

AGENDA
REDEVELOPMENT COMMISSION
November 16, 2020 at 5:00 p.m.

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.
The public may access the meeting at the following link:*

*<https://bloomington.zoom.us/j/98337672828?pwd=ZnRRaEM2UHN5b0g2bHBTQUJyRlQ1UT09>
Meeting ID: 983 3767 2828 - Passcode: 131792*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 2, 2020
- III. EXAMINATION OF CLAIMS** –October 30, 2020 for \$155,004.11
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 6, 2020 for \$31,133.50
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director's Report
 - B. Legal Report
 - C. Treasurer's Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - A. SOM Presentation on Hospital Site
 - B. Resolution 20-84: Approval of Funding Agreement Amendment for LifeDesigns

Public Hearing

- C. Resolution 20-85: Approval of Conveyance to Habitat for Humanity of Real Estate at 1100 W 10th Street

End of Public Hearing

- D. Resolution 20-86: Approval of Purchase Agreement for 413 West 2nd Street
 - E. Resolution 20-87: Approval of Funding for Third Addendum for the B-Line Trail and Multiuse Path
 - F. Resolution 20-88: Approval of Extension of Agreement with City Lawn
- VII. BUSINESS/GENERAL DISCUSSION**
 - IX. 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, November 2, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8902>

I. ROLL CALL

Commissioners Present: Don Griffin, Eric Sandweiss, David Walter, Cindy Kinnarney, and Nicholas Kappas

Commissioners Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND; Cody Toothman, Program Manager, HAND; Matt Swinney, Program Manager, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Dave Askins, B Square Beacon; Emily Ernsberger, Herald-Times; Samuel Dove, Citizen; Matthew Frische, Reedy Financial; Chloe Reeve, Citizen; Jeff Underwood, City Controller; Josh Scism, CORE Planning Strategies; Susie Hamilton, Citizen; Jen Pearl, BEDC

- II. READING OF THE MINUTES** – David Walter moved to approve the October 19, 2020, minutes. Eric Sandweiss seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIMS** – Cindy Kinnarney moved to approve the October 16, 2020, claim register for \$380,802.04. David Walter seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Eric Sandweiss moved to approve the October 23, 2020, payroll register for \$30,183.39. David Walter seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Doris Sims introduced Brent Pierce as the new assistant director for Housing and Neighborhood Development.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer’s Report. Jeff Underwood was available to answer questions.
 - D.** Business Development Updates: Alex Crowley was available to answer questions.
- VI. NEW BUSINESS**
- A.** Reedy Financial Group presented the annual TIF impact update report. The slides from the presentation are attached to the minutes.
 - B.** Resolution 20-79: Approval of Design Contract for 1st Street Reconstruction Project. Neil Kopper stated this project is in coordination with the hospital site redevelopment. Kopper said this project would include full roadway reconstruction, replacing underground utilities, replacing traffic signals where needed along West 1st Street between Fairview Street and College Avenue, and it may extend west to Patterson Drive and east to Walnut Street. A large portion of the utility repairs and upgrades are necessary to serve future development of the hospital site. This project is supported by \$2.9 million in federal funding for construction. TIF funds would be used for the design, right-of-way acquisition, construction inspections, and the 20% local construction match for the federal funding.

Kopper said construction will begin in 2023 which works well with the proposed demolition timeline for the current hospital site.

Cindy Kinnarney asked if the scope of this project covers all possible outcomes since the hospital site plan has not been finalized. Neil Kopper said yes, he believes it does.

Eric Sandweiss asked why the project needs to proceed before we know what is going to happen with the hospital site? Kopper said we have to start the project early in order to utilize the \$2.9 million in federal funding. He said federal funding has very strict time-line requirements.

Nicholas Kappas asked if funds will be used now, or will they sit in the bank until 2023. Kopper explained the TIF funds will be used for the design contract so funds will be begin to be utilized now.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 20-79 via roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin, Eric Sandweiss, and Nicholas Kappas voted yes. The motion passed unanimously.

- C.** Resolution 20-80: Approval of Project Review and Approval Form for Traffic Signal Replacement at 3rd Street and Indiana Avenue. Neil Kopper stated this project will replace the traffic signal at the intersection of 3rd Street and Indiana Avenue to improve the pedestrian and vehicular signal infrastructure. This project also includes geometric updates to improve pedestrian accessibility. Kopper said we are currently bidding the project and expect construction to begin during the summer of 2021. The estimated construction cost is \$337,300.

Eric Sandweiss asked why the traffic signal needs replaced. Kopper said the current traffic signal is beyond its useful lifespan and does not have all of the needed features. Some of the upgrades include accessible crosswalk buttons for pedestrians, back plates on the traffic signal heads for better visibility to traffic, and the appropriate amount of signal heads per lane. The traffic controller is also outdated.

Don Griffin wanted to know the lifespan of a traffic signal. Kopper said approximately 30 years. Kopper noted that he is not sure all that would need to be done to the intersection if the City decided to convert the streets from one-way to two-way.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 20-80 via roll-call vote. Nicholas Kappas seconded the motion. Don Griffin, David Walter, and Cindy Kinnarney voted yes. The motion passed unanimously.

- D.** Resolution 20-81: Approval of Project Review and Approval Form for Traffic Signal Upgrades on Walnut at 11th and 14th Streets. Neil Kopper stated this project will install traffic signals at the intersections of 11th Street at Walnut Street and 14th Street at Walnut Street. These signals are intended to improve pedestrian and vehicular accessibility and safety within the Walnut Street corridor. It is specifically geared to improve safety based on observation and crash data in the area. Kopper said bidding will begin this winter, for construction in 2021.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 20-81 via roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, Cindy Kinnarney, and Nicholas Kappas voted yes. The motion passed unanimously.

- E. Resolution 20-82: Approval of Third Addendum to Contract with CORE Planning Strategies Garage Consultant Services. This addendum is for additional services in the amount of \$267,475. The addendum also includes an extension of the agreement through October 31, 2021. Jeff Underwood said this should be the final amendment to the contract.

Josh Scism, Core Planning, was available to answer any questions.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 20-82 via roll-call vote. Nicholas Kappas second the motion. Don Griffin, David Walter, and Cindy Kinnarney voted yes. The motion passed unanimously.

