

**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/98687165569?pwd=TjFScE1MeW8xdTR3b3F4eGQra3Fydz09>  
Meeting ID: 986 8716 5569 - Passcode: 982082*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 16, 2020
- III. EXAMINATION OF CLAIMS** –November 25, 2020 for \$376,609.06
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 20, 2020 for \$34,083.31
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director's Report
  - B. Legal Report
  - C. Treasurer's Report
  - D. Business Development Updates
- VI. OLD BUSINESS**
  - A. Resolution 20-84: Approval of Funding Agreement Amendment for LifeDesigns
- VII. NEW BUSINESS**
  - A. Resolution 20-89: Approval of Project Review and Approval Form Regarding Financial Analysis and Redevelopment Strategy for the IU Health Bloomington Hospital Site at 2<sup>nd</sup> & Rogers
  - B. Resolution 20-90: Approval of Project Review and Approval Form Regarding Project Management for the IU Hospital Site at 2<sup>nd</sup> and Rogers Street
  - C. Resolution 20-91: Recommendation to Keep the Kohr Administration Building on the Old IU Health Bloomington Hospital Site
  - D. Resolution 20-92: Approval of Lease Offering Sheets for 4<sup>th</sup> Street Garage and Trades District Garage Commercial/Office Space
  - E. Resolution 20-93: Approval of Addendum to Agreement with BCA Environmental Consultants, LLC for a Phase II Environmental Site Assessment on 413 W. 2<sup>nd</sup> Street
  - F. Resolution 20-94: Amendment to Lease Agreement with Grant Properties at 216 S. College Avenue
- VIII. 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](mailto:human.rights@bloomington.in.gov).*

**EXECUTIVE SESSION**

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, November 16, 2020, at 4:30 p.m. via ZOOM.

Commissioners Present (via ZOOM): Donald Griffin, Nicholas Kappas, Cindy Kinnarney, Eric Sandweiss, and David Walter.

Commissioners Absent: None.

Staff Present: Doris Sims, HAND Director, Christina Finley, HAND, Philippa Guthrie, Corporation Counsel; Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, Controller; and Alex Crowley, Director, Economic and Sustainable Development.

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

No other matters were discussed.

The meeting adjourned at 5:05 p.m.

---

Donald Griffin, President

---

Cindy Kinnarney, Secretary

---

Date

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, November 16, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8963>***

**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; Matt Swinney, Program Manager, HAND

Others Present: Mick Renneisen, Deputy Mayor; Mary Carmichael, Director of Community Engagement, Office of the Mayor (OOTM); Kelly Boatman, Contractor, OOTM; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Rachel Momenee, Skidmore Owings and Merrill; Josh Scism, Senior Project Manager, CORE Planning; Dave Askins, B Square Beacon; Jen Pearl, President, BEDC; Aaron May; Mary Morgan, Director of Advocacy & Public Policy, Chamber of Commerce; Douglas Voigt, Citizen; Mary Krupinski, Citizen; Samuel Dove, Citizen; Tan Roznowski, Citizen; Stephanie Henderson, Citizen; Josh Eisenhauer, Citizen

**II. READING OF THE MINUTES** – Cindy Kinnarney to approve the November 2, 2020 minutes. Nicholas Kappas seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIMS** – Eric Sandweiss moved to approve the October 30, 2020, claim register for \$155,004.11. David Walter seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Cindy Kinnarney moved to approve the November 6, 2020, payroll register for \$31,133.50. Nicholas Kappas seconded the motion. The motion passed unanimously.

**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 available to answer questions.

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

**VI. NEW BUSINESS**

**A.** SOM Presentation on the Hospital Site. The slides from the presentation are attached to the minutes.

**B.** Resolution 20-84: Approval of Funding Agreement Amendment for LifeDesigns. Matt Swinney stated the approved funding agreement with LifeDesigns was for renovation of the unfinished basement at their group home. The scope of work was to renovate the basement into a community room. Unfortunately, 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. LifeDesigns is requesting to use the already approved funds to replace tankless water heaters located at the 1826 South Covey Lane group home.

Swinney said the cost of the basement renovation is \$38,392. The tankless water heaters will cost \$14,000.

Don Griffin asked why the tanks need to be replaced. Swinney said LifeDesigns stated in their request that the current water heaters are aging and at the end of their service. They want to replace them with high efficiency tankless water heaters. Other commissioners had questions regarding tankless verses tanked water heaters and would like some more information.

Doris Sims said HAND will contact LifeDesigns and ask for a cost estimate for tankless and tank heaters.

Nicholas Kappas moved to consider Resolution 20-84 at the RDC meeting on December 7, 2020, via roll-call vote. David Walter seconded the motion. Don Griffin, Eric Sandweiss, and Cindy Kinnarney voted yes. The motion passed unanimously.

### **Public Hearing**

- C. Resolution 20-85: Approval of Conveyance to Habitat for Humanity of Real Estate at 1100 West 10<sup>th</sup> Street. Doris Sims stated the HAND department worked with the previous owner to build a home at 1100 West 10<sup>th</sup> Street. The homeowner is now deceased. Sims said since HAND had a lien on the property at the time of the homeowner's death the property had to be acquired through the foreclosure process. Unfortunately, there was a fire at the property that damaged the house and has now been demolish.

Habitat for Humanity is interested in purchasing the property to remodel a storage container into a home. Sims said the Redevelopment Commission can convey property to a not for profit without the normal public bid offering steps. Sims said two appraisals were received, the lower of the two appraisals was \$14,500.

Larry Allen said we can follow special procedures for bid because there is a statute for the Redevelopment Commission that allows the conveyance of property to community development corporations as long as they meet certain criteria, which is outlined in the resolution. Allen said if the resolution is approved we will prepare a memorandum of understanding (MOU) that memorializes the statutory requirement with Habitat for Humanity, prior to closing. Don Griffin will be authorized to sign the MOU.

Larry Allen stated there is a correction to Resolution 20-85 in the packet. The amount of conveyance in the packet is \$19,500 and should be \$14,500. They correction was needed due to clerical error.

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

David Walter moved to approve Resolution 20-85 for a purchase amount of \$14,500 via roll-call vote. Nicholas Kappas seconded the motion. Don Griffin, Cindy Kinnarney, and Eric Sandweiss voted yes. The motion passed unanimously.

### **End of Public Hearing**

- D. Resolution 20-86: Approval of Purchase Agreement for 413 West 2<sup>nd</sup> Street. Alex Crowley said this property is located at the corner or Rogers and 2<sup>nd</sup> Street. The lot is not part of the transfer of property from IU health to the City of Bloomington. However, Crowley said our hope is to acquire the lot and fold it into the overall developable project that is the

hospital site. Crowley said if this resolution is approved the next step is to proceed with an immediate environmental evaluation of the lot.

David Walter asked if we have sufficient funds for the acquisition. Jeff Underwood replied, yes.

Nicholas Kappas asked if this is the right time to purchase the property considering everything going on in the world. He said other organizations might need those funds more than us. Alex Crowley said TIF funding has a very limited use. He said it is our estimation that this acquisition can and should be done right now in order to facilitate what stems from the master planning process.

Don Griffin if two appraisal were conducted. Crowley said yes, one was \$205,000 and the other was \$375,000. The agreed purchase price is \$350,000.

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

David Walter moved to approve Resolution 20-86 via roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, Cindy Kinnarney, and Nicholas Kappas voted yes. The motion passed unanimously.

- E. Resolution 20-87: Approval of Funding for Third Addendum for the B-Line Trail and Multiuse Path. Larry Allen said additional services include design, environmental, revised right-of-way acquisition, and utility potholing. The total addendum amount is \$180,900 and was approved by the Board of Public Works on October 13, 2020. This brings the total design cost to \$883,699.

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

Nicholas Kappas moved to approve Resolution 20-87 via roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin, Eric Sandweiss, and Cindy Kinnarney voted yes. The motion passed unanimously.

- F. Resolution 20-88: Approval of Extension of Agreement with City Lawn. Larry Allen said the RDC previously approved a contract with City Lawn for mowing services of RDC owned property, particularly in the Trades District. The original amount of the contract was an estimate of how much it would cost to upkeep the properties. Unfortunately it was not enough to cover the 2020 costs. This addendum will provide additional funding to cover the remaining 2020 costs. It will also serve as notice to extend this agreement through 2021. The funds come from the "444" maintenance account.

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

David Walter moved to approve Resolution 20-88 via roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, Cindy Kinnarney, and Nicholas Kappas voted yes. The motion passed unanimously.

## **G. BUSINESS/GENERAL DISCUSSION**

## **H. ADJOURNMENT**

---

Don Griffin, President

---

Cindy Kinnarney, Secretary

---

Date



# BLOOMINGTON HOSPITAL SITE REDEVELOPMENT

---

Redevelopment Commission | Nov 16, 2020



# **Redevelopment Commission Meeting Agenda**

- **Project Overview and Process**
- **Implementation**
- **Next Steps**





# Project Overview

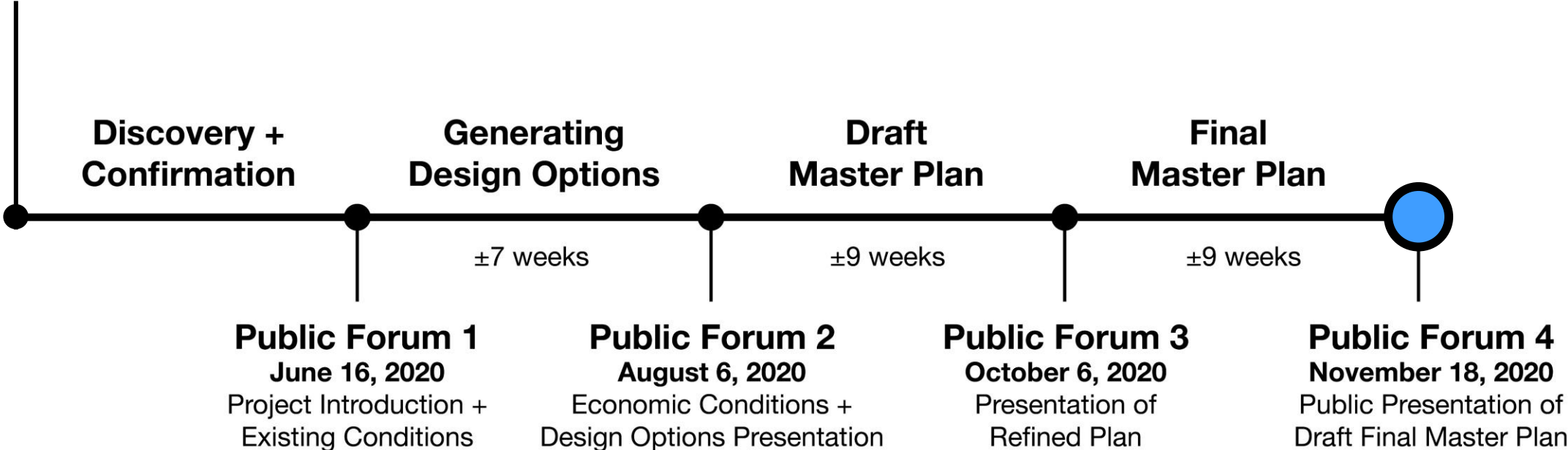
# Project Overview

- In May 2018, the City entered into a purchase agreement with IU Health for the 24-acre hospital site
- IU Health will relocate to a new facility in late 2021
- The agreement states that the City will receive a cleared and remediated site
- The existing parking garage will remain and the Kohr Administration Building may remain
- A Hospital Reuse Committee and Project Review Committee were formed to offer input and provide guidance to the planning process



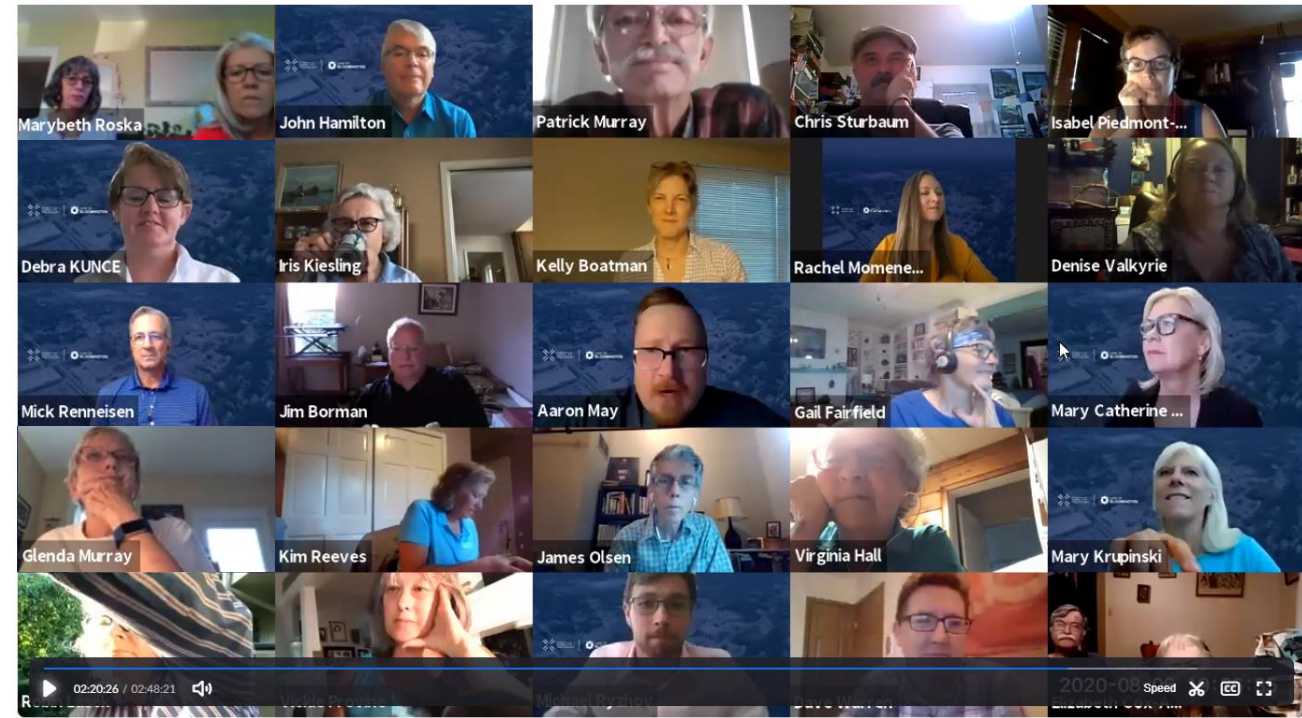
# Project Timeline

**Kicked off in April 2020** with public input and consultation with the City, the Redevelopment Commission, the Hospital Reuse Committee, and the Project Review Committee



