 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.) BRCJ shall sign an affidavit, attached as Exhibit B, affirming that BRCJ does not knowingly employ an unauthorized alien. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth.

“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.

BRCJ and its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that BRCJ or any of its subcontractors learns is an unauthorized alien. If the Redevelopment Commission obtains information that BRCJ or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission shall notify BRCJ or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If BRCJ or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that BRCJ or its subcontractor did not knowingly employ an unauthorized alien. If BRCJ or its subcontractor fails to remedy the violation within the thirty (30) day period, the Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, BRCJ or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission under this Agreement.

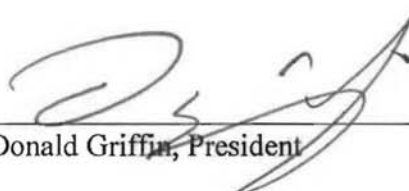
BRCJ shall require any subcontractors performing work under this Agreement to certify to BRCJ that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. BRCJ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

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

23. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

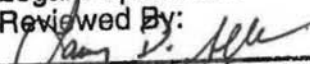
BY: 
Donald Griffin, President

10-15-2018
Date

BLEDSON RIGGERT COOPER JAMES

BY: 
Marty James, Principal

10/23/2018
Date

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u></u>
DATE: <u>9/4/18</u>

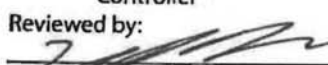
CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 9-7-18
FUND/ACCT: 430-15-1500-53990

EXHIBIT A

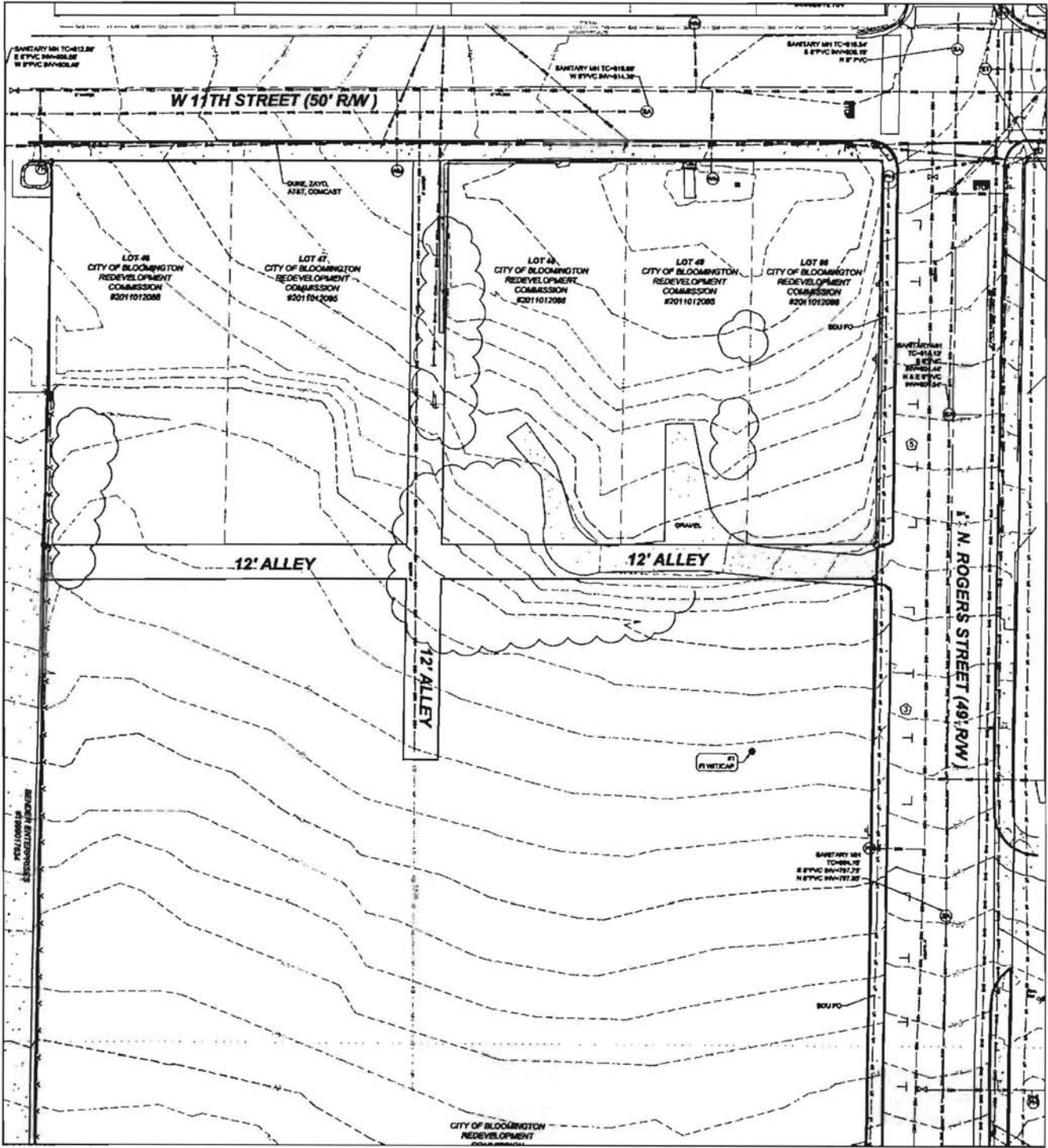


EXHIBIT B

E-Verify Affidavit

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

1. The undersigned is the Controller of Deedsae Riggert Cooper James
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - 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 State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Shelli Yoho
Signature

Shelli Yoho
Printed name

STATE OF Indiana)
) SS:
COUNTY OF monroe)

Before me, a Notary Public in and for said County and State, personally appeared Shelli Yoho and acknowledged the execution of the foregoing this 1st day of November, 2018.