- F. Resolution 20-83: Approval to Increase Funding under the Emergency Home Repair Grant. Cody Toothman stated funding under the Emergency Home Repair grant is limited to \$3,500 for mobile homes. The current project bid is for \$4,000. The additional \$500 is needed to install a new HVAC system in a mobile home.

Don Griffin asked for public comment. There were no comments from the public.

Cindy Kinnarney moved to approve Resolution 20-83 via roll-call vote. David Walter seconded the motion. Don Griffin, Eric Sandweiss, and Nicholas Kappas voted yes. The motion passed unanimously.

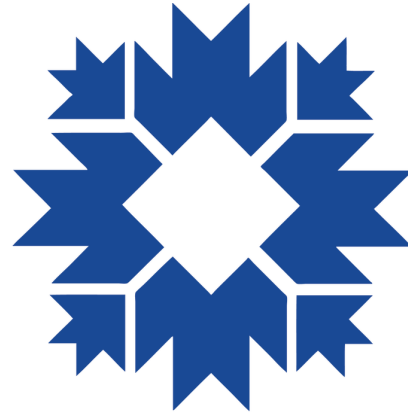
G. BUSINESS/GENERAL DISCUSSION

H. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date




CITY OF BLOOMINGTON


TIF IMPACT UPDATE



Inside the RDC

- **Economic Development Area:** is an area with a plan to increase employment opportunities, attract new businesses, or retain or expand business.
 - **Allocation Area:** is a sub-area within an Economic Development Area. The Allocation Area designates which particular properties will be subject to TIF.
 - **Tax Increment Financing or “TIF”:** is a tool which captures new assessed value and property taxes from new development in a designated allocation area. New assessed value is also referred to as incremental assessed value.
- 

Why Create a TIF District?

- Attract capital investment to the area
 - Attract new residents to the community
 - Promotes economic development in an otherwise stagnate area
 - Allows for redevelopment to be self-funded through assessed value growth
 - Provides a financing tool for redevelopment
 - Issuance of debt on TIF revenue is less restrictive and does not require petition or referendum
- 

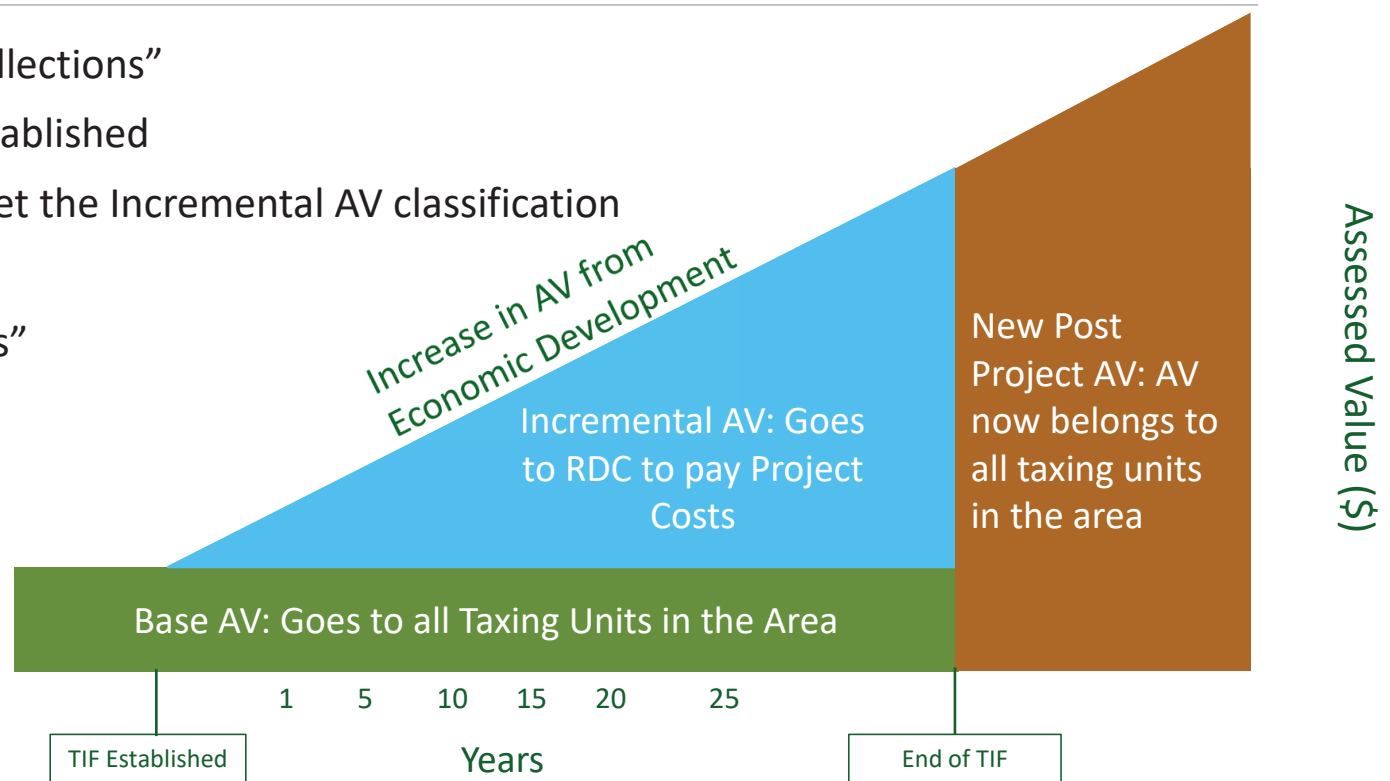
How TIF Works

- Base AV – “Overlapping Units Collections”

1. Existing AV at the time TIF is Established
2. Percentage of what doesn't meet the Incremental AV classification

- Incremental AV – “TIF Collections”

- a) New Construction (+)
- b) New Abatement Roll off (+)
- c) New Destruction (-)
- d) New Appeals (+)



Assessed Value (\$)

Reporting Requirements

- Prior to April 1st: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- No Later Than April 15th: Report of Previous Years' Activities to the Fiscal/Executive Body
- Prior to June 15th: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- Prior to August 1st: Neutralization of Base Assessed Value for the Upcoming Year
- **Prior to December 31st: Annual Presentation to All Overlapping Taxing Units**
 - Includes: RDCs budget, long-term plans for the allocation area, and the TIF impact on each of the taxing units

Overview of Your RDC

Allocation Area	TIF Code	Start Date	Expiration Date
Bloomington Consolidated Allocation Area	T53020	4/4/1989	Pay 2029 – Pay 2041
North Kinser Pike Allocation Area	T53010	2/23/1996	Pay 2026

- ▶ The exact date of TIF Expiration and final pay year is subject to legal interpretation. Our TIF Expiration estimates should not be taken as a legal opinion. Our TIF Expiration estimates are based on the earliest start and expiration dates within each Allocation Area. Please contact Reedy Financial Group for each expansions' specific dates if needed.