# Master Planning Process

- Seek developmental input and reactions to Master Planning approaches from various Community Stakeholders to inform the forward path for the Hospital Site redevelopment
- Utilize digital platforms to make information available to the public, survey/validate/adjust, and host forums for group participation during pandemic quarantine
- Translate public input to complete a comprehensive master plan and landscape design guidelines for the 24-acre project site
- Translate the vision for site into zoning updates for approval by City Plan Commission and the Common Council



# Principles

---

- Create a diverse and inclusive community by providing a variety of housing types for different income levels and expanding options for all households
- Establish a lively mix of uses that are community facing and in support of downtown Bloomington
- Reconnect the street grid with people-first street design
- Maintain neighborhood scale at the edges to create unique and seamless transitions into the site
- Contribute to the network of public space that encourages people to spend time outdoors, together
- Anchor new hubs to compliment existing surrounding assets and strengthen connections between people and place
- Integrate community amenities that reflect health, civic life, learning, workforce initiatives, emphasize arts and culture, and facilities that enable people to thrive
- Create a flexible framework to adapt to future changes in market and needs of the community in light of events such as the COVID-19 crisis
- Design a new standard of sustainability that creates a blueprint for truly climate-positive communities

# Enhancing the quality of life for everyone



Near West Side

Trades District 1 mile

Elm Heights

Indiana University 1.5 miles

Downtown Courthouse Square 0.5 miles

Prospect Hill

Elm Heights

Convention Center 0.4 miles

Hospital Site Redevelopment  
McDoel Gardens

West Pointe

Bryan Park

Switchyard Park 0.5-1 miles

# Study Area

 24-acre Hospital Site to be redeveloped

 52 additional acres to be rezoned



McDoel Gardens

Bloomington Hospital

Kohr

Parking Garage

Hunter School

Centerstone

Building Trades Park

Kroger

Prospect Hill

Towards Downtown  
North





**Intersection of 2<sup>nd</sup> and Rogers**



**The B-Line**



**Wylie Street and McDoel Garden**



**Kohr Administrative Building**



# Existing



McDoel Gardens

Wylie Street

Bloomington Hospital

1st Street

Kohr

Centerstone

Hunter School

Building Trades Park

2nd Street

Kroger

B-Line

Morton Street

Madison Street

Rogers Street

Prospect Hill

Fairview Street

Jackson Street

Maple Street

Euclid Avenue

Buckner Street

Walker Street

Towards Downtown

North

11



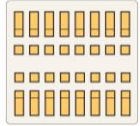
# North/South Streets as neighborhood connectors



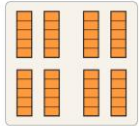
# East/West Greenway as important B-Line connection



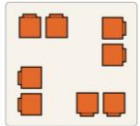
# Diversity and variety of housing types



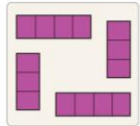
**small lot single-family**  
10-12 du/ac



**townhouse**  
10-20 du/ac



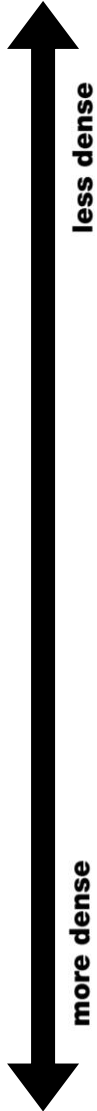
**fourplex**  
14-16 du/ac



**low-rise apartment**  
30-45 du/ac

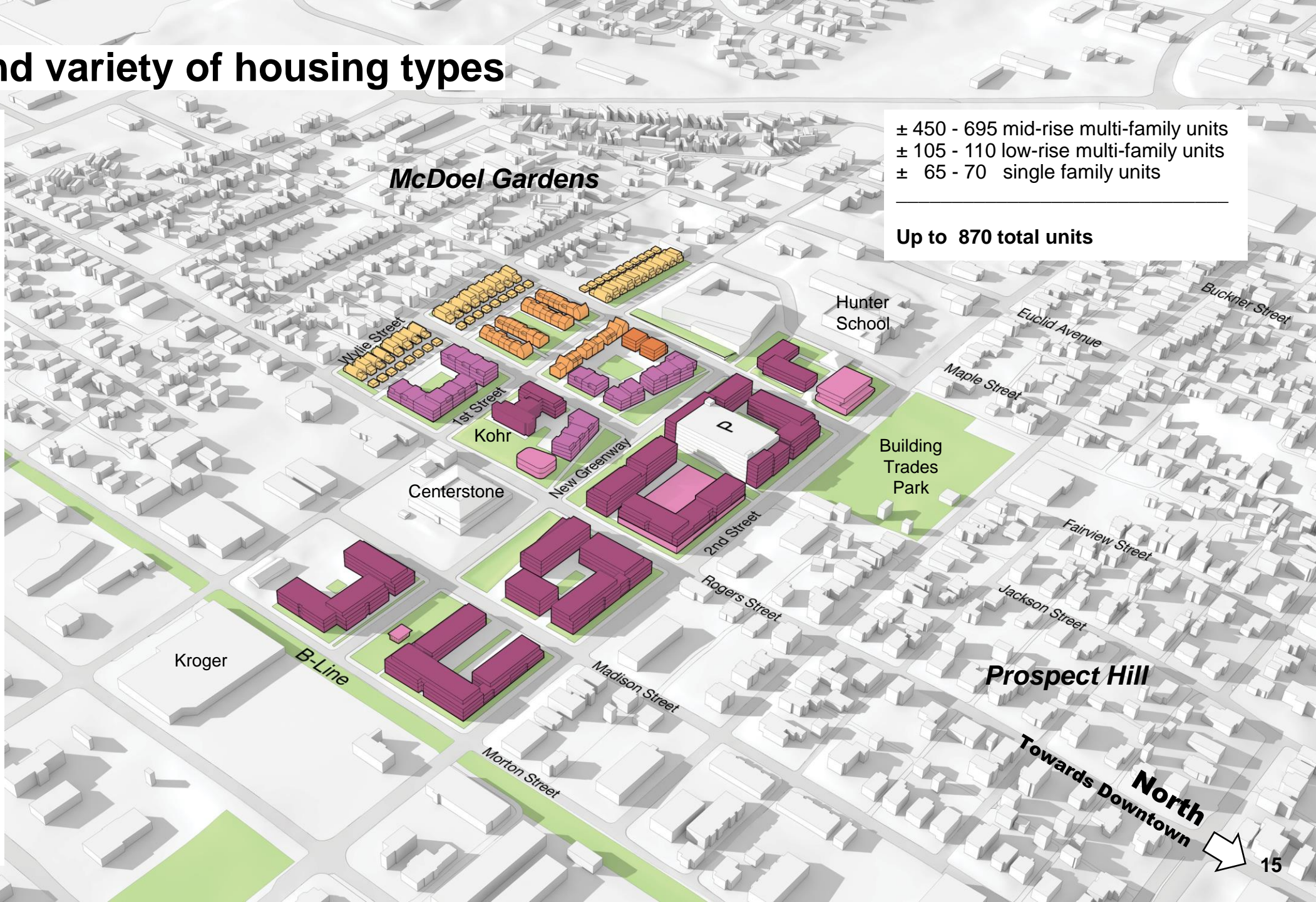


**mid-rise apartment**  
50-80 du/ac



less dense

more dense



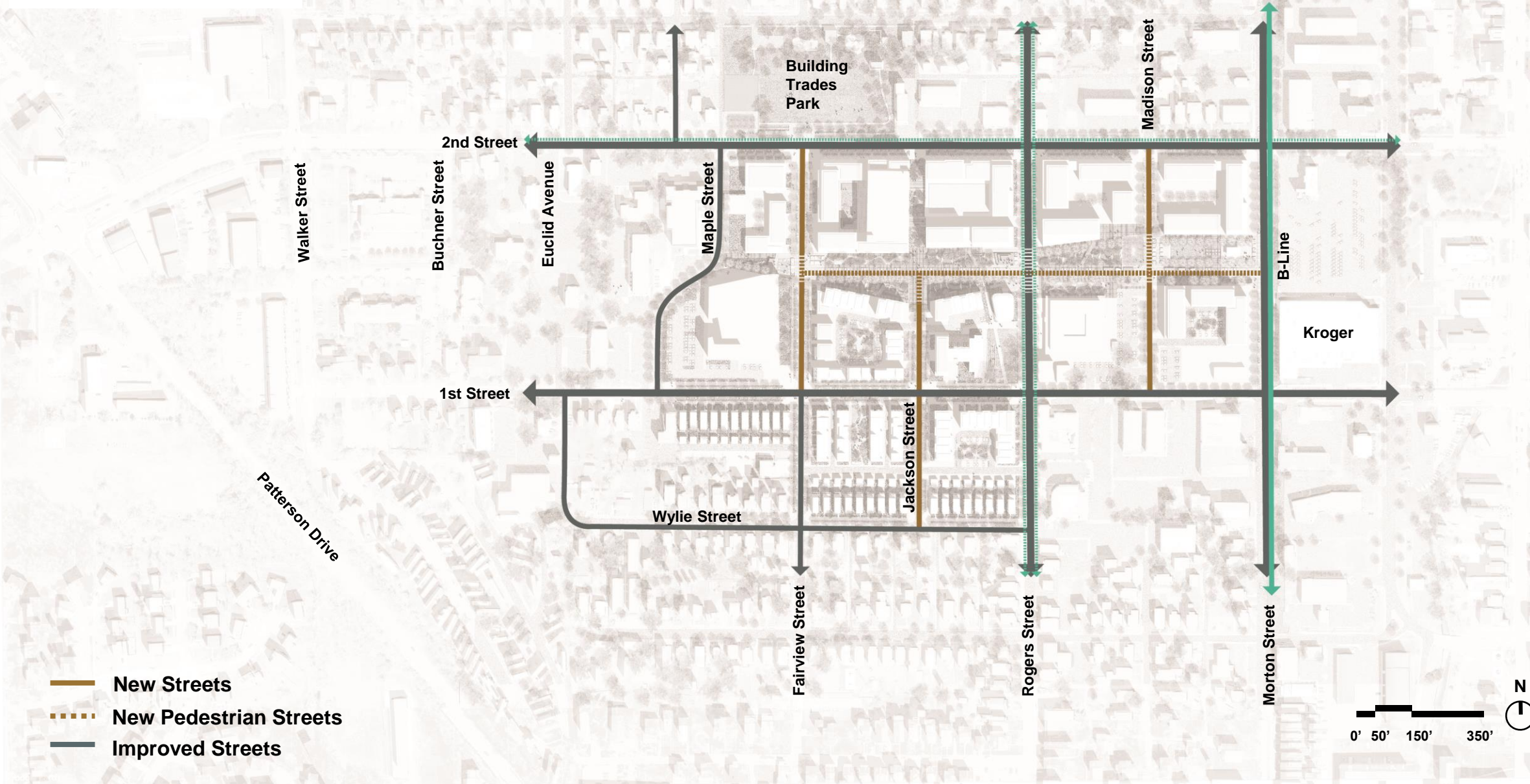
## McDoel Gardens

± 450 - 695 mid-rise multi-family units  
± 105 - 110 low-rise multi-family units  
± 65 - 70 single family units

Up to 870 total units



# Public Realm Framework Street Network

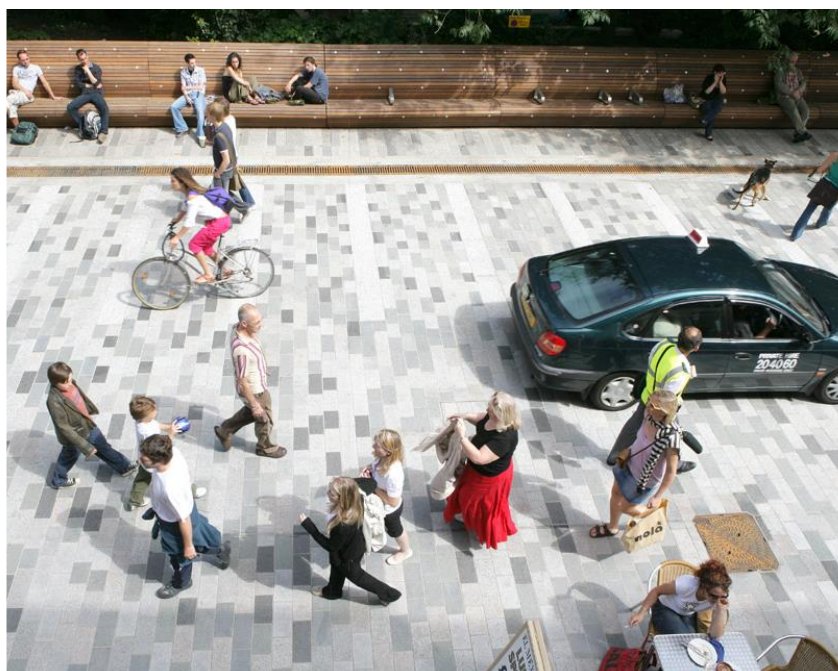


- New Streets
- ⋯ New Pedestrian Streets
- Improved Streets





# Complete Streets

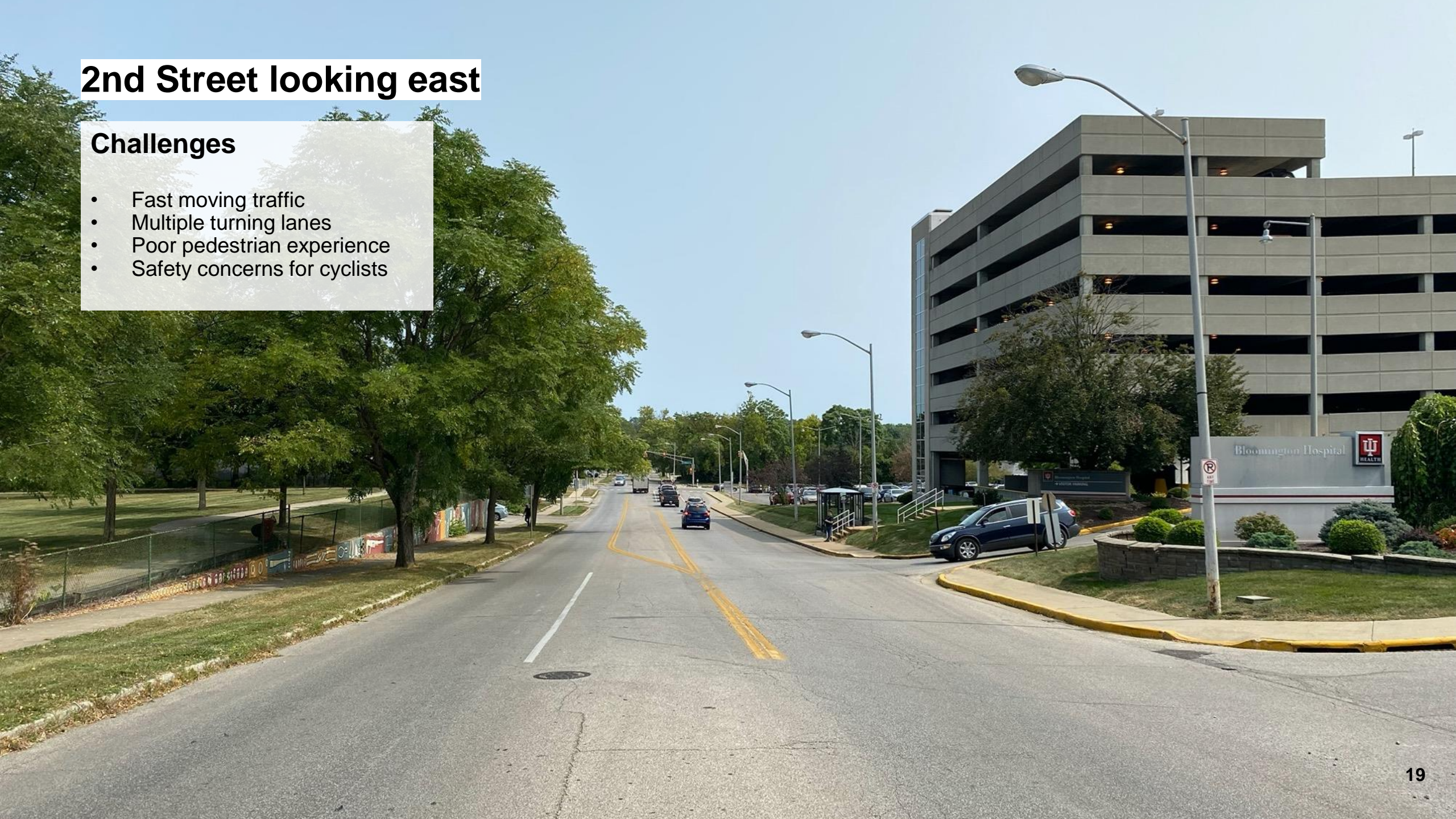




# 2nd Street looking east

## Challenges

- Fast moving traffic
- Multiple turning lanes
- Poor pedestrian experience
- Safety concerns for cyclists