Tanya M. Root
Notary Public
Tanya M. Root
Printed name

My Commission Expires: 7-5-2024
County of Residence: monroe



**18-85
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR DUE DILIGENCE AND PHASE 2
ENVIRONMENTAL ASSESSMENT OF THE IU HEALTH HOSPITAL SITE AT
2ND AND ROGERS**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site; and
- WHEREAS, the City negotiated and retained the services of Ice Miller LLP to facilitate and manage the City’s due diligence required by the purchase agreement, including the Environmental assessments; and
- WHEREAS, in Resolution 18-61, the RDC approved payment of the costs incurred with the Phase I review by August Mack through Ice Miller LLP, and
- WHEREAS, August Mack has concluded its Phase II review and Ice Miller LLP has invoiced the city for the due diligence and assessment costs incurred; and
- WHEREAS, the cost for the due diligence services incurred so far is \$74,177, which includes the Phase I services already approved as shown in the invoice attached to this Resolution as Exhibit A; and
- WHEREAS, Resolution 18-10 identified the Consolidated TIF as the source of funds for the Project; and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the the due diligence services for the acquisition of the Old Hospital Site in accordance with the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an amended Form attached to this Resolution as Exhibit B; and

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

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 Form, and reiterates that it serves the public's best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of Consolidated TIF funds.
3. The RDC hereby approves the total payment of an amount not to exceed Seventy-Four Thousand One Hundred and Seventy-Seven Dollars (\$74,177) for the due diligence services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

November 9, 2018

WRITER'S DIRECT NUMBER: (317) 236-5997
DIRECT FAX: (317) 592-4854
INTERNET: Brian.Crist@icemiller.com

Via E-mail – guthrie@bloomington.in.gov; allenl@bloomington.in.gov

City of Bloomington
c/o Philippa M. Guthrie, Esq., Corporation Counsel
and Larry Allen, Esq.
401 N. Morton Street, Suite 220
Bloomington, IN 47402

BILLING STATEMENT
FOR PROFESSIONAL SERVICES RENDERED AND COSTS
Federal ID #35-0874357
City of Bloomington
Our Matter # 00940.0135

With respect to our representation of the City of Bloomington in its contemplated purchase of the IU Health Bloomington Hospital and the medical office and other facilities that support the hospital (the "Property"), we have performed the following services at the indicated fees:

LEGAL FEES:

Procured, examined and resolved issues with the title insurance commitment for the Property, including review of an ALTA survey:	\$ 4,009.50
Procured and negotiated service contracts for environmental and structural engineering due diligence:	3,304.25
Structured and managed due diligence process and created and managed closing agenda:	1,413.50
Legal evaluation of environmental engineering results:	4,072.00
Negotiations with IU Health regarding the scope and timing for additional environmental due diligence necessary to comply with prudent commercial standards:	10,787.75
Fee Subtotal:	\$ 23,587.00

COSTS:

Invoice from Arsee Engineers for Professional Services from September 1, 2018 to September 28, 2018 (80% complete)	\$ 11,200.00
Invoice from Cripe Engineers for Professional Services through September 14, 2018.	600.00
Invoice from August Mack – Phase I (Project Nos.:JS1349.710 & JS1350.730)	15,200.00
Invoice from August Mack Environmental for Professional Services for Phase II Investigation (Proposal Number PS2363.740):	23,590.00
Costs Subtotal:	\$ 50,590.00

TOTAL DUE TO ICE MILLER LLP THIS INVOICE: \$ 74,177.00

Payment Details on Following Page.

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: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers ("Hospital Site")

Project Manager: Mick Renneisen; Jeff Underwood; Philippa Guthrie

Project Description:

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$6,760,000
Sources of funds:	
Consolidated TIF	\$6,760,000

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	Estimated Cost	Timeline
1	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by July 2018
2	Appraisals	\$50,000	2018-2020
3	Project Agreement with IU Health	\$6,500,000	2021
4.	Due Diligence with Environmental Assessment	Total: \$74,177 Legal Fees: \$23,587 Engineering: \$11,800 Phase 1: \$15,200 Phase 2: \$23,590	Nov.-Dec. 2018

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

Resolution History: 18-13 Project Review and Approval Form
 18-17 Approval of Contract with Urban Land Institute
 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 18-61 Approval of Funding for Phase 1 Environmental Assessment
 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____