Consolidated TIF Fund

2020 Beginning Cash Balance				\$ 17,192,262
<i>Misc. Revenue</i>				\$ 200,000
<i>Federal and State Grants</i>				\$ 129,145
<i>TIF Revenue Collections</i>				\$ 11,104,465
Total Revenues				\$ 11,433,610
<u>Capital Outlays</u>		<u>Debt Payments</u>		<u>Other Services & Charges</u>
<i>17th Street Sidewalk</i>	\$ 1,590,000	<i>Purchasing Property</i>	\$ 9,984,950	<i>Total Debt Payments</i> \$ 6,250,034
<i>4th Streeth Garage</i>	\$ 8,351	<i>RCA Park</i>	\$ 28,000	<i>Garage Expenses</i> \$ 196,405
<i>Bloomfield & Rolling Ridge</i>	\$ 49,807	<i>Tapp & Rockport</i>	\$ 117	<i>Professional Services</i> \$ 10,963
<i>Building & Trades Park</i>	\$ 135,000	<i>Traffic Signal Upgrades</i>	\$ 400,000	
<i>Hospital Site</i>	\$ 1,363,073	<i>Trail Improvements</i>	\$ 904,042	
<i>Fiber Conduit Project</i>	\$ 500,000			
Total Spending				\$ 21,420,742
Surplus/(Deficit)				\$ (9,987,132)
Pass Through				52%
2020 Ending Cash Balance				\$ 7,205,130

Long Term Plans: Trail Projects, Hospital Site, Fiber Projects, Trades District Development, & Affordable Workforce Housing

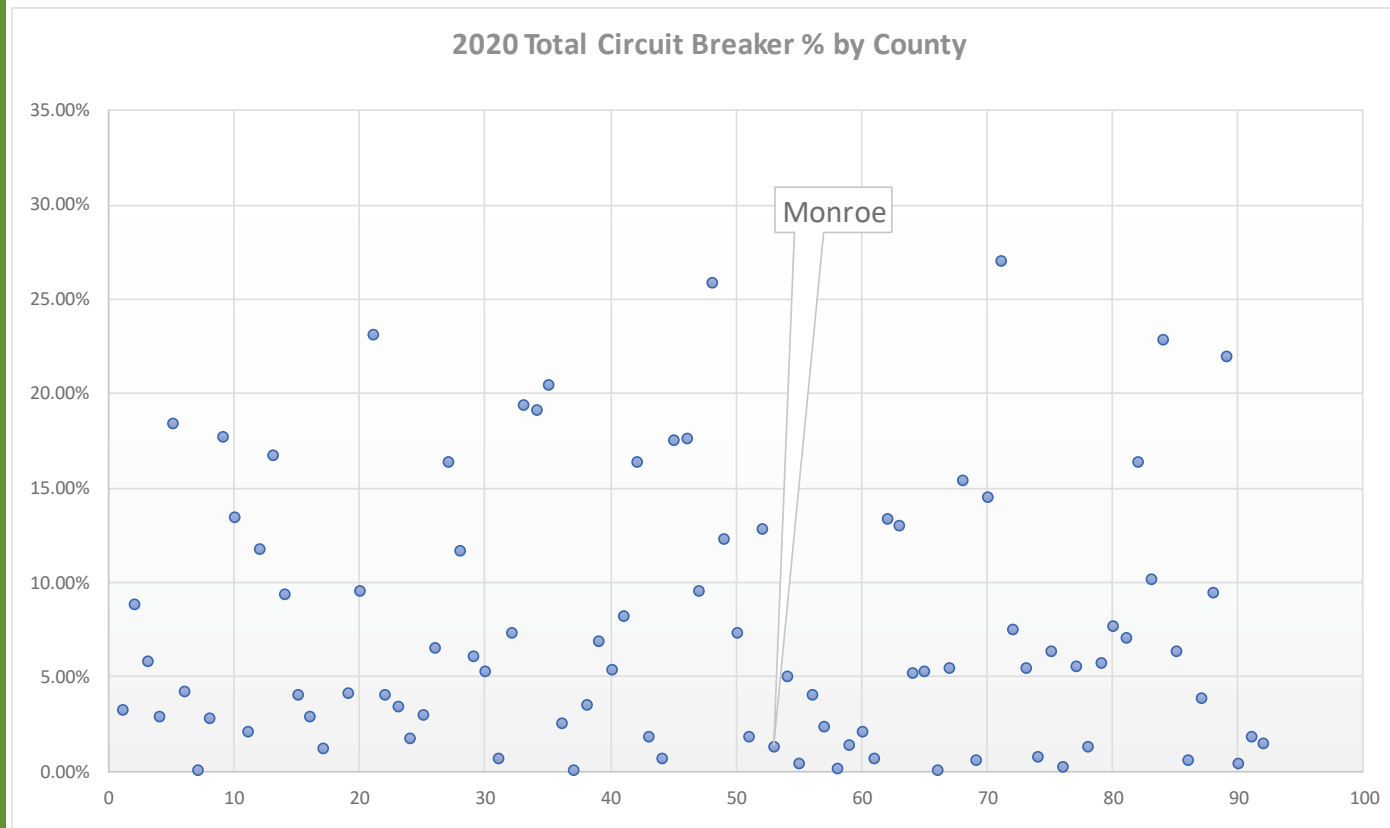
North Kinser Pike Fund

2020 Beginning Cash Balance		\$ 770,621
<i>Interest / Misc. Revenue</i>		\$ 10,000
<i>TIF Revenue Collections</i>		\$ 85,375
Total Revenues		\$ 95,375
<u>Capital Outlays</u>	<u>Debt Payments</u>	<u>Other Services & Charges</u>
<i>Cascades Trail</i> \$ 20,000	<i>Trustee Fees</i> \$ -	<i>Professional Services</i> \$ -
Total Spending		\$ 20,000
Surplus/(Deficit)		\$ 75,375
Pass Through		427%
2020 Ending Cash Balance		\$ 845,996