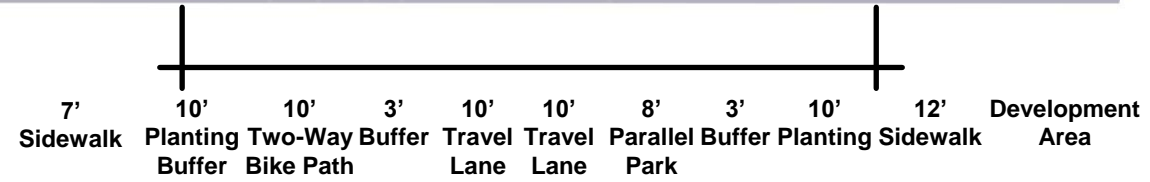
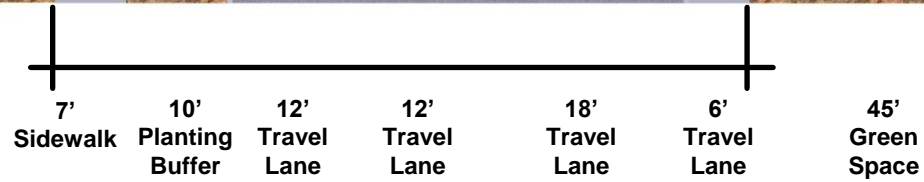


# Typical Street Section

## 2<sup>nd</sup> Street

Existing

Proposed



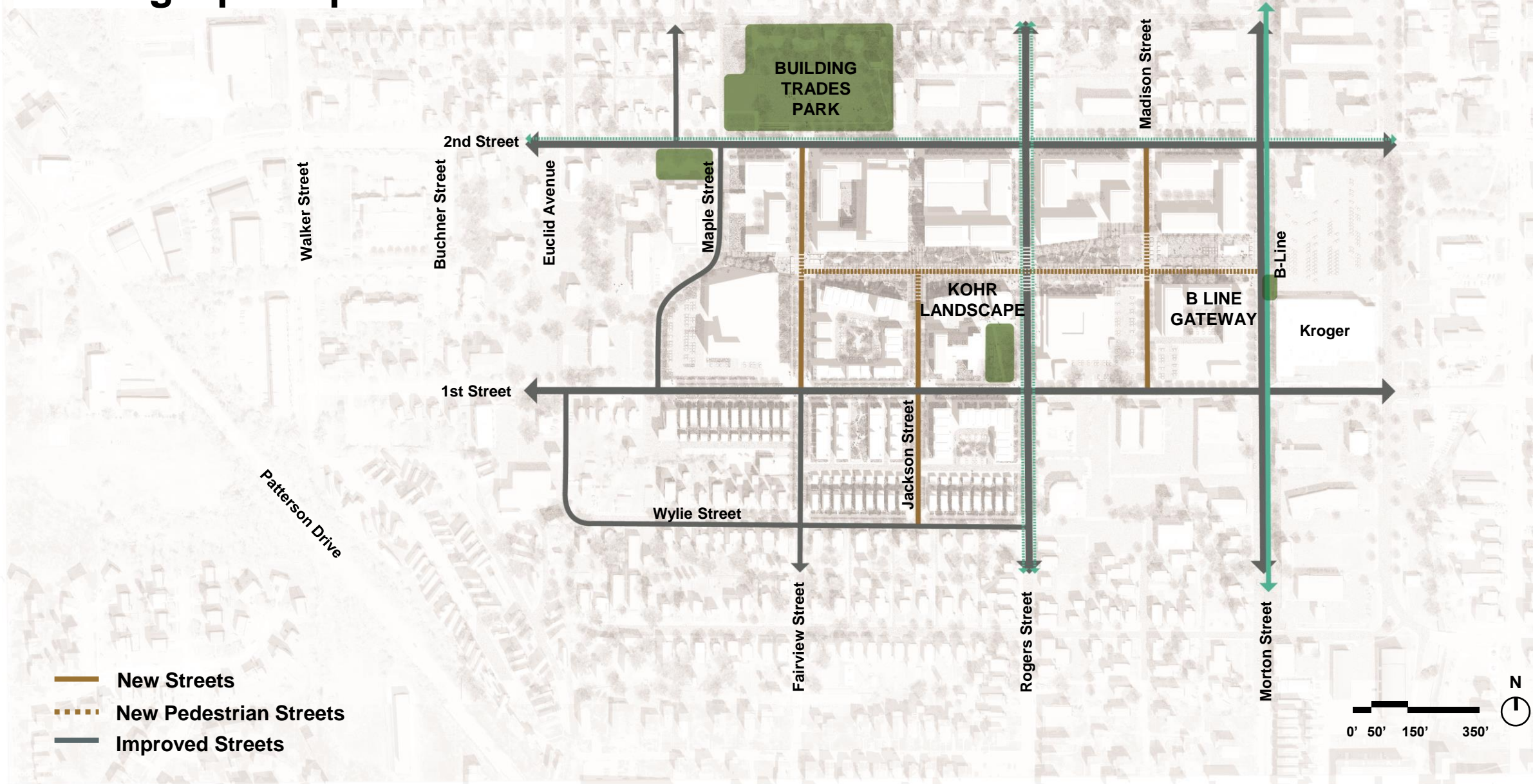
# Typical Street Section Fairview, Jackson, & Madison Streets

Proposed

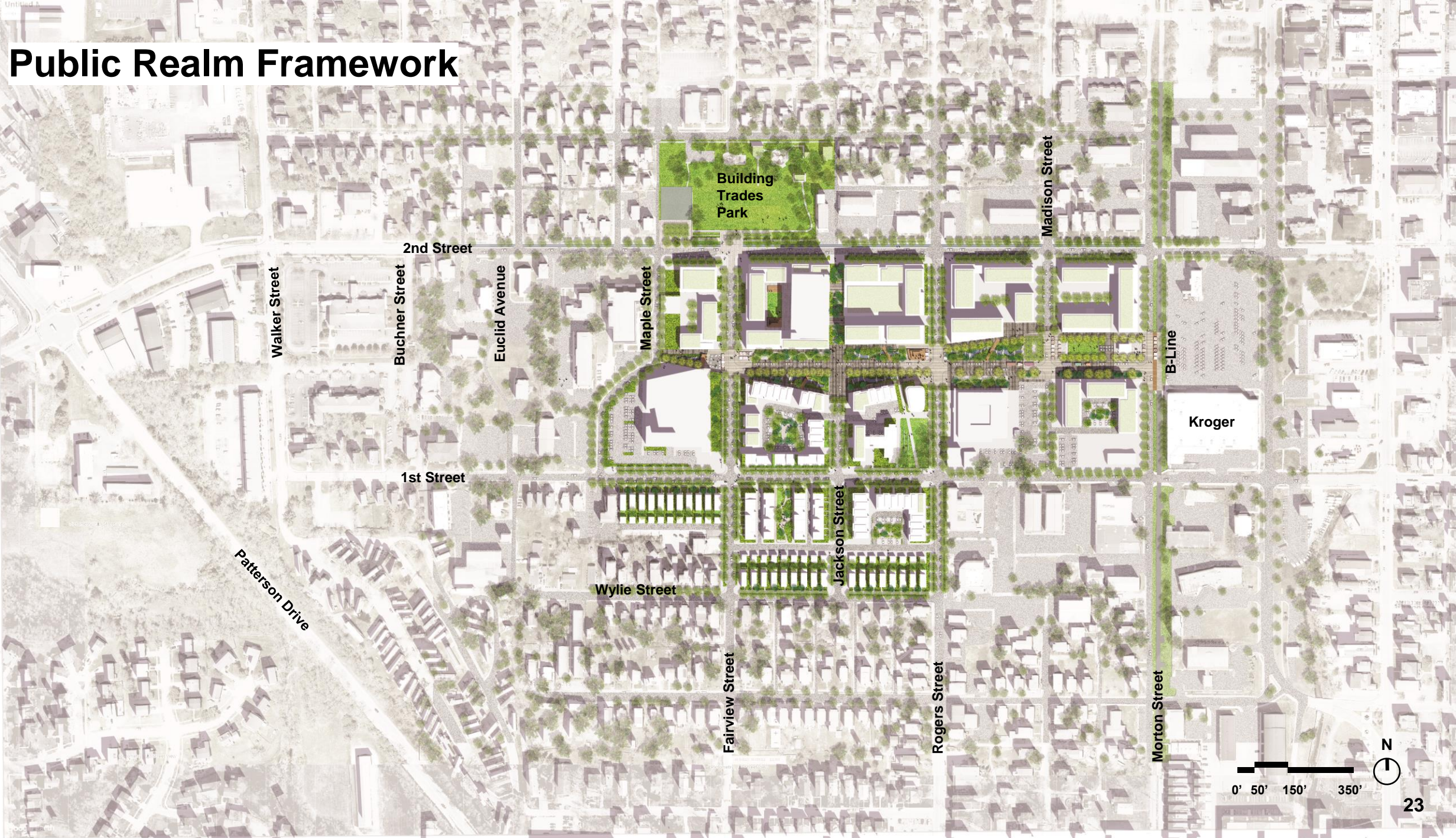


6' Sidewalk    5' Planting    8' Parallel Parking    10' Shared Travel Lane    10' Shared Travel Lane    8' Parallel Parking    5' Planting    6' Sidewalk