Long Term Plans: Cascades Trail

Circuit Breaker Correlation

- The level of TIF impact is directly correlated to the circuit breaker environment where the TIF is located
- The higher the circuit breaker the higher the impact to overlapping units
- Monroe County ranks **15th** out of all **92** counties in the State



TIF Impact Chart

<u>Overlapping Units</u>	<u>Circuit Breaker Impact</u>	<u>Percent of Total Impact</u>	<u>2020 Budget</u>	<u>Impact as a Percent of 2020 Budget</u>
Bloomington Civil City	\$ 1,380,712	55.96%	\$ 69,580,591	1.98%
Monroe County Community School Corporation	\$ 490,273	19.87%	\$ 130,478,467	0.38%
Monroe County	\$ 384,781	15.59%	\$ 61,189,534	0.63%
Monroe County Public Library	\$ 90,880	3.68%	\$ 11,293,765	0.80%
Bloomington Transportation	\$ 55,210	2.24%	\$ 13,975,250	0.40%
Monroe County Solid Waste Management	\$ 26,808	1.09%	\$ 3,112,266	0.86%
Richland-Bean Blossom Community School Corporation	\$ 17,298	0.70%	\$ 27,551,183	0.06%
Perry Township	\$ 16,187	0.66%	\$ 1,376,256	1.18%
Bloomington Township	\$ 4,723	0.19%	\$ 4,090,485	0.12%
Richland Township	\$ 621	0.03%	\$ 1,465,663	0.04%
Van Buren Township	\$ 31	0.00%	\$ 2,732,817	0.00%
Monroe County Fire Protection District	\$ -	0.00%	\$ 3,715,215	0.00%
Total Impact to Overlapping Units	\$ 2,467,524			
OR				
2020 TIF Revenue Collections	\$ 11,189,840			
Total Additional Revenue Because of RDC	\$ 8,722,316	TIF Margin:	\$ 0.78	

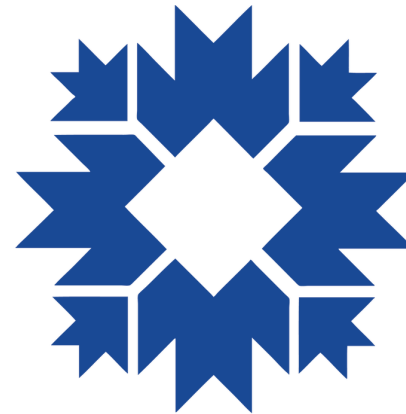
► This is a conservative estimated circuit breaker impact.

TIF Benefits

- RDC TIF Margin = **\$0.78**
 - TIF Margin is stated in terms of **additional money** collected per every \$1 collected in the RDC
 - The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone if the RDC did not exist. This revenue would **not** be collected by the overlapping units.
 - **\$11,189,840** worth of revenue is collected due to the RDC being established (Total collections in 2020 for every allocation area combined)
 - **\$8,722,316** is additional revenue caused by having an RDC known as the TIF Margin.
 - Only **\$2,467,524** would be yielded without the RDC. (2020 Circuit Breaker Impact)

Thank you!

Report Presented by Matt Frische



CITY OF BLOOMINGTON



**20-84
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, in Resolution 19-85, the Redevelopment Commission approved a Funding Agreement with LifeDesigns Inc. to renovate the unfinished basement of the group home, and,

WHEREAS, the scope of work was to renovate the basement into a community room, and,

WHEREAS, accessibility complications have arisen due to changes in the city sidewalk adjacent to the building which have necessitated a need to change the scope of work, and,

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

The Redevelopment Commission hereby approves the Amendment to the Agreement attached hereto as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**FIRST AMENDMENT TO PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
LIFEDESIGNS, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

This First Amendment to the *Physical Improvement Community Development Block Grant Agreement Between LIFE Designs, Inc. and Housing and Neighborhood Development Department City of Bloomington* is executed on this ____ day of _____, 2020.

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department and LIFE Designs, Inc. (collectively, the “Parties”), entered into that certain *Physical Improvement Community Development Block Grant Agreement Between LIFE Designs, Inc. and Housing and Neighborhood Development Department City of Bloomington* (the “Agreement”); and

WHEREAS, the Parties wish to amend the scope of services in the Agreement to provide that the funds will be used to replace tankless water heaters located at the 1826 South Covey Lane group home.

WHEREAS, pursuant to Article V. Part F. of the Agreement, any amendments to the Agreement must be made in writing and signed by the Parties to the Agreement.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Article I “**SCOPE OF SERVICES**”, Subpart A “**Activity**” shall be amended to read as follows:

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to replace tankless water heaters located at the 1826 South Covey Lane group home. The Subrecipient shall receive bids and install water heaters in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

2. All other terms of the Agreement not expressly amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

LIFEDESIGNS, INC.:

By:

Don Griffin, President

By:

Mary Alice Rickert, Secretary

By:

Russell Bonanno, Chief Executive Officer

By:

Tim Hightower, President of the Board of Directors

**20-85
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONVEYANCE TO HABITAT FOR HUMANITY OF REAL ESTATE AT
1100 W. 10TH STREET**

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) owns real estate located at 1100 West 10th Street, Bloomington, IN 47404-3208 (Parcel No. 53-05-32-207-018.000-005) (“Property”); and

WHEREAS, Habitat for Humanity of Monroe County (“Habitat”) intends to purchase agreement to acquire fee title to the Property; and

WHEREAS, Habitat qualifies as a community development corporation under Indiana Code Section 4-4-28-2; and

WHEREAS, the RDC is permitted to sell or grant real property to community development corporations such as Habitat in accordance with the procedures set forth in Indiana Code Section 36-7-14-22.2(b); and

WHEREAS, Indiana Code Section 36-7-14-22.2 requires the following conditions to be met for the conveyance: (1) Habitat has as a major corporate purpose and function the provision of housing for low and moderate income families within the geographic area in which the parcel of real property is located; (2) Habitat agrees to cause development that will serve or benefit low or moderate income families on the parcel of real property within a specified period, which may not exceed five (5) years from the date of the sale; (3) Habitat agrees that it and each applicant, recipient, contractor, or subcontractor undertaking work in connection with the real property will to the greatest extent feasible: (a) use lower income project area residents as trainees and as employees and (b) contract for work with business concerns located in the project area or owned in substantial part by persons residing the project area; and (4) Habitat agrees to rehabilitate or otherwise develop the property in a manner that is similar to and consistent with the use of the other properties in the area served by the community development corporation; and

WHEREAS, the fair market value of the Property was established by the average of two appraisals at \$19,500.00; and

WHEREAS, notice of a public meeting for this conveyance was published in The Herald-Times newspaper on November 3, 2020;

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

1. The RDC approves fee simple conveyance of the Property to Habitat for Humanity for \$19,500.00.

2. The RDC finds that all of the required conditions of Indiana Code Section 36-7-14-22.2 have been met.
3. The RDC instructs staff to negotiate and execute a Memorandum of Understanding for the conveyance that reflects the purchase price and legal requirements of the sale.
4. The President of the RDC, Donald Griffin, is authorized to sign the memorandum of understanding and closing documents on behalf of the RDC.

SO APPROVED ON THIS ____ DAY OF NOVEMBER, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

20-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE PURCHASE AGREEMENT FOR
413 WEST 2nd STREET

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and
- WHEREAS, Indiana Code § 36-7-14-19 outlines the statutory process that the RDC must follow in order to acquire real property, which includes the requirement that two independent appraisals be obtained and that the price paid for the property not exceed the average of the two appraisals unless specifically authorized by the RDC; and
- WHEREAS, C & S., Inc., own real estate located at 413 W. 2nd Street (Parcel Number: 53-08-05-100-082.000-009) and with a legal description of 015-51380-00 Seminary Pt Lot 37 Plat 37a (“Property”); and
- WHEREAS, City Staff has negotiated a Purchase Agreement with C & S, Inc., to acquire fee title to the Property for Three Hundred Fifty Thousand Dollars (\$350,000), a copy of which is attached to this Resolution as Exhibit A (“Purchase Agreement”); and
- WHEREAS, Staff has brought the RDC a Amended Project Review and Approval Form (“Form”) regarding this project, which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the expenses above;

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

1. The RDC finds that the acquisition of the Property has a valid public purpose, and approves the Project as set forth in the Form.
2. The RDC explicitly approves the Purchase Agreement as required by Section 4(c) of the Purchase Agreement. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

3. The RDC hereby authorizes the Controller to expend an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) plus any share of closing costs for the purchase of the Property in accordance with the Purchase Agreement from the Consolidated TIF fund. 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 March 1, 2021

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE, is made by and between The Redevelopment Commission of the City of Bloomington, Indiana and the City of Bloomington, Indiana (collectively, "Purchaser"), and C & S, Inc., an Indiana corporation ("Seller").

AGREEMENT

In consideration of the payment of the purchase price set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. **Purchase and Sale.** Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser the real property located in Monroe County, Indiana legally described as 015-51380-00 Seminary Pt Lot 37 Plat 37a as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as 413 W. 2nd Street, Bloomington, Monroe County, Indiana (the "Property"), together with all rights, easements and interests appurtenant thereto, including, but not limited to, any rights, title and interests in and to any streets or other public ways within and adjacent to the Property.

2. **Purchase Price and Manner of Payment.** The purchase price for the Property (the "Purchase Price") shall be Three Hundred and Fifty Thousand Dollars only (\$350,000.00). The Purchase Price shall be paid by Purchaser to Seller at the Closing by wire transfer.

3. **Closing.** The purchase and sale of the Property shall be closed on **January 26, 2021, at 2:00 p.m.**, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Property shall be closed at Capstone Title Partners, 116 W. Sixth Street, Suite 200, Bloomington, Indiana 47404. The date and event of the consummation of the purchase and sale of the Property as contemplated hereby is referred to herein, respectively, as the "Closing Date" and the "Closing."

4. **Conditions Precedent to Closing.** Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of Seller's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

a. **Title Insurance.** Title to the Property shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (1) current real estate taxes not delinquent; and
- (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser.

(collectively, "Permitted Exceptions").

As evidence of such title, Seller shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **fourteen (14)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from Seller to Purchaser, Purchaser shall have fee simple title to the Property free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **ten (10)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by Seller within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. Seller shall cause the final owner's policy of title insurance to be delivered to Purchaser within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

b. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause a staked survey of the Property to be prepared (the "Survey"). Purchaser shall obtain any survey as may be reasonably required by the Title Company to support or to permit deleting survey exceptions from the title commitment (Schedule B, part II, number 4). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

c. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Property is contingent upon Purchaser receiving any and all necessary approvals from the Redevelopment Commission on or before **January 18, 2021**. If such approval is not received by Purchaser on or before such date then either party may terminate this Agreement.

d. **Environmental Analysis.** Purchaser may, at Purchaser's sole cost and expense, cause an environmental analysis of the Property to be performed (the "Environmental Analysis"). Any objection to the results of the Environmental Analysis shall be communicated to Seller not later than **sixty (60)** days following the Effective

Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

e. **Inspections of Property.** Purchaser may, at Purchaser's sole cost and expense, cause inspections of the Property to be performed (the "Inspections"). Purchaser and its employees, agents, contractors and engineers shall, upon reasonable advance notice to Seller, have the right to enter the Property for purposes of performing such Inspections. Any objection to the results of the Inspections shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

f. **Confidentiality.** The Purchaser will make reasonable efforts to hold any reports pertaining to the condition of the Property, including environmental analysis (see paragraph 4.d. and e., above), in confidence. However, the Seller acknowledges that the Purchaser qualifies as a public agency under the terms of Indiana's Access to Public Records Act (hereafter "Act"), found at Ind. Code § 5-14-3, et. seq. As such, the parties acknowledge that any records held by the Purchaser are potentially subject to disclosure and retention under the Act, notwithstanding any other provision of this Agreement. When, pursuant to the Act, the Purchaser receives a properly formulated request for confidential information, the Purchaser will withhold any records that qualify as confidential records pursuant to Indiana Code § 5-14-3-4(a) or any other applicable statute or ruling. When, pursuant to the Act, the Purchaser receives a properly formulated request, the Purchaser will withhold any records that qualify as discretionary records pursuant to Indiana Code § 5-14-3-4(b) or any other statute or ruling. Indiana Code § 5-14-3-4(b)(5)(A) permits records relating to economic development negotiations, including those related to real estate transactions, to be withheld, at the discretion of the public agency:

Records relating to negotiations between[...] an economic development commission, a local economic development organization (as defined in [Indiana Code § 5-28-11-2(3)]), or a governing body of a political subdivision with industrial, research, or commercial prospects, if the records are created while negotiations are in progress.