# Public Realm Framework Existing Open Space



# Public Realm Framework



# Public Realm Framework



The  
Overlook

Water  
Plaza

Meandering  
Garden

Wetland Garden

Art  
Alley

Wetland Garden

Wetland Garden

Stage  
Plaza

Wetland Garden

Grove  
Plaza

B-Line  
Plaza

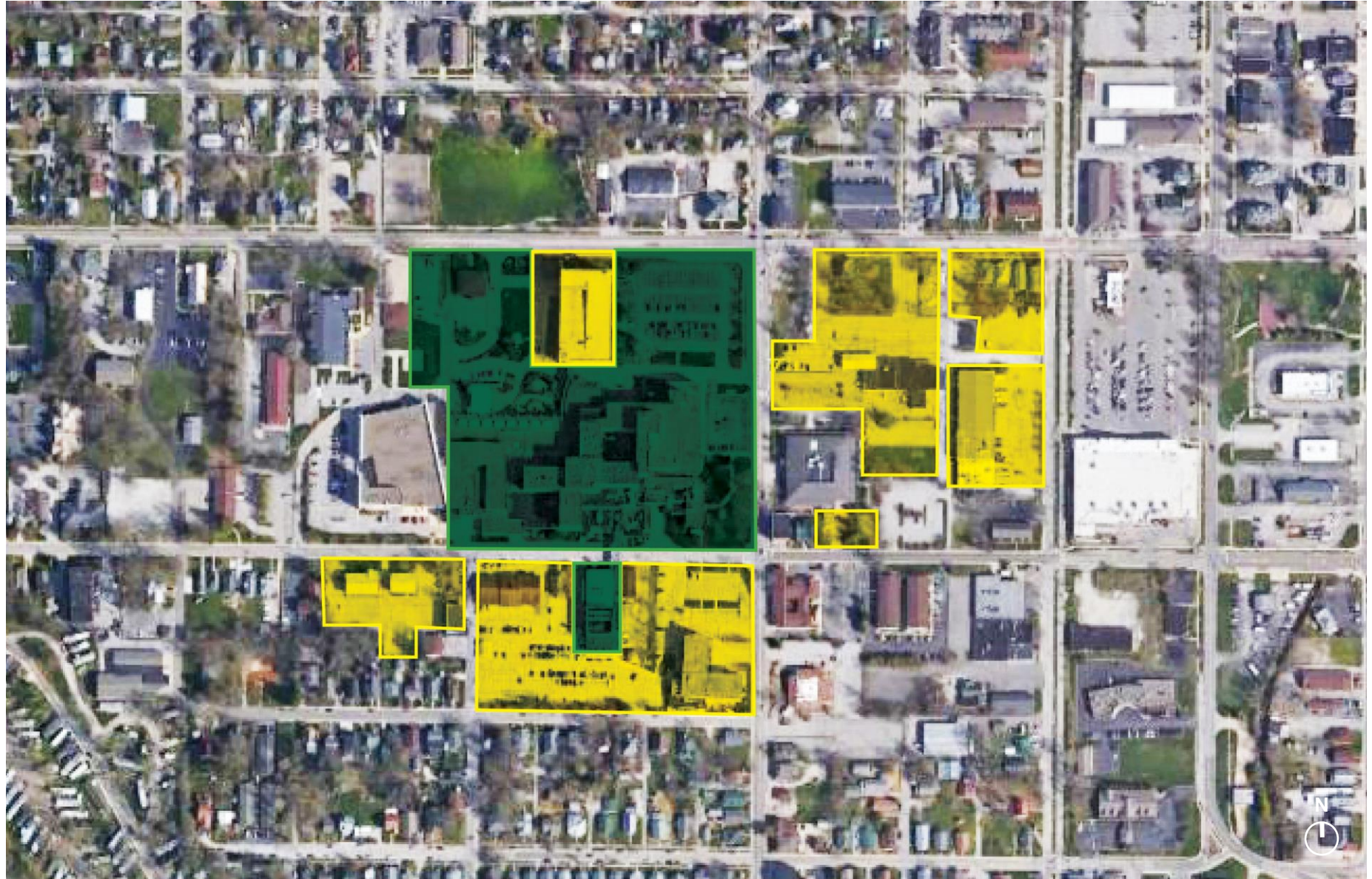


# Implementation

# Demolition / Site Transfer – IU Health

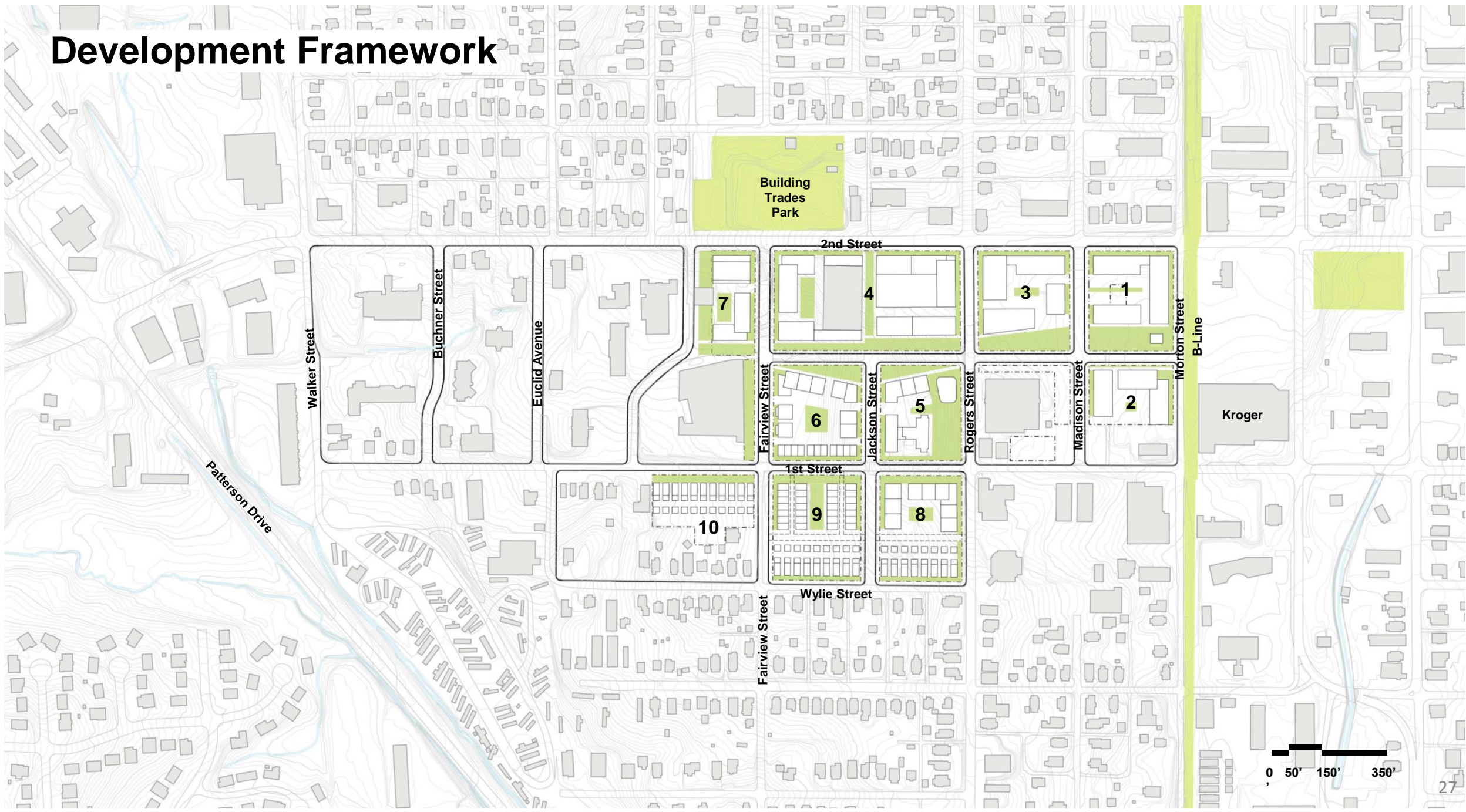
 Property transfer –  
demolished and cleaned  
as per IU Health  
agreement

 Property transfer  
“as is” condition





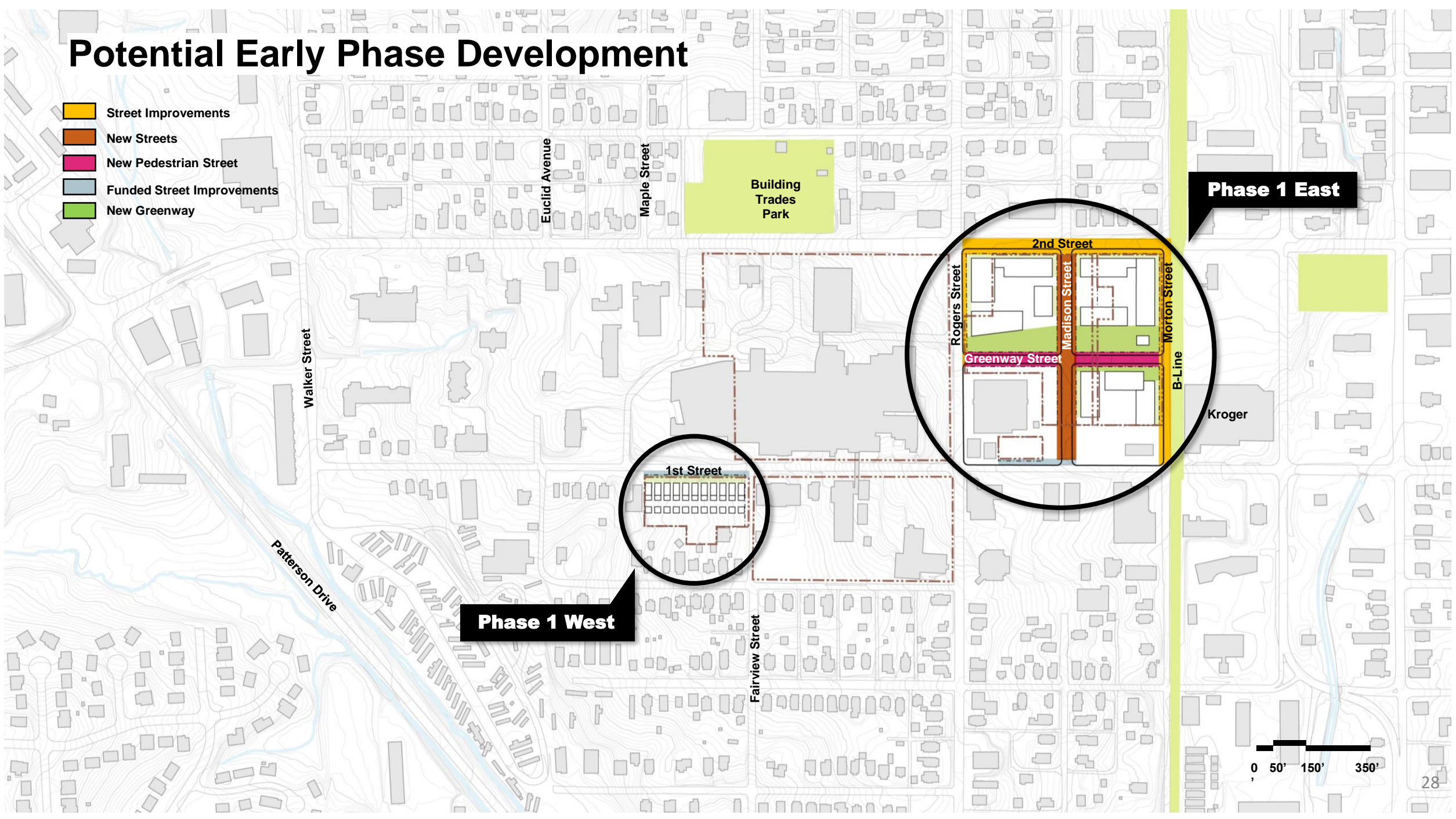
# Development Framework



0 50' 150' 350'

# Potential Early Phase Development

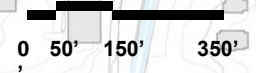
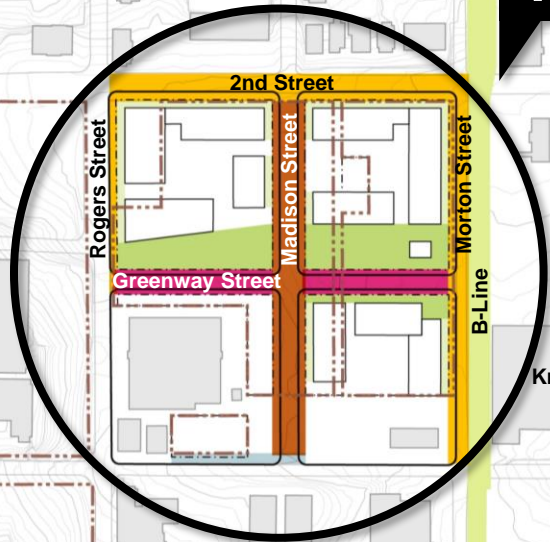
- Street Improvements
- New Streets
- New Pedestrian Street
- Funded Street Improvements
- New Greenway



**Phase 1 East**

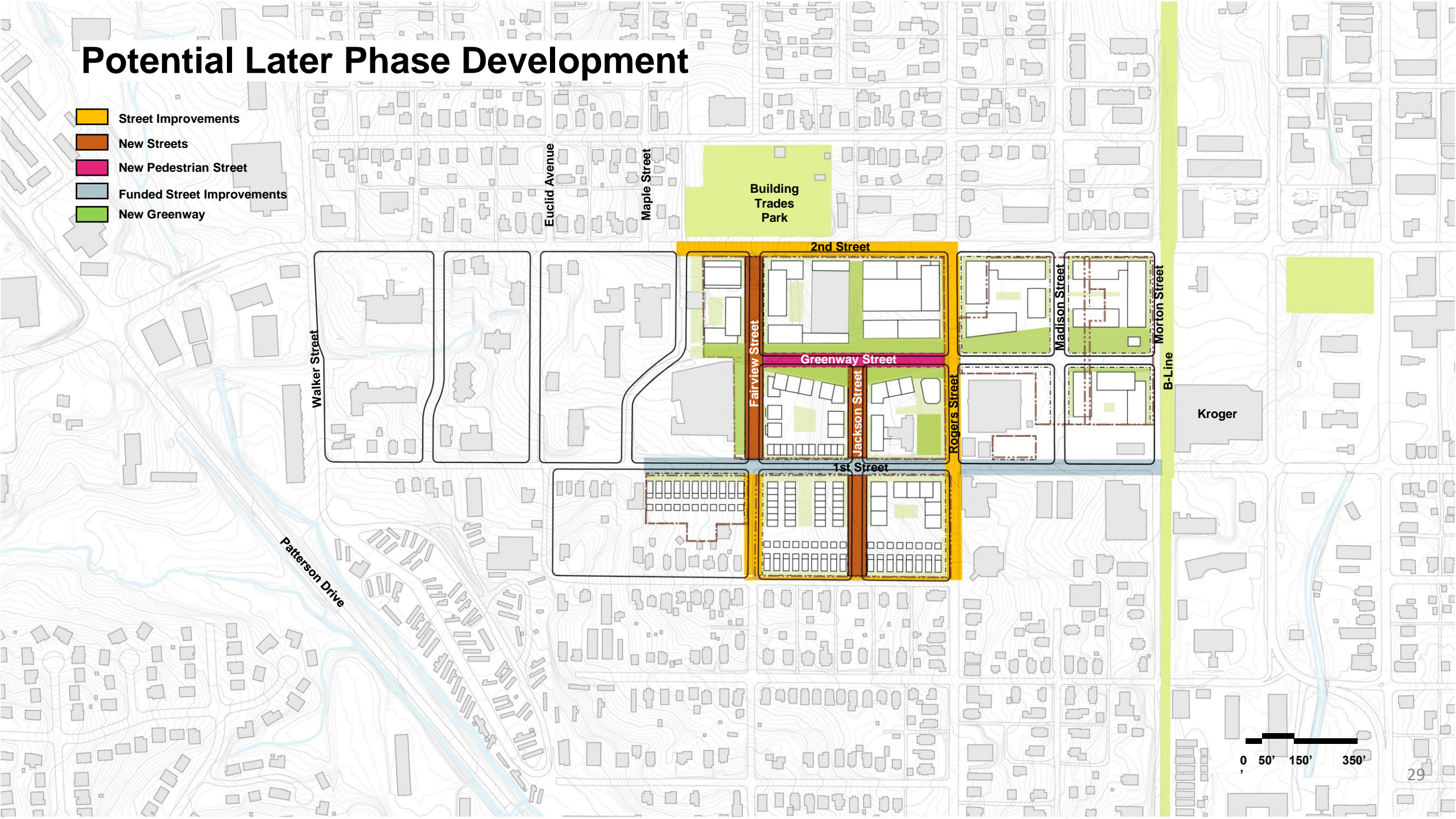
**1st Street**

**Phase 1 West**



# Potential Later Phase Development

- Street Improvements
- New Streets
- New Pedestrian Street
- Funded Street Improvements
- New Greenway



0 50' 150' 350'

# Potential Phasing Strategy

## Phase 1 West

### Enabling Projects

- Minor 1<sup>st</sup> Street improvements
- Minor Fairview Street improvements
- Demolition of existing buildings

### Development Potential

- 10-12 units
- Parcel Area 1.4 acres
- Parking

## Phase 1 East

### Enabling Projects

- Acquire remaining parcels
- Coordinate parking replacement for Centerstone
- Realign Madison Street from 2<sup>nd</sup> Street to 1<sup>st</sup> Street
- Morton Street Improvements from 2<sup>nd</sup> Street to 1<sup>st</sup> Street
- 2<sup>nd</sup> Street near term improvements from Morton Street to Rogers Street
- Demolition of existing buildings
- Minor Rogers Street Improvements
- Minor 1<sup>st</sup> Street Improvements
- Build initial phase of Greenway from Morton Street and Rogers Street

### Development Potential

- 200-350 of units
- Parcel Area 5.3 acres
- Parking

## Later Phases

### Enabling Projects

- 2<sup>nd</sup> Street long term improvements from Morton Street to Maple Street
- Rogers Street Improvements from 2<sup>nd</sup> Street to Wylie Street
- 1<sup>st</sup> Street Improvements from Morton Street to Maple Street
- Widen Fairview Street from 1<sup>st</sup> Street to Wylie Street
- Creation of Fairview Street between 2<sup>nd</sup> and 1<sup>st</sup> Streets
- Creation of Jackson Street between 1<sup>st</sup> Street and Greenway
- Creation of Greenway between Rogers Street and Maple Streets
- Creation of green buffer next to remaining IU Health facility
- Demolition of existing buildings not included as a part of the IU Health transfer agreement

### Development Potential

- 400-550 of units
- Parcel Area 13.6 acres
- Parking

View 1

# View from the B-Line looking West



View 1

# The B-Line Plaza

*An active community node along Bloomington's linear trail system*



**View in-progress**

View 2

## View from 1<sup>st</sup> Street and Fairview Streets looking West



View 2

# Bloomington's Next Great Place to Live

*A neighborhood that embraces diversity, sustainability, and people-first design*



**View in-progress**



View 3

## View from Building Trades Park looking South



View 3

# The 2<sup>nd</sup> Street Corridor

*A vibrant mixed-use development connected to a great neighborhood park*



**View in-progress**

TMRW.SE



**Next Steps**

**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

**20-89**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING FINANCIAL ANALYSIS AND REDEVELOPMENT STRATEGY FOR THE IU HEALTH BLOOMINGTON HOSPITAL SITE AT 2<sup>ND</sup> AND ROGERS STREETS**

**WHEREAS**, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support to engage SB Friedman for strategy and financial analysis related to the redevelopment of the IU Health Bloomington Hospital site at 2<sup>nd</sup> and Rogers Streets (“Project”); and

**WHEREAS**, a copy of the 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 finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

City of Bloomington  
 Redevelopment Commission  
 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:** Strategy and Financial Analysis for Redevelopment of the IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Hospital Site”)

**Project Managers:** Mick Renneisen, Alex Crowley, Jeff Underwood, Larry Allen, Philippa Guthrie

**Project Description:**

The first phase of this Project will involve performing a financial analysis of the properties included in the Hospital Site at 2<sup>nd</sup> and Rogers, convening stakeholders, assessing the land’s residual value, estimate stabilized assessment, preparing a cash-flow analysis, preparing strategy for partnerships and conveyance, and briefing final findings. The City may engage in the future for additional phases, including implementation of the redevelopment strategy.