When, pursuant to the Act, the Purchaser receives a properly formulated request for information that is not confidential under the law, the Purchaser will be obligated to release any records that do not qualify as either confidential or discretionary. If the Purchaser is obligated to release the confidential information pursuant to the Act, the Purchaser will notify the Seller of the request and the records to be released prior to releasing the records to the requestor.

5. **Closing Adjustments and Prorations.**

a. **Taxes and Assessments.** All real estate and personal property taxes assessed against the Property for years prior to the year of the Closing and all penalties and interest thereon shall be paid by Seller. All real estate and personal property taxes assessed against the Property for the year of the Closing and due and payable in the year following Closing shall be prorated to the date of Closing. If the amount of such real estate and personal property taxes is not known at the Closing, closing adjustments will be finally made on the basis of the most recent tax rate and assessed valuation for the Property and, if the Property has been taxed as part of a tax parcel including other real estate, a reasonable estimate as to the allocation of taxes between the Property and such other real estate. Purchaser shall have the right, in the name of Seller or Purchaser, to contest or appeal any such tax or assessment. Immediately upon conveyance of the Property, Seller shall pay all property transfer taxes, documentary stamp taxes and gross income or adjusted gross income taxes then due and payable in respect of the transfer hereby contemplated. Any taxes or assessments in respect of the Property not assumed by Purchaser, but which are not due and payable at or prior to the Closing, shall be allowed to Purchaser as a credit against the Purchase Price at the Closing, and Seller shall have no further liability for such taxes or assessments.

b. **Recording Fees.** Purchaser shall pay all recording costs related to the conveyance of the Property to Purchaser.

c. **Insurance Contracts.** All insurance maintained by Seller in respect of the Property, if any, shall be cancelled as of the Closing Date.

d. **Other Closing Costs.** The Closing Statement prepared by the Title Company and used at closing shall reflect the following charges and credits:

(1) Seller shall pay one-half of the Closing Fee, the costs for preparation of the Deed, Vendor's Affidavit and one-half the cost for the Sales Disclosure Form;

(2) Purchaser shall pay the Purchase Price after adjustments and credits as provided in this Purchase Agreement the costs associated with the title insurance (Owner and Loan policies, if any), Closing Protection Letter fee, one-half of the Closing Fee, one half the cost for the Sales Disclosure Form, and the costs for recording the Deed.

6 **Risk of Loss; Condemnation.** All risk of loss or damage to the Property occurring subsequent to the date hereof shall be borne by Seller to and including the Closing Date. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the date hereof and on or before the Closing Date, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the Closing Date, then Purchaser may, at its sole option, either consummate or not consummate the transaction contemplated hereby. If

Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

7. **Possession of the Property.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing, subject to the rights of tenants. Upon delivery of possession to Purchaser, the Property shall be in the same condition as it is on the date hereof, reasonable wear and tear excepted. Seller agrees to maintain the Property in good condition until possession is delivered to Purchaser.

8. **Seller's Obligations at Closing.** At the Closing, Seller agrees to deliver to Purchaser in accordance with the terms of this Agreement the following:

- a. A duly authorized and executed General Warranty Deed in recordable form conveying good and marketable title to the Property, subject only to Permitted Exceptions;
- b. A duly authorized and executed Vendor's Affidavit in the form required by the Title Company;
- c. A duly authorized and executed affidavit in a form reasonably satisfactory to Purchaser stating that Seller is not a "Foreign Person" as such term is used in §1445 of the Internal Revenue Code;
- d. A duly authorized and executed sales disclosure statement, as required by I.C. 6-1.1-5.5 et seq., (the "Sales Disclosure Statement");
- e. Such other instruments, documents and considerations which may reasonably be required by Purchaser or Purchaser's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 8 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

9. **Purchaser's Obligations at Closing.** At the Closing, Purchaser agrees to deliver to Seller:

- a. The amount of the Purchase Price payable in such form as set forth in Paragraph 3 above, subject to the Closing adjustments and prorations provided for herein;
- b. A duly authorized and executed Sales Disclosure Statement;
- c. Such other instruments, documents and considerations which may

reasonably be required by Seller or Seller's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 9 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

10. **Seller's Representations and Warranties.** As a material inducement to Purchaser for entering into this Agreement, Seller hereby represents and warrants to Purchaser as follows:

a. All necessary action has been taken to authorize Seller's execution and performance of this Agreement and the consummation of the transactions herein contemplated;

b. Seller owns good, marketable and indefeasible fee simple title to the Property free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;

c. There are no known violations of any laws, regulations, codes, ordinances, orders or requirements affecting the Property, including, but not limited to, applicable laws, regulations, ordinances or requirements relating to the environment, pollution, health, and safety;

d. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;

e. There are no claims, actions, suits or investigations pending with respect to or in any manner affecting the Property;

f. Prior to the closing, Seller shall not sell, assign, transfer, lease, sublease or convey, any right, title or interest whatsoever in or to the Property or any portion thereof without the Purchaser's prior written consent, nor shall Seller amend, modify, terminate or alter any existing document or agreement related to the Property without Purchaser's written consent.

g. Seller knows of no facts, nor has Seller misrepresented or failed to disclose any facts which materially adversely affect the value of the Property. Each of the foregoing representations and warranties shall be and remain true at and as of the Closing Date.

11. **Purchaser's Representations and Warranties.** As a material inducement to

Seller for entering into this Agreement, Purchaser hereby represents and warrants that all necessary action has been taken to authorize Purchaser's execution and performance of this Agreement and the consummation of the transactions herein contemplated.

The foregoing representations and warranties shall survive the Closing for as long as such tenancies remain.

12. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller, or if any representation or warranty made herein by Seller is untrue or breached as of the Closing Date, then Purchaser may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Purchase Agreement is not consummated due to the breach hereof or default hereunder by Purchaser and such breach or default shall not have been cured by Purchaser within thirty (30) days (or such additional time as may be reasonably necessary to cure any non-payment default) after deliver by Seller of written Notice thereof to Purchaser, or if any representation or warranty made herein by Purchaser is untrue or breached as of the Closing Date, Seller shall be entitled to recover full liquidated damages in the sum of Five Thousand Dollars (\$5,000.00), which shall be Seller's sole remedy at law and in equity. Seller shall be entitled to recover attorney fees incurred in connection with Purchaser default.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 4 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

13. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Seller: C and S INC.
Attn.: Jonathan Smith, President
P.O. Box 39
Tell City, IN 47586

If to Purchaser: The Redevelopment Commission of Bloomington, Indiana
Attn.: Larry Allen
Attorney for the RDC
City of Bloomington Legal Department
Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

14. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.

15. **Survival.** All representations and warranties of the parties made herein shall be and remain true at the time of the Closing and shall survive the Closing and the conveyance of the Property to Purchaser, and shall not be deemed to be merged into the deed to be delivered by Seller to Purchaser hereunder.

16. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representative, successors and permitted assigns.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.

19. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right

hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

20. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between Seller and Purchaser with respect to the Property and the transaction contemplated herein.

21. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first hereinabove written.

"SELLER"

C and S INC, an Indiana corporation

By: _____
Printed: _____
Title: _____
Dated: _____

"PURCHASER"

**The REDEVELOPMENT
COMMISSION OF BLOOMINGTON,
INDIANA**

By: _____
Donald Griffin, President
Dated: _____

APPROVED AS TO FORM:

THE CITY OF BLOOMINGTON

By: _____
Philippa Guthrie, Corporation Counsel
Dated: _____

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“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, 2023

Financial Information:

Estimated full cost of project:	\$13,000,000.00
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Sources of funds:	
Consolidated TIF	\$10,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	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: \$79,865.63 Legal Fees: \$29,275.63 Engineering: \$11,800 Phase 1: \$15,200 Phase 2: \$23,590	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	Total: \$4,935,959.03	2020-2023
6a	Design – VE Engineering	\$720,959.03	Oct. 2020 – Dec. 2023
6b.	Right of Way Acquisition	Estimated \$90,000	Nov. 2021 – May 2022
6c	Construction Inspection	Estimated \$475,000	Apr. 2023 – Nov. 2023
6d.	Construction	Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Additional Property Acquisition	\$350,000.00	Feb. 2021

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

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

- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

20-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR THIRD ADDENDUM FOR
THE B-LINE TRAIL AND MULTIUSE PATH**

- 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 City awarded the design contract to Aztec Engineering (“Aztec”) on December 12, 2017, and the RDC approved funding for a addendum to the agreement in Resolution 19-98; and
- WHEREAS, the City has negotiated a third addendum to Aztec’s contract to add design services, additional environmental services, revised right-of-way acquisition, and utility potholing to the scope of the Project (“Services”) for an amount not to exceed an additional One Hundred Eighty Thousand Nine Hundred Dollars (\$180,900.00); this brings the total cost for the design project to Eight Hundred Eighty-Three Thousand Six Hundred Ninety-Nine Dollars (\$883,699.00); and
- WHEREAS, a copy of the third addendum with Aztec that was approved by the Board of Public Works on October 13, 2020, is attached to this Resolution as Exhibit A; 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; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

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 funding in an amount not to exceed an additional One Hundred Eighty Thousand Nine Hundred Dollars (\$180,900.00) for a grant total that shall not exceed Eight Hundred Eighty-Three Thousand Six Hundred Ninety-Nine Dollars (\$883,699.00) for the Services.
3. The Payment authorized above may be made from the Consolidated TIF (West 17th Street). 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, 2022.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

ADDENDUM #3 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. (“Consultant”)

This Addendum #3 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract.” The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit G, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of One-Hundred Eighty Thousand Nine Hundred dollars (\$180,900.00) as specified in Exhibit G. The Additional Services increase the design cost of the Project to a total amount of Eight-Hundred Eighty-Three Thousand Six-Hundred Ninety-Nine dollars (\$883,699.00).
3. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Updates to the schedule are provided in Exhibit G.
4. In all other respects, the Agreement and the Addendum 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:

CITY OF BLOOMINGTON

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: _____

Terri Porter, Director
Dept. of Planning and Transportation

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

CONSULTANT

By:  _____

Adrian Reid, P.E.
Associate Vice President, AZTEC

Date: October 12, 2020

Exhibit G
Additional Services

A. *Additional design services*

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E & F included in Contract Addenda #1 and #2 included additional services that included ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, and additional design services. Exhibit G adds the following to the design contract:

Additional design services covering work completed under the design contract. To date, these services include

1. Establishing the final trail alignment. Formal comments received from the City changed the B-Line alignment between Adams Street and Fountain Drive.
2. Revisions to the multiuse path adjacent to the historic property and wall. AZTEC generated a multiuse path design with input from the City's PM. The design adjacent to the historic property at 2102 W. Fountain Drive included an 8-foot-wide trail with no buffer. Based on later comments from the City, AZTEC added a 5-foot-wide buffer plot between the trail and the proposed travel lane on Fountain Drive. This required changes to the roadway alignment and altered impacts to utilities.
3. Design of tie-ins at two parcels not included in the scope of services. Active project sites for two developments in the project corridor required tie-in points with the AZTEC design. The tie-in points were assumed to be at the property lines with "clean" connection points. AZTEC developed the tie-ins with both sites at various stages of completion. This effort took additional staff time to develop viable solutions in compliance with INDOT LPA standards.
4. Requests to evaluate design alternatives. At the City's request, AZTEC evaluated and generated estimates for two project components: a bridge alternative in the B-Line Extension segment of the project adjacent to the Indiana Railroad tracks and a storm sewer extension on 11th Street as alternative to the storm water outfall that continued along Fountain Drive.
5. Revisions to the project ROW were completed based on comments received from formal review comments. At the City's request, the ROW lines were altered again from a second review of the ROW plans after the plans were submitted for ROW Engineering.

The additional design services totals **\$88,200.**

B. *Additional environmental services*

Addendum #2 to the contract included environmental services for the project, adding Section 106 consultation. Addendum #2 included 60 hours for Section 106 Consultation. The staff hours needed to complete the coordination with the State Historic Preservation Office (SHPO) and INDOT Cultural Resources Office (CRO) and address their comments are more than the original estimate. This is due in large part to the historic property at 2102 W. Fountain Drive and contributing structures in the project area that required additional coordination and design to avoid a Section 4(f) process. The NEPA document is a CE-4 with a project finding of "likely to adversely affect." The environmental efforts required additional PM and design coordination and CAD time to ensure project impacts were properly assessed and conveyed to INDOT. The total additional fee is estimated at \$28,000.00.