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: December 2020  
 End Date: December 31, 2021

**Financial Information:**

Estimated full cost of project:	\$39,410.00
Sources of funds:	
Consolidated TIF	\$39,410.00



**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.

<b>Step</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Timeline</b>
1	Strategy and Financial Services	\$39,410	Dec. 2020-Dec. 2021

**TIF District:** Consolidated TIF (Expanded Adams Crossing, Walnut-Winslow, Downtown)

**Resolution History:** 20-89 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

December 1, 2020

Mr. Mick Renneisen  
Deputy Mayor  
City of Bloomington  
401 N. Morton Street  
Bloomington IN 47404

**RE: Bloomington Hospital Site / Redevelopment Strategy Financial Analysis**

Dear Deputy Mayor Renneisen –

SB Friedman Development Advisors (SB Friedman) is pleased to submit this proposal to the City of Bloomington (the “City”) to provide development advisory services as it pursues redevelopment of the 24-acre IU Health Bloomington Hospital site (the “Site”).

## Background and Understanding

The City is undertaking a once in a generation opportunity to redevelop a large, catalytic site located to the south and west of Downtown Bloomington. In 2020, the City engaged SOM to lead a multidisciplinary team, including SB Friedman in a market economist role, to develop a vision for the redeveloped site and outline initial implementation steps.

The City is now seeking development advisory services to assist with implementation. The first step is to conduct financial analyses that will inform the City’s redevelopment strategy. The financial analyses will evaluate density, the mix of land uses, phasing and sequencing of development, in addition to quantifying the City resources required to finance project gaps, public realm improvements, affordable and workforce housing, and other public policy priorities.

Our proposed scope of services is outlined below.

## Scope of Services

- 1. Conduct Kickoff Meeting and Collect Background Information.** We will conduct a kickoff meeting with the City to confirm the project scope, work plan, timeline, and deliverables. This is currently assumed to be a virtual meeting due to the impact of COVID-19. During this meeting, we will also collect and review any additional information that would be helpful for our work.
- 2. Review Infrastructure Costs.** We will review the site preparation and infrastructure costs being prepared by Shrewsbury & Associates, LLC as part of the master planning process. We will also work with SOM and the City to estimate preliminary costs associated with public realm enhancements and public sector uses within the planned redevelopment.

3. **Conduct Residual Land Value Analysis by Land Use.** SB Friedman will prepare vertical development pro formas by land use to estimate the residual value, or land sale proceeds, available through either a sale or ground lease structure. This model will replicate the economics of a private developer and include the following elements:
  - a. Estimated net operating income (NOI) based on rents, occupancy, and operating expenses;
  - b. Achievable pricing for for-sale product;
  - c. Financing structure and terms including permanent financing, equity, and other sources;
  - d. Estimated hard construction costs;
  - e. Estimated tenant improvement costs, soft and financing costs, developer fees, capitalized construction interest, and other typical costs of development;
  - f. Market-acceptable developer rates of return; and
  - g. Estimated future value based on projected revenue and capitalization rates.

Any cash flow or value above normal risk-adjusted rates of return is the amount of money a developer may be able to pay for land. This will provide an understanding of the range of achievable prices (by land use), as well as any remaining financial gap. The model will allow for sensitivity testing to be undertaken, including the density and mix of land uses.

4. **Estimate Stabilized Assessed Value.** We will identify comparable existing development in Bloomington and derive per-square-foot assessed value assumptions by land use. These assumptions will be used to project stabilized assessed value for the new development. Our assessed value assumptions will also consider growth in property values between the present and completion date of the various phases.

These assessed value assumptions, as well as a timeline for development, will be provided to the City's financial advisor who will project future tax revenue streams and evaluate potential financing mechanisms. These projections will provide an estimate of the City resources that could be available to help pay for identified financial gaps for vertical development, infrastructure, public realm improvements, affordable and workforce housing, and other public policy priorities.

5. **Prepare Multiyear Cash Flow Analysis.** We will prepare an analysis that considers the timing and amount of:
  - a. Potential land sale proceeds by land use;
  - b. TIF revenue generation by land use, as estimated by the City's financial advisor;
  - c. Site acquisition/assembly costs
  - d. Site preparation and infrastructure costs;
  - e. Costs associated with public realm improvements, affordable and workforce housing, and other public policy priorities; and
  - f. Vertical development financial gaps.

The cash flow analysis will identify the timing and amount of City financial resources that are likely to be needed to advance redevelopment. We will also evaluate the amount of City financial resources that may be available after infrastructure construction to pay for identified financial gaps for vertical development, public realm improvements, affordable and workforce housing, and other public policy priorities. The model will allow for sensitivity testing to be undertaken, including the sequencing and phasing of land disposition and infrastructure construction.

6. **Outline Conveyance and Partnership Options.** We will evaluate the best approach for the City to solicit developers and convey parcels to private developers. There are a range of options available to the City (e.g., outright sale, ground lease, public-private partnership). Inherent in each of these approaches is a distinct set of

risks and benefits. We will outline the risks and benefits of each and work with the City to identify the method that best meets its goals and objectives.

7. **Prepare Briefing Book and Discuss Findings.** We will summarize our findings and recommendations in a briefing book. We will hold a virtual meeting with the City to review the draft briefing book, answer questions and discuss any comments or edits. We will then prepare a final briefing book.
8. **Allowance for Client Calls and Coordination with Financial Advisor.** Our budget includes an allowance for up to four (4) team calls during the course of this scope of services, as well as time for coordination with the City's Financial Advisor regarding TIF revenue generation and sensitivity testing.

## Additional Services

Following completion of this work, we are available to continue to assist the City with additional implementation-related tasks. These additional services could include:

- Preparing a prospectus outlining the development opportunity;
- Defining a developer solicitation process, and qualifications and proposal review criteria;
- Identifying a list of potential national and regional developers;
- Conducting direct developer outreach;
- Evaluating developer qualifications, including their experience and financial capacity to undertake the project;
- Evaluating developer submittals, including the market and financial feasibility of proposed projects and alignment with the City's goals and objectives;
- Reviewing developer requests for financial assistance;
- Evaluating negotiated purchase prices; and
- Assisting with the negotiation of term sheets and land purchase and sale agreements.

These services, or any other additions to the base scope, would be treated as additional services to be performed as an extension to the initial engagement, utilizing the hourly rates of the individuals involved. For select services, a specific scope and fee estimate could be prepared.

## Timeframe

Based on our experience with similar projects, we estimate that it will take approximately 60 days (from the date we are authorized to proceed) to complete the scope of services outlined above. However, we will work with you to meet your timeline for the project.

## Estimated Budget

Professional fees for this service will be based on the time required at the then-current hourly billing rates of the staff involved. As shown in greater detail in the budget estimate below, the estimated professional fees for the Scope of Services described above total approximately **\$39,400**.

The following current hourly rates apply to this engagement:

Senior Vice President	\$280	Associate	\$170
Vice President	\$240	Research Associate	\$155
Project Manager	\$233	Editor	\$135
Associate Project Manager	\$210	Intern/Admin	\$105

These rates will be in effect until December 31, 2021, except in the case of promotions of individuals. After this date, rates are subject to adjustment.

Publications, maps, outside data, use of owned or licensed databases, deliverable production, and other out-of-pocket expenses are included in this estimate and will be billed in addition to professional fees as incurred (without mark-up).

This fee estimate is intended to serve as a benchmark and is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made. Fees and expenses for our services will not exceed the total fee amount without your further authorization.

**DETAILED BUDGET ESTIMATE**

TASK	TOTAL	SVP \$280	VP \$240	ASSOC \$170
1 Conduct Kickoff Meeting and Collect Background Information	\$1,100	1	2	2
2 Review Infrastructure Costs	\$820		2	2
3 Conduct Residual Land Value Analysis by Land Use	\$19,000	4	32	60
4 Estimate Stabilized Assessed Value	\$4,720	2	6	16
5 Prepare Multiyear Cash Flow Analysis	\$3,900	2	4	14
6 Outline Conveyance and Partnership Options	\$2,420	4	4	2
7 Prepare Briefing Book and Discuss Findings	\$3,220	2	4	10
8 Allowance for Client Calls and Coordination with Financial Advisor	\$3,580	4	6	6
<b>Total Hours</b>	<b>191</b>	<b>19</b>	<b>60</b>	<b>112</b>
<b>Total Professional Fees</b>	<b>\$38,760</b>	<b>\$5,320</b>	<b>\$14,400</b>	<b>\$19,040</b>
+ Reimbursable Data Expenses (CoStar, Construction, Financial Market Data)	\$650			
<b>TOTAL BUDGET ESTIMATE</b>	<b>\$39,410</b>			

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any time the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached "Limitations of Our Engagement" apply.

## Acceptance Procedures

We appreciate the opportunity to continue to assist the City of Bloomington. Please sign and return a copy of this letter to indicate your agreement to these terms.

Sincerely –

**SB Friedman Development Advisors**



Ranadip Bose  
Senior Vice President  
(312) 384-2407, [rbose@sfriedman.com](mailto:rbose@sfriedman.com)



Lance Dorn  
Vice President  
(312) 424-4255, [ldorn@sfriedman.com](mailto:ldorn@sfriedman.com)

Accepted –

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

## LIMITATIONS OF OUR ENGAGEMENT

1. Our reports, memoranda, financial analyses, the RFQ/P and other documents (“the documents”) will be based on estimates, assumptions and other information developed from research of the market, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the documents. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in the documents and the variations may be material.

2. The terms of this engagement are such that we have no obligation to revise the documents to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

3. Our documents will be intended solely for your information; for use in attracting developers; and for submission to lending institutions, joint venture partners, and institutional investors and should not be relied upon by any other person, firm or corporation or for any other purposes. The documents may not be quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan agreement; or any document intended for use in obtaining funds from individual investors, except as stated below.

4. Should the City wish to include or refer to a document in the official statement or other disclosures in support of a bond issue, it may do so by referencing our firm in connection with such information and either by (a) obtaining our consent, which consent may be subject to the review and updating of information as we may reasonably require and for which additional compensation shall be due to us as provided in Section 6 below or (b) including an express disclaimer in substantially the following form: ‘The aforementioned information prepared by S.B. Friedman Development Advisors was prepared solely for the benefit of the City of Bloomington. Neither the City nor S.B. Friedman Development Advisors warrants the accuracy of such information, and no person other than the City shall be entitled to rely on such information, nor shall any party have any rights or claims against S.B. Friedman Development Advisors for any reliance on such information or any liabilities or outcomes resulting therefrom.

5. Our documents may include language reasonably restricting the use of the documents by a developer. The City’s sole responsibility in this regard is that it will not delete such language. That language may include the following:

“Should a developer wish to indicate in an offering memorandum, prospectus or similar document seeking to raise funds from individual investors that our firm prepared market and/or financial feasibility analyses regarding this project, the following statement may be used:

‘In preparing its development plans and projections, the developer (or sponsor) conducted research and analysis, consulted various sources and obtained studies from third parties including S.B. Friedman Development Advisors. The information, estimates and projections contained in this prospectus are the conclusions of the developer (or sponsor) after consideration of the various sources noted. The developer (or sponsor) alone is responsible for these conclusions.’

To obtain our permission to include this statement in a prospectus we must be permitted to review the offering materials including without limitation the identity and backgrounds of all principals, the description of the project, the market and financial projections utilized, and the text of the materials. In no case does this permission include or imply the right of the developer to specifically cite the conclusions or recommendations of our report in such a document.”

6. We will be compensated by any other third- party wishing to cite our findings or use our documents at our standard hourly rates for the time required to conduct appropriate reviews, studies and such other work necessary to update the work resulting from this engagement. No said third-party can make such use of our work product without our prior consent.

We will be compensated by the City at our standard hourly rate for any additional work outside the scope and budget of this engagement, provided that we first notify the City in writing and, before undertaking such additional work, mutually determine that such work is not within the scope and budget of this engagement. Such additional work shall include work related to securing our consent (including the time required to conduct appropriate reviews and update studies) pursuant to above.



**20-90  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING PROJECT  
MANAGEMENT FOR THE IU HEALTH BLOOMINGTON HOSPITAL SITE AT 2<sup>ND</sup> AND  
ROGERS STREETS**

**WHEREAS**, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support to engage CORE Planning Strategies to assist the City in managing the redevelopment of the IU Health Bloomington Hospital site at 2<sup>nd</sup> and Rogers Streets (“Project”); and

**WHEREAS**, a copy of the 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 finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

City of Bloomington  
 Redevelopment Commission  
 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:** Strategy and Financial Analysis for Redevelopment of the IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Hospital Site”)

**Project Managers:** Mick Renneisen, Alex Crowley, Jeff Underwood, Larry Allen, Philippa Guthrie

**Project Description:** This Project involves project management of the redevelopment of the Hospital Site at 2<sup>nd</sup> and Rogers. CORE Planning Strategies will coordinate infrastructure improvements, the implementation of the master plan, the rezoning process necessary to implement the master plan, and manage all other aspects of the project, including stakeholder communications, planning, and land transfer from IU Health.

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: December 2020  
 End Date: December 31, 2021

**Financial Information:**

Estimated full cost of project:	\$200,000
Sources of funds:	
Consolidated TIF	\$200,000

**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	2020-21 Project Management	\$117,342	Dec. 2020-Dec. 2021

**TIF District:** Consolidated TIF (Expanded Adams Crossing, Walnut-Winslow, Downtown)

**Resolution History:** 20-90 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

## **PROJECT MANAGEMENT AGREEMENT**

### **CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION , BLOOMINGTON, INDIANA**

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of the 1st day of December, 2020, between the City of Bloomington Redevelopment Commission ("Owner"), and CORE Planning Strategies, LLC, ("Project Manager")

WHEREAS, the Owner desires to redevelop the real estate commonly referred to as the Bloomington Hospital Site Redevelopment ("Project"). The BHRU consists of approximately 27 acres located in downtown Bloomington and is intended to be redeveloped into multiple development parcels for a variety of rezoned uses. The Project Manager shall perform standard project management duties pursuant to direction by the City of Bloomington and the Redevelopment Commission and high-level defined herein. .

### **Agreement**

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Project (the "Work").

1.2 The term "Builder" means and includes all contractors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Developer" means and includes both the Designer and the Builder who have teamed together to design, build, and develop the property.

1.4 The term "Contract Documents" means and includes the drawings and specifications relating to any Project prepared or to be prepared by the Designer.

1.5 All of the service described in this Section 1.7 and in the following Sections 1.8-1.12 shall all be considered "Services" under this Agreement.

1.6 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.7 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.8 The Project Manager shall further the interests of the Owner by furnishing the Project Manager's best skill and judgment in planning, managing, and coordinating the design and construction phases of the Project. The Project Manager's Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.9 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Project. Therefore, the Project Manager shall (i) assist the Owner in the performance of all Owner obligations related to redevelopment responsibilities; (ii) review all documents submitted to the Owner for review and make appropriate recommendations to the Owner, and (iii) take such action as it deems necessary to protect the Owner's

interests in the Project, including budgeting, scheduling, quality, and coordination with the current hospital ownership entity et al. as required as Project Manager.

1.10 The Project Manager shall provide services expressed herein and facilitate the achievement of Project goals.

1.10.1 Overarching goals of the Project are:

- Coordinate necessary infrastructure and grading improvements
- Rezone the Project real estate as required by the City of Bloomington
- Implementation of the approved Project redevelopment master plan
- Collaborate with IU Health and other entities for the organization and transfer of Project properties pursuant to the agreements currently in force and effect and those that may arise during the course of the Project.
- Manage Stakeholder communications and assist in their planning.

1.11 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary schedule is forecasted as:

Phase 1 - Project Management Transitioning: Dec 2020

Phase 2: Early Master Implementation Planning: Jan 2021 – Dec 2021

1.12 The Project Manager shall coordinate and provide direction to the Owner’s identified Project contractors and others contributing efforts to the Project.

1.13 The Project Management work will include the following:

1.13.1 The Project Manager will provide a reviews of documents and will provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer to work through all identified deficiencies.

1.13.2 The Project Manager shall act as the Owner during design and construction and take such action (or recommend such action to the Owner) to see that the Project is completed in accordance with its requirements.

1.14 Basic Compensation.

1.14.1 For all services, as described in this Agreement, Compensation shall be Hourly Not to Exceed plus Reimbursables:

	<b>Estimated Fee per Month</b>	<b>Estimated Average Hours</b>	<b># Months</b>	<b>Subtotal</b>
Dec 2020 - Anticipated Hours and Fee	\$ 1,750	11	1	\$ 1,750
Jan 2021-Dec 2021 - Anticipated Hours and Fee	\$ 9,216	28	12	\$ 110,592
Reimbursables				\$ 5,000
<b>Total</b>				<b>\$ 117,342</b>

1.14.1.1 Hours will be invoiced monthly at the following rates.

<u>Employee Classification</u>	<u>Hourly Rate for this 2020/2021</u>
Managing Principal	\$ 230
Senior Project Manager	\$ 180
Project Manager	\$ 152
Project Coord/Communications Specialist	\$ 122
Executive Administrative Assistant	\$ 98

Hourly rates increase at a rate of 5% each year at the beginning of each calendar year, beginning in 2022.

1.15 Compensation for Additional Services.

1.15.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.16 Reimbursable expenses include mileage (based on IRS standard rate) and any large format and/or color copies beyond what is required for owner review meetings. These items will be billed to the Owner as a reimbursable cost. It is assumed large scale prints/reproductions of the design and construction documents will be provided by Developer. If not provided by the Developer, this will also be a reimbursable expense.

1.17 Payments are due and payable thirty (30) days from the date of the invoice.

1.18 The Project Manager, at no expense to the Owner, shall carry and maintain during the continuance of this Agreement, occurrence based professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for single claims and Two Million Dollars (\$2,000,000.00) in the aggregate. Owner shall be named as an additional insured on the General Liability Policy and a copy of the Certificate will be provided evidencing Owner as an additional insured.

1.19 The Project Manager agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Project Manager's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Project Manager is legally liable. Neither the Owner nor the Project Manager shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

1.20 The Project Manager will carry workers' compensation insurance in at least the statutory minimum and provide copies of policies showing Owner as an additional insured and requiring 10 days' notice to Owner before any change or cancellation and requiring Rep to provide a certificate from the State Workers' Compensation Board demonstrating coverage.

1.21 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.22 This Agreement shall be governed by the law of the State of Indiana without regard to conflict laws.

1.23 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Project, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only service for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.24 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.25 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Monroe County, Indiana over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.26 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.27 Any liability of the Project Manager is limited to the amount of the fee, and information furnished by others is assumed to be true and reliable. If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.28 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager for the hours expended up to the Termination date. No additional amounts shall be due from Owner to Project Manager.

1.29 Notice. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Owner:

Larry Allen, Assistant City Attorney  
City of Bloomington  
401 N. Morton Street, Suite 220  
Bloomington, IN 47404

Project Manager:

Debra S. Kunce, Managing Principal  
CORE Planning Strategies, LLC  
429 N. Pennsylvania St, Suite 304  
Indianapolis, IN 46225

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

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

1.31 Verification of Employees' Immigration Status. Project Manager 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). Project Manager shall sign an affidavit, attached as Exhibit D, affirming that Project Manager does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for

permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Project Manager and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Project Manager or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Project Manager or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Project Manager or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Project Manager 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 the Project Manager or its subcontractor did not knowingly employ an unauthorized alien. If the Project Manager or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new project manager. If the City terminates the Agreement, the Project Manager or its subcontractor is liable to the City for actual damages.

Project Manager shall require any subcontractors performing work under this Agreement to certify to the Project Manager 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. Project Manager shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

1.32 Non-Collusion. Project Manager is required to certify that it has not, nor has any other member, representative, or agent of the Project Manager, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer, and that this offer is made without reference to any other offer. Project Manager shall swear under oath, via signed affidavit, attached as Exhibit F and by this reference incorporated herein, that Project Manager has not engaged in any collusive conduct.

OWNER:

City of Bloomington

By: \_\_\_\_\_

Printed:

Title:

PROJECT MANAGER:

CORE Planning Strategies, LLC



Printed: Debra S. Kunce, FAIA

Title: Managing Principal



### Exhibit A – Proposed Staffing

<b>Staff Name</b>	<b>Company Name</b>	<b>Team Role</b>
Josh Scism, PMP, CLSSGB	CORE Planning Strategies, LLC	Sr. Project Manager
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
Katie Robinson	CORE Planning Strategies, LLC	Communications Specialists

CORE Planning Strategies offers a team that blends decades of experience in planning, design and construction with helping owners see projects through from concept to concrete. The proposed team includes both Deb Kunce and Joshua Scism. Joshua will lead the Project Management duties and be the day-to-day contact, with Deb providing strategy. Josh will be supported with a communications specialist, Katie Robinson.

**Exhibit B/C – Not Used**

## Exhibit D – E-Verify Affidavit

CORE Planning Strategies shall comply with E-Verify Program as follows:

Pursuant to IC 22-5-1.7, CORE Planning Strategies shall enroll in and verify the work eligibility status of all newly hired employees of CORE Planning Strategies through the E-Verify Program (“Program”). CORE Planning Strategies is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CORE Planning Strategies and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CORE Planning Strategies or its subcontractors subsequently learns is an unauthorized alien. If CORE Planning Strategies violates this Section 7(b), the City of Bloomington shall require CORE Planning Strategies to remedy the violation not later than thirty (30) days after the City of Bloomington notifies CORE Planning Strategies. If CORE Planning Strategies fails to remedy the violation within the thirty (30) day period, The City of Bloomington shall terminate the contract for breach of contract. If the City of Bloomington terminates the contract, CORE Planning Strategies shall, in addition to any other contractual remedies, be liable to The City of Bloomington for actual damages. There is a rebuttable presumption that CORE Planning Strategies did not knowingly employ an unauthorized alien if CORE Planning Strategies verified the work eligibility status of the employee through the Program.

If CORE Planning Strategies employs or contracts with an unauthorized alien but the City of Bloomington determines that terminating the contract would be detrimental to the public interest or public property, the City of Bloomington may allow the contract to remain in effect until tThe City of Bloomington procures a new contractor.

CORE Planning Strategies shall, prior to performing any work, require each subcontractor to certify to CORE Planning Strategies that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CORE Planning Strategies shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CORE Planning Strategies determines that a subcontractor is in violation of this Section 7(d), CORE Planning Strategies may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CORE Planning Strategies or the subcontractor.

By its signature below, CORE Planning Strategies swears or affirms that it

- i) has enrolled and is participating in the E-Verify program
- ii) has provided documentation to the City of Bloomington that it has enrolled and is participating in the E-Verify program, and
- iii) does not knowingly employ an unauthorized alien.

  
\_\_\_\_\_  
Debra S. Kunce, Managing Principal

**Exhibit E – Certificate of Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/05/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> WalkerHughes Insurance 6510 N Shadeland Ave  Indianapolis IN 46220		<b>CONTACT NAME:</b> Jessica Crews <b>PHONE (A/C, No, Ext):</b> (317) 353-8000 <b>FAX (A/C, No):</b> (317) 351-7149 <b>E-MAIL ADDRESS:</b> j.crews@walkerhughes.com																						
<b>INSURED</b> Core Planning Strategies, LLC 429 N Pennsylvania St Suite 304 Indianapolis IN 46204		<table border="1"> <tr> <th align="center" colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th align="center">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> RLI Insurance Co.</td> <td></td> <td align="center">13056</td> </tr> <tr> <td><b>INSURER B:</b> Liberty Insurance Underwriters Inc.</td> <td></td> <td align="center">19917</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> RLI Insurance Co.		13056	<b>INSURER B:</b> Liberty Insurance Underwriters Inc.		19917	<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
<b>INSURER A:</b> RLI Insurance Co.		13056																						
<b>INSURER B:</b> Liberty Insurance Underwriters Inc.		19917																						
<b>INSURER C:</b>																								
<b>INSURER D:</b>																								
<b>INSURER E:</b>																								
<b>INSURER F:</b>																								

**COVERAGES CERTIFICATE NUMBER:** CL19122027811 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0001950	01/09/2020	01/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSB0001950	01/09/2020	01/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		PSE0001969	01/09/2020	01/09/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (Claims-made form)			AEXNYAA9BRG003	01/09/2020	01/09/2022	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by contract or agreement. General Liability, Automobile Liability and Umbrella Liability is provided on a primary, non-contributory basis when agreed by contract or agreement. General Liability, Automobile Liability, and Umbrella Liability include a waiver of subrogation when agreed by contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Bloomington 401 N. Morton St  Bloomington IN 47404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**Exhibit F – Non-Collusion Affidavit**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CORE PLANNING STRATEGIES, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

Notary Commission Number: \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

**20-91  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**RECOMMENDATION TO KEEP THE KOHR ADMINISTRATION BUILDING ON THE  
OLD IU HEALTH BLOOMINGTON HOSPITAL SITE**

- 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 (“Agreement”); and
- WHEREAS, Amendments to the Agreement extending the deadline to decide whether the RDC could keep the Kohr Administration Building on the Old Hospital Site; and
- WHEREAS, given the significant of the building and initially favorable inspections of the building, City staff believe it is in the best interest of the project to keep the Kohr Administration Building; and
- WHEREAS, electing to not have the Kohr Administration Building demolished as part of IU Health’s site preparation will enable the City and the RDC to further explore ways that the building may be used, modernized, and otherwise maintained as part of the redevelopment plan; and
- WHEREAS, under Section 2(b)(i) of the Agreement, the RDC will need to notify IU Health of its desire to keep the Kohr Administration Building in writing; and
- WHEREAS, it is in the public interest that this action under the Agreement be undertaken and performed;

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves staff recommendation to keep the Kohr Administration Building and directs City Staff to send written notice of its desire to keep the building to IU Health under the terms of the Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**KOHR ADMINISTRATION BUILDING**





**20-92**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF LEASE OFFERING SHEETS FOR 4th STREET GARAGE AND TRADES DISTRICT GARAGE COMMERCIAL/OFFICE SPACE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4<sup>th</sup> Street Garage and a Garage within the Trades District (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, the Project called for the inclusion of potential commercial/office space as part of each the garages (“Properties”); and
- WHEREAS, the RDC desires to notice the offering of the Properties; and
- WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property for lease; and
- WHEREAS, the RDC has previously caused two separate appraisals of the Properties to be conducted; and
- WHEREAS, pursuant to those appraisals, Staff has prepared Offering Packets for each of the Properties, which include a Notice of Offering, Offering Sheet, and Instructions to Bidders; and
- WHEREAS, the Offering Packet for the 4th Street Garage space is attached to this resolution as Exhibit A, and the Offering Packet for the Trades District Garage space is attached to this resolution as Exhibit B; and
- WHEREAS, in order to publically offer property for lease in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the lease of the Properties will enhance the development and economic development of the Consolidated TIF.

3. The Notices of Offering, attached to this Resolution as Exhibit A and Exhibit B, are approved.
4. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed One Thousand Dollars (\$1,000.00) from the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notices of Offering. This expenditure must comply with the City and the RDC's claims process.
5. The funding authorization approved by this Resolution shall terminate December 31, 2020, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**OFFERING PACKET**

**Lease of Commercial/Office Space in Fourth Street Garage  
105 W. 4th Street  
Bloomington, Indiana  
City of Bloomington  
December, 2020  
Redevelopment Commission**

## **NOTICE OF REAL ESTATE FOR LEASE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) that on February 1, 2021, at 5:00 p.m. local time (EST), the City of Bloomington Redevelopment Commission (RDC) in the McCloskey Room of Showers City Hall, 401 N. Morton St., Bloomington, Indiana, will open and consider written offers for the lease of commercial properties within the structure at the 4th Street Parking Garage, with an address of 105 W. 4th Street, Bloomington, Indiana 47404 (the "Property"). The RDC will only consider offers that include lease of a portion or all of the retail space as indicated below. The offer must meet the conditions set forth below.