Additional archaeological services were requested by the INDOT CRO for the fiber optic installation and detention pond area. The additional services will be conducted by AZTEC's subconsultant, Green 3, LLC and are estimated to be \$3,100.00. Design changes for the fiber optic line, water line, and detention pond area also required revisions to the Historic Properties Report.

The total of additional environmental services is **\$31,100.**

C. *Revised Right-of-Way Acquisition Services*

Addendum #2 revised contract language specific to one subconsultant to facilitate a change to the ROW team who will provide acquisition services for the contract. The team included a Title Search company, an Appraiser, a Review Appraiser, and a local Buyer managed by a prequalified subconsultant different from the one named in the contract.

Parcel 16 has one owner but 10 residential structures (including 2 duplexes). As a result, the appraisals are conducted as though there are 10 parcels and not 1 parcel. Additionally, each of the residences will have probable setback damages and require long form appraisals. Additional fees will be associated with the appraising.

Appraisals have begun but the environmental approvals have been delayed by Section 106 and 4(f) consultations. Additional fees to update appraisals and title work are included in the revised ROW Acquisition Estimate.

Addendum #3 includes administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals. These fees were not included in Addendum #2 and are estimated to be \$40,000.

D. *Utility Potholing*

Utility coordination activities have resulted in for potential conflicts with project features and existing underground utilities. There are also two private force mains within the project limits and the location of these mains is unclear. Potholing services to identify utility locations and depths is needed to clarify underground conflict points and survey the utility elevations.

No potholing services have been included in the project scope. Addendum #3 includes potholing services, including locating, surveying, and traffic setups, to assist with project design and utility relocations and are estimated to be \$21,600.

E. *Schedule Update*

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)	CONTRACT UPDATE – Add. #3 (09/14/2020)
Notice to Proceed	December 15, 2017	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change

Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021
Bid Opening/Award	November 2020	No change	No change	November 2021

Exhibit G

Index of Appendices

- G.1. Original Contract Fee Estimate including Addendum #02
- G.2. Addendum #3 Fee Estimate

G.1. Original Contract Fee Estimate Including Addendum #02

G.2. Addendum #03 Fee Estimate

G.2. Additional Scope/Fee Estimate for AZTEC Subconsultants

The revised subconsultant fee amounts and new subconsultants in Addenda #01 & 02 are as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$28,208.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$4,706.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$71,180.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$40,920.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
	SUBTOTAL	\$313,328.00

The revised subconsultant fee amounts and new subconsultants in Addendum #03 is as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$31,808.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$7,806.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$48,170.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$83,930.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
<i>Snedegar Construction</i>	<i>Potholing/Locating</i>	<i>\$18,000.00</i>
	SUBTOTAL	\$358,028.00

The revised subconsultant fees in Addendum #03 add \$44,700.00 to the base contract. **Exhibit F.4.** includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

1. \$3,600.00 in additional topographic survey for potholing layout and surveying during potholing activities.
2. Potholing and private utility locating services by Snedegar Construction in the amount of \$18,000. Services include potholing with a vactor truck, locating two private sewer force mains, and traffic control setup.
3. Inclusion of additional Archaeological Investigation services in the amount of \$3,100.00 with written findings as required by the INDOT CRO.
4. ROW Acquisition Services for additional appraisals and review appraisals for Parcel 16. Services will be performed by Monroe-Owen Appraisals and Perry & Associates for the total amount of \$20,000. The fee includes updating appraisals and reviews as needed.

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 \$1,150,000 ~~\$717,640~~ in federal funds for ~~construction and construction inspection~~ **right-of-way services and acquisitions**.

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 17th, 2018

End Date: ~~July 31st, 2022~~ **December 31st, 2022**

Financial Information:

Estimated full cost of project:	\$3,267,799 \$3,815,749
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,150,000 ¹ \$717,640
Consolidated TIF	\$1,903,349² \$2,883,659

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	\$702,799 \$883,699	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$530,000 \$897,050	Oct 2019 – May 2020 Oct 2019 – Oct 2021
4	Construction	\$1,800,000	Apr 2021 – Nov 2021 Apr 2022 – Dec 2022
5	Construction Engineering	\$225,000	Apr 2021 – Nov 2021 Apr 2022 – Dec 2022

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

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

**20-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF EXTENSION OF AGREEMENT WITH CITY LAWN

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure and renovate the Dimension Mill (the “Project”); and

WHEREAS, in Resolution 19-30, the RDC approved a contract with City Lawn, LLC (“City Lawn”) and approved an addendum in Resolution 20-38 to perform the mowing for the Trades District to maintain the Project; and

WHEREAS, Staff and City Lawn have negotiated an addendum to the agreement to cover the additional expenses for lawn mowing services to the RDC in the Trades District (“Additional Services”); and

WHEREAS, the Addendum to provide the Additional Services is attached to this Resolution as Exhibit A, and is for an amount not to exceed an additional Three Thousand Dollars (\$3,000.00), which bring the grand total for the 2020 services to Nine Thousand (\$9,000.00); and

WHEREAS, the RDC has available funds in its 444 account to pay for the Services;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Addendum to the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the Additional Services from its “444” maintenance account in amount not to exceed an additional Three Thousand Dollars (\$3,000.00) and a grant total not to exceed amount of Nine Thousand Dollars (\$9,000).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2020, unless extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION AND CITY LAWN SERVICE**

This Addendum supplements the Agreement between City of Bloomington Redevelopment Commission and City Lawn, LLC (“Agreement”) that was executed on April 1, 2019, as follows:

1. **Scope of Services:** Article 4 of the Agreement states: “Additional services not set forth in Article 1 . . . must be authorized in writing by the Commission” The Commission and City Lawn desire to add additional services to the Scope of Services specified in Article 1 to the Agreement.
2. **Renewal Term:** Article 25 of the Agreement permitted three additional renewal terms of the Agreement. The RDC and City Lawn hereby agree to an additional term ending December 31, 2020, unless otherwise extended with thirty-day written notice prior to the end of the term.
3. **Additional Compensation:** The RDC and City Lawn agree to add additional compensation for a total contract amount not to exceed Nine Thousand Dollars (\$9,000.00).
4. 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

Date: _____

CITY LAWN, LLC

Randy Younger, Owner

Date: _____