### **Legal Descriptions and Property Information**

1. The property to be leased has an address of 105 W. 4th Street, Bloomington, Indiana 47404 and the following legal description: 013-10840-00 ORIG PLATS 36 & 35 & VAC ALLEY & 34 & VAC ALLEY & N1/2 33  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
2. The real estate is zoned MD-DC – Mixed-Use Downtown - Downtown Character Core Overlay.
3. Residential use is explicitly prohibited.
4. A map showing the location of the Property is attached.

### **Offering Packet and Bid Deadline**

Offering packet may be picked up in the ESD Department, Suite 150, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 8th day of December, 2020, or may be sent electronically upon request. It is also available on the City's website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Alex Crowley by email at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) or at (812) 349-3477.

Items included in the Offering Packet are: Notice of Offering and Offering Sheet; the Offering Packet will be available for review in Suite 150 in hard copy.

All offers must be filed electronically with Alex Crowley, Director of the ESD Department at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) no later than 5:00 p.m. on February 1, 2021, and shall be in the form described in the City's Request for Proposals. Proposals submitted or received after that date and time will not be considered. Responses may be emailed before said deadline to Alex Crowley at the email address above.

### **Development Standards and Limitations**

1. Require the successful bidder to buildout the desired leased space in manner consistent with the stated use of the property.

**Redevelopment Commission Resolution 20-92  
Exhibit A**

2. Require the successful bidder to maintain the potential commercial space's primary use as one or more of the following:
  - a. **Business/Professional Office:** A facility in which business, professional, administrative and/or clerical activities are conducted, including but not limited to insurance agencies, architects, lawyers, engineers, real estate offices, government offices, motor vehicle licensing branches, post offices, radio/TV stations, research centers, social services, testing laboratories, advertising agencies, travel agencies, abstract and title agencies or insurance companies, and stockbrokers. This use does not include "Medical Clinic," "Methadone Treatment Facility," or "Opioid Rehabilitation Facility." Accessory uses may include cafeterias, health and exercise facilities, or other amenities primarily for the use of employees in the firm or building.
  - b. **Artist Studio:** A facility that includes work or teaching space for one (1) or more artists, artisans, or musicians.
  - c. **Art Gallery, Museum, or Library:** A facility or area that is open to the public and is intended for the display, appraisal, purchase, sale, loan, of art books, paintings, sculpture, or other works of original art that have architectural, artistic, cultural, literary, historical, or scientific value. Accessory uses can include meeting rooms or cafes.
  - d. **Brewpub, Distillery, or Winery:** A commercial use that brews ales, beers, meads, distilled drinks, wines, and/or similar beverages on site and serves those beverages on site. Off-site sales are permitted as an accessory use. The facility may not manufacture more than 20,000 barrels of beverage (all beverages combined) annually; and must maintain at least 50 percent of the gross floor area of the facility for public use as a tavern, restaurant, or tasting area.
  - e. **Restaurant:** An establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops.
  - f. **Retail, Small:** Establishments with up to 5,000 square feet of gross floor area that are engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. (These uses may include, but not be limited to boutiques, galleries, jewelry stores, and clothing shops.)
3. Residential use is explicitly prohibited.
4. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Selection

The RDC reserves the right to reject any or all offers or to make the award to the highest and best bidder. Offers must consist of consideration in the form of cash. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and

**Redevelopment Commission Resolution 20-92**  
**Exhibit A**

buildout of the property; any existing relationships with parties related to the approval process (“Parties”); the proposed use; any factors that will assure the RDC that the lease, if made, will further the execution of the redevelopment plan and best serve the interest of the community, from the standpoint of both human and economic welfare; and any other statutory criteria in IC 36-7-14-22.

A successful bidder will be required to enter into a lease agreement with the RDC with respect to these and other matters. For a period of thirty (30) days after the opening of the written offers, no lease may be made at a price less than that shown on the offering sheet. After that, the RDC may adjust the price in the manner the RDC considers necessary to further the redevelopment plan.

This notice is given pursuant to IC 36-7-14-22(d) and IC 5-3-1-2(e).  
Dated December 7, 2020  
BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Showers City Hall, Suite 150  
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the lease of commercial space within the Fourth Street Parking Garage located at 105 W. 4th Street, Bloomington, Indiana 47404.

Legal Descriptions and Property Information

1. The property to be leased has an address of 105 W. 4th Street, Bloomington, Indiana 47404 and the following legal description: 013-10840-00 ORIG PLATS 36 & 35 & VAC ALLEY & 34 & VAC ALLEY & N1/2 33  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
2. The real estate is zoned MD-DC – Mixed-Use Downtown - Downtown Character Core Overlay.
3. Residential use is explicitly prohibited.
4. A map showing the location of the Property is attached.

Minimum Offering Prices

The minimum offering price for lease of the Property at 105 W. 4th Street is \$20.00 per square foot.

Standards and Limitations

1. Require the successful bidder to buildout the desired leased space in manner consistent with the stated use of the property.
2. Require the successful bidder to maintain the potential commercial space's primary use as one or more of the following:
  - a. **Business/Professional Office:** A facility in which business, professional, administrative and/or clerical activities are conducted, including but not limited to insurance agencies, architects, lawyers, engineers, real estate offices, government offices, motor vehicle licensing branches, post offices, radio/TV stations, research centers, social services, testing laboratories, advertising agencies, travel agencies, abstract and title agencies or insurance companies, and stockbrokers. This use does not include "Medical Clinic," "Methadone Treatment Facility," or "Opioid Rehabilitation Facility." Accessory uses may include cafeterias, health and exercise facilities, or other amenities primarily for the use of employees in the firm or building.
  - b. **Artist Studio:** A facility that includes work or teaching space for one (1) or more artists, artisans, or musicians.

- c. **Art Gallery, Museum, or Library:** A facility or area that is open to the public and is intended for the display, appraisal, purchase, sale, loan, of art books, paintings, sculpture, or other works of original art that have architectural, artistic, cultural, literary, historical, or scientific value. Accessory uses can include meeting rooms or cafes.
  - d. **Brewpub, Distillery, or Winery:** A commercial use that brews ales, beers, meads, distilled drinks, wines, and/or similar beverages on site and serves those beverages on site. Off-site sales are permitted as an accessory use. The facility may not manufacture more than 20,000 barrels of beverage (all beverages combined) annually; and must maintain at least 50 percent of the gross floor area of the facility for public use as a tavern, restaurant, or tasting area.
  - e. **Restaurant:** An establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops.
  - f. **Retail, Small:** Establishments with up to 5,000 square feet of gross floor area that are engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. (These uses may include, but not be limited to boutiques, galleries, jewelry stores, and clothing shops.)
3. Residential use is explicitly prohibited.
  4. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Lease Agreement

The successful bidder must be prepared to enter into a Lease Agreement with the RDC. By entering a bid for the Property, the bidder agrees to negotiate the Lease Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement within ninety (90) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights in or to the Property and the RDC may re-offer the Property or otherwise lease or dispose of the Property as permitted by law.

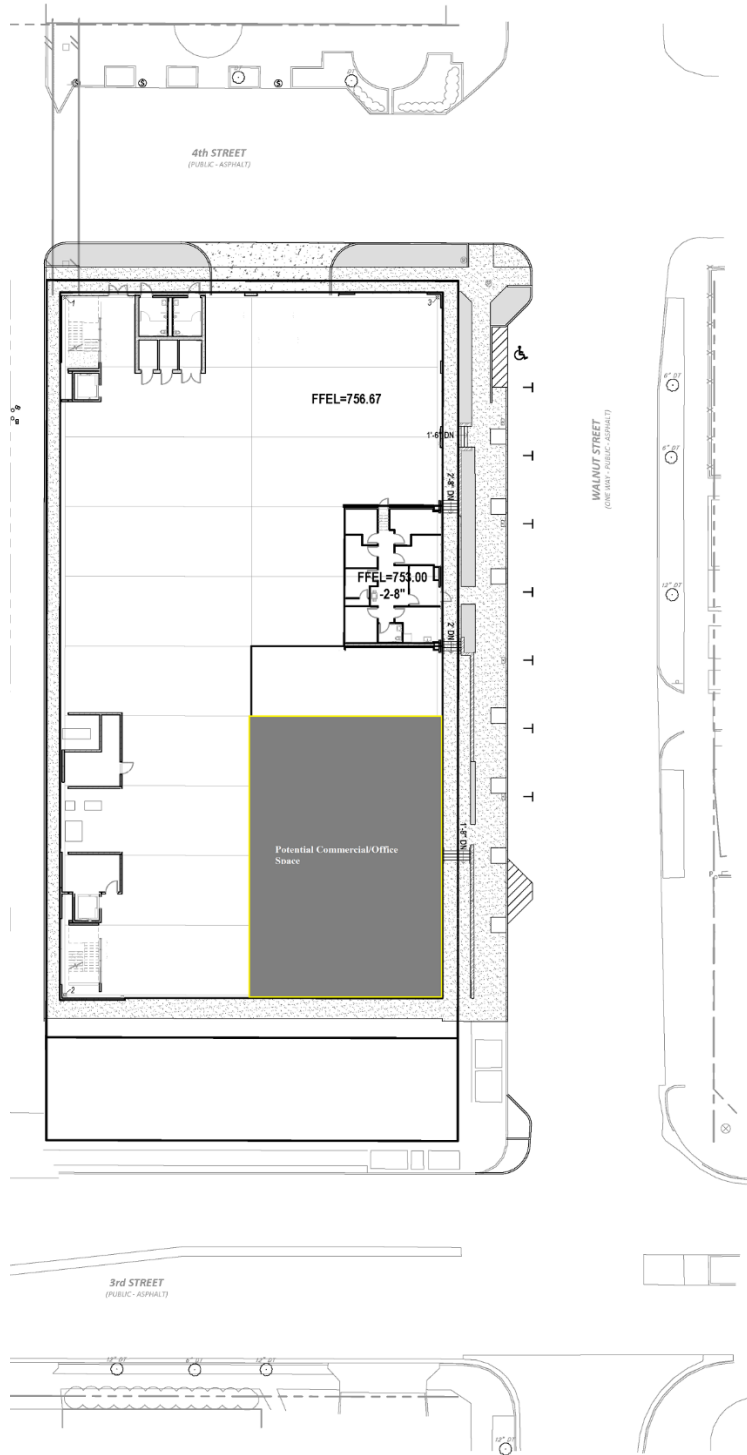
#### Requirements of Bidders

The successful bidder (1) must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully lease and complete the buildout of the Property; (2) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust if the bid submitted by a trust (as defined in IC 30-4-1-l(a)); (3) must submit their bid in its entirety either in writing to ESD at the address below or electronically by email to both Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) and Larry Allen, [allenl@bloomington.in.gov](mailto:allenl@bloomington.in.gov) by no later than 5:00 p.m. on February 1, 2021.



OFFERING SHEET  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Showers City Hall, Suite 150  
401 N. Morton  
Bloomington, IN 47404

**Property**  
**4th Street Garage Commercial/Office Space**  
**105 W. 4th Street**



**INSTRUCTIONS TO BIDDERS**

1. General: In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering for lease the properties described in Offering Sheet and Request for Proposal (the “Property”).
  - a. The lease of the Property was duly advertised in the Bloomington Herald Times. The lease of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. Offering Packet: The offering packet contains the RDC’s Notice of Real Estate for Lease, Offering Sheet and Instructions to Bidders, which identifies the Property being offered and states the minimum lease price per square foot for the retail space in the Fourth Street Parking Garage at 105 W. 4th Street, Bloomington, Indiana 47404, for which offers will be considered. Offering packets may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 8th day of December, 2020, or may be sent electronically upon request. Please direct questions about receiving packets to Alex Crowley by email at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov); or at (812) 349-3477.
  
3. Sealed Offers/Electronic Bids: Bids may be submitted in writing or electronically via email as provided herein. Sealed written offers, in accordance with these Instructions to Bidders, will be received by ESD on behalf of the RDC in Suite 150 of the Showers City Hall, 401 N. Morton, Bloomington, Indiana, 47404, until 5:00 p.m. on February 1, 2021. If submitting on paper, each bidder shall submit one original offer or proposal with three (3) copies. Bids submitted electronically shall be emailed to both Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) and to Larry Allen at [allenl@bloomington.in.gov](mailto:allenl@bloomington.in.gov) and must be emailed before 5:00 p.m. on February 1, 2021.

At 5:00 p.m. on February 1, 2021, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the RDC. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the RDC deems appropriate.

All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include: lease price; timing of the transaction and development of the property; source of debt and equity funds; the proposed use plan; and how the offer and intended use contributes to the City's downtown.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Alex Crowley, Director, ESD, at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) by 5:00 p.m. on January 22, 2021.
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Lease Agreement within ten (10) days after the bidder is notified of acceptance. Within a period of thirty (30) days after the opening of the written offers, no lease may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the lease offering price in the manner the RDC considers necessary to further the redevelopment plan.
8. **Lease Price and Other Terms:** The lease price of the Property to be leased (105 W. 4th Street, Bloomington, Indiana 47404,) shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (IC 36-7- 14-22). The offer may be for part or all of the offered property. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and use of the property; any existing relationships with parties related to the approval process ("Parties"); the proposed development plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's downtown; any factors that will assure the RDC that the lease, if made, will further the execution of the redevelopment plan and best serve the interest of the community, from the standpoint of both human and economic welfare; and any other statutory criteria in IC 36-7-14-22. A successful bidder will be required to enter into a lease agreement with the RDC with respect to these and other matters.
9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed use will

**Redevelopment Commission Resolution 20-92**  
**Exhibit A**

serve the interests of the community and any other pertinent information the bidder may wish to submit to further illustrate its proposal. Such materials will be deposited with the RDC and used as stated in Paragraph 3 above.

11. Site Visit. Potential bidders interested in touring the property at 105 W. 4th Street, Bloomington, Indiana 47404, should email Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) to schedule a time.

**OFFERING PACKET**

**Lease of Commercial/Office Space in Trades District Parking Garage  
W. 10th Street  
Bloomington, Indiana  
City of Bloomington  
December, 2020  
Redevelopment Commission**

## **NOTICE OF REAL ESTATE FOR LEASE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) that on February 1, 2021, at 5:00 p.m. local time (EST), the City of Bloomington Redevelopment Commission (RDC) in the McCloskey Room of Showers City Hall, 401 N. Morton St., Bloomington, Indiana, will open and consider written offers for the lease of commercial properties that are adjacent to the Trades District Street Parking Garage, on the corner of W. 10th Street and N. Rogers Street, Bloomington, Indiana 47404 (the "Property"). The RDC will only consider offers that include lease of a portion or all of the retail space as indicated below. The offer must meet the conditions set forth below.

### **Legal Descriptions and Property Information**

1. The property to be leased is located east of the B-Line Trail at the corner of W. 10th Street and N. Rogers Street, Bloomington, Indiana 47404 with the following legal description: 013-69780-04 Showers Office and Research Center Amendment 1 Part Lot 4  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
2. The real estate is zoned MD-ST – Mixed-Use Downtown –Showers Technology Park Overlay.
3. Residential use is explicitly prohibited.
4. A map showing the location of the Property is attached.

### **Offering Packet and Bid Deadline**

Offering packet may be picked up in the ESD Department, Suite 150, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 8th day of December, 2020, or may be sent electronically upon request. It is also available on the City's website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Alex Crowley by email at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) or at (812) 349-3477.

Items included in the Offering Packet are: Notice of Offering and Offering Sheet; the Offering Packet will be available for review in Suite 150 in hard copy.

All offers must be filed electronically with Alex Crowley, Director of the ESD Department at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) no later than 5:00 p.m. on February 1, 2021, and shall be in the form described in the City's Request for Proposals. Proposals submitted or received after that date and time will not be considered. Responses may be emailed before said deadline to Alex Crowley at the email address above.

### **Development Standards and Limitations**

1. Require the successful bidder to buildout the desired leased space in manner consistent with the stated use of the property.

**Redevelopment Commission Resolution 20-92  
Exhibit B**

2. Require the successful bidder to maintain the potential commercial space's primary use as one or more of the following:
  - a. **Business/Professional Office:** A facility in which business, professional, administrative and/or clerical activities are conducted, including but not limited to insurance agencies, architects, lawyers, engineers, real estate offices, government offices, motor vehicle licensing branches, post offices, radio/TV stations, research centers, social services, testing laboratories, advertising agencies, travel agencies, abstract and title agencies or insurance companies, and stockbrokers. This use does not include "Medical Clinic," "Methadone Treatment Facility," or "Opioid Rehabilitation Facility." Accessory uses may include cafeterias, health and exercise facilities, or other amenities primarily for the use of employees in the firm or building.
  - b. **Artist Studio:** A facility that includes work or teaching space for one (1) or more artists, artisans, or musicians.
  - c. **Art Gallery, Museum, or Library:** A facility or area that is open to the public and is intended for the display, appraisal, purchase, sale, loan, of art books, paintings, sculpture, or other works of original art that have architectural, artistic, cultural, literary, historical, or scientific value. Accessory uses can include meeting rooms or cafes.
  - d. **Brewpub, Distillery, or Winery:** A commercial use that brews ales, beers, meads, distilled drinks, wines, and/or similar beverages on site and serves those beverages on site. Off-site sales are permitted as an accessory use. The facility may not manufacture more than 20,000 barrels of beverage (all beverages combined) annually; and must maintain at least 50 percent of the gross floor area of the facility for public use as a tavern, restaurant, or tasting area.
  - e. **Restaurant:** An establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops.
  - f. **Retail, Small:** Establishments with up to 5,000 square feet of gross floor area that are engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. (These uses may include, but not be limited to boutiques, galleries, jewelry stores, and clothing shops.)
3. Residential use is explicitly prohibited.
4. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Selection

The RDC reserves the right to reject any or all offers or to make the award to the highest and best bidder. Offers must consist of consideration in the form of cash. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and



**Redevelopment Commission Resolution 20-92**  
**Exhibit B**

buildout of the property; any existing relationships with parties related to the approval process (“Parties”); the proposed use; any factors that will assure the RDC that the lease, if made, will further the execution of the redevelopment plan and best serve the interest of the community, from the standpoint of both human and economic welfare; and any other statutory criteria in IC 36-7-14-22.

A successful bidder will be required to enter into a lease agreement with the RDC with respect to these and other matters. For a period of thirty (30) days after the opening of the written offers, no lease may be made at a price less than that shown on the offering sheet. After that, the RDC may adjust the price in the manner the RDC considers necessary to further the redevelopment plan.

This notice is given pursuant to IC 36-7-14-22(d) and IC 5-3-1-2(e).  
Dated December 7, 2020  
BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Showers City Hall, Suite 150  
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the lease of commercial space adjacent to the Trades District Parking Garage located east of the B-Line Trail at the corner of W. 10th Street and N. Rogers Street, Bloomington, Indiana 47404.

Legal Descriptions and Property Information

1. The property to be leased is located east of the B-Line Trail at the corner of W. 10th Street and N. Rogers Street, Bloomington, Indiana 47404 with the following legal description: 013-69780-04 Showers Office and Research Center Amendment 1 Part Lot 4  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
2. The real estate is zoned MD-ST – Mixed-Use Downtown –Showers Technology Park Overlay.
3. Residential use is explicitly prohibited.
4. A map showing the location of the Property is attached.

Minimum Offering Prices

The minimum offering price for lease of the Property at the Trades District Garage is \$20.00 per square foot.

Standards and Limitations

1. Require the successful bidder to buildout the desired leased space in manner consistent with the stated use of the property.
2. Require the successful bidder to maintain the potential commercial space’s primary use as one or more of the following:
  - a. **Business/Professional Office:** A facility in which business, professional, administrative and/or clerical activities are conducted, including but not limited to insurance agencies, architects, lawyers, engineers, real estate offices, government offices, motor vehicle licensing branches, post offices, radio/TV stations, research centers, social services, testing laboratories, advertising agencies, travel agencies, abstract and title agencies or insurance companies, and stockbrokers. This use does not include “Medical Clinic,” “Methadone Treatment Facility,” or “Opioid Rehabilitation Facility.” Accessory uses may include cafeterias, health and exercise facilities, or other amenities primarily for the use of employees in the firm or building.
  - b. **Artist Studio:** A facility that includes work or teaching space for one (1) or more artists, artisans, or musicians.

- c. **Art Gallery, Museum, or Library:** A facility or area that is open to the public and is intended for the display, appraisal, purchase, sale, loan, of art books, paintings, sculpture, or other works of original art that have architectural, artistic, cultural, literary, historical, or scientific value. Accessory uses can include meeting rooms or cafes.
  - d. **Brewpub, Distillery, or Winery:** A commercial use that brews ales, beers, meads, distilled drinks, wines, and/or similar beverages on site and serves those beverages on site. Off-site sales are permitted as an accessory use. The facility may not manufacture more than 20,000 barrels of beverage (all beverages combined) annually; and must maintain at least 50 percent of the gross floor area of the facility for public use as a tavern, restaurant, or tasting area.
  - e. **Restaurant:** An establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops.
  - f. **Retail, Small:** Establishments with up to 5,000 square feet of gross floor area that are engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. (These uses may include, but not be limited to boutiques, galleries, jewelry stores, and clothing shops.)
- 3. Residential use is explicitly prohibited.
  - 4. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Lease Agreement

The successful bidder must be prepared to enter into a Lease Agreement with the RDC. By entering a bid for the Property, the bidder agrees to negotiate the Lease Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement within ninety (90) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights in or to the Property and the RDC may re-offer the Property or otherwise lease or dispose of the Property as permitted by law.

#### Requirements of Bidders

The successful bidder (1) must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully lease and complete the buildout of the Property; (2) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust if the bid submitted by a trust (as defined in IC 30-4-1-l(a)); (3) must submit their bid in its entirety either in writing to ESD at the address below or electronically by email to both Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) and Larry Allen, [allenl@bloomington.in.gov](mailto:allenl@bloomington.in.gov) by no later than 5:00 p.m. on February 1, 2021.

OFFERING SHEET  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Showers City Hall, Suite 150  
401 N. Morton  
Bloomington, IN 47404

Property  
Trades District Garage Commercial/Office Space

**Trades District parking garage**

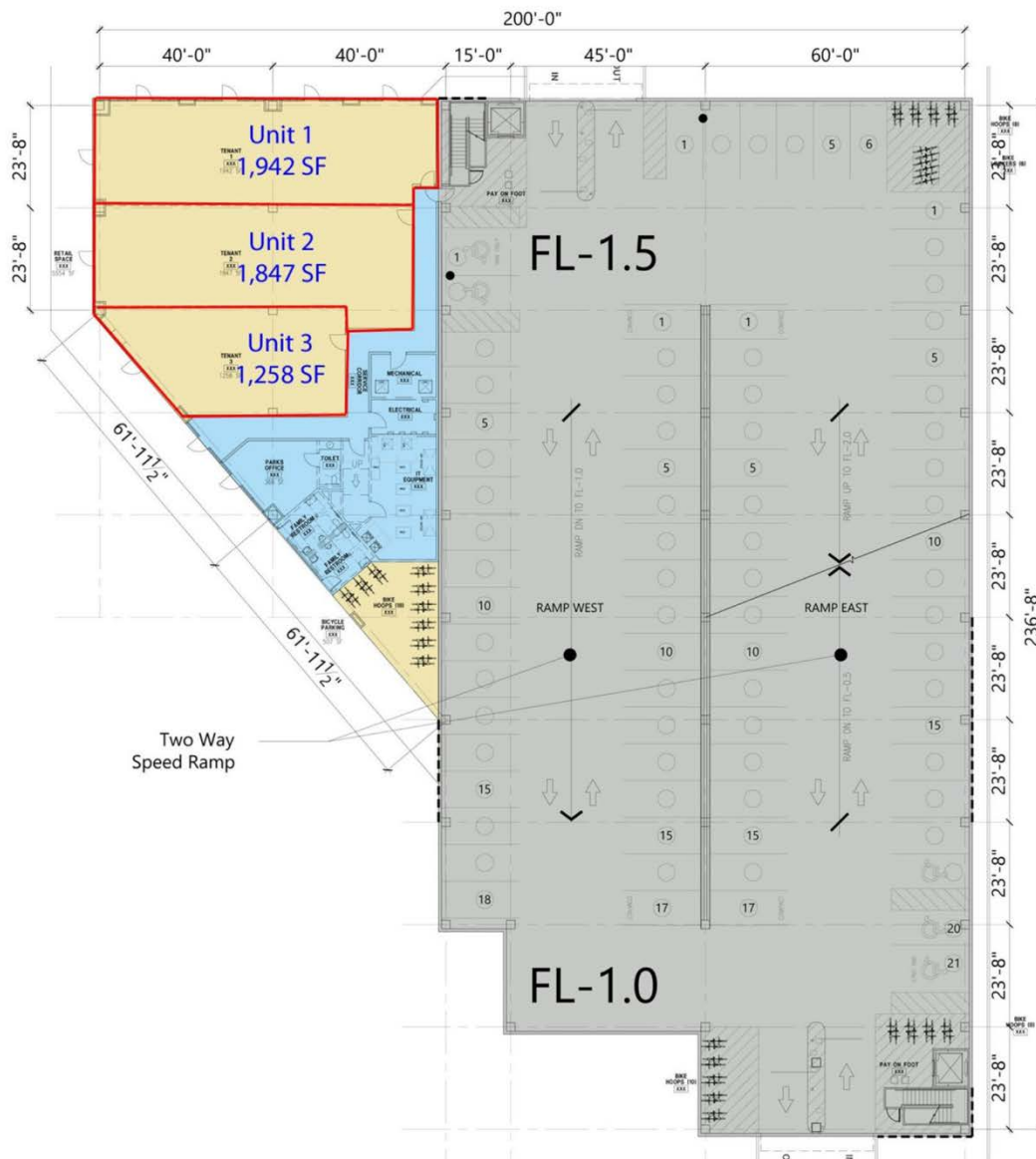


Redevelopment Commission Resolution 20-92  
Exhibit B



West Elevation

Architect's rendering facing east onto the west elevation from Rogers Street/B-Line Trail.



The location of the areas within the building is shown in the above exhibit.

**INSTRUCTIONS TO BIDDERS**

1. General: In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering for lease the properties described in Offering Sheet and Request for Proposal (the “Property”).
  - a. The lease of the Property was duly advertised in the Bloomington Herald Times. The lease of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. Offering Packet: The offering packet contains the RDC’s Notice of Real Estate for Lease, Offering Sheet and Instructions to Bidders, which identifies the Property being offered and states the minimum lease price per square foot for the retail space adjacent to the Trades District Parking Garage on W. 10th Street, Bloomington, Indiana 47404, for which offers will be considered. Offering packets may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 8th day of December, 2020, or may be sent electronically upon request. Please direct questions about receiving packets to Alex Crowley by email at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov); or at (812) 349-3477.
  
3. Sealed Offers/Electronic Bids: Bids may be submitted in writing or electronically via email as provided herein. Sealed written offers, in accordance with these Instructions to Bidders, will be received by ESD on behalf of the RDC in Suite 150 of the Showers City Hall, 401 N. Morton, Bloomington, Indiana, 47404, until 5:00 p.m. on February 1, 2021. If submitting on paper, each bidder shall submit one original offer or proposal with three (3) copies. Bids submitted electronically shall be emailed to both Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) and to Larry Allen at [allenl@bloomington.in.gov](mailto:allenl@bloomington.in.gov) and must be emailed before 5:00 p.m. on February 1, 2021.

At 5:00 p.m. on February 1, 2021, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the RDC. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the RDC deems appropriate.

All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include: lease price; timing of the transaction and development of the property; source of debt and equity funds; the proposed use plan; and how the offer and intended use contributes to the City's downtown.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Alex Crowley, Director, ESD, at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) by 5:00 p.m. on January 22, 2021.
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Lease Agreement within ten (10) days after the bidder is notified of acceptance. Within a period of thirty (30) days after the opening of the written offers, no lease may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the lease offering price in the manner the RDC considers necessary to further the redevelopment plan.
8. **Lease Price and Other Terms:** The lease price of the Property to be leased (Commercial/Office Space adjacent to Trades District Garage on W. 10th Street, Bloomington, Indiana 47404,) shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (IC 36-7- 14-22). The offer may be for part or all of the offered property. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and use of the property; any existing relationships with parties related to the approval process ("Parties"); the proposed development plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's downtown; any factors that will assure the RDC that the lease, if made, will further the execution of the redevelopment plan and best serve the interest of the community, from the standpoint of both human and economic welfare; and any other statutory criteria in IC 36-7-14-22. A successful bidder will be required to enter into a lease agreement with the RDC with respect to these and other matters.
9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet.



**Redevelopment Commission Resolution 20-92**  
**Exhibit B**

10. Development Plan: Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed use will serve the interests of the community and any other pertinent information the bidder may wish to submit to further illustrate its proposal. Such materials will be deposited with the RDC and used as stated in Paragraph 3 above.
  
11. Site Visit. Potential bidders interested in touring the property at the Trades District Parking Garage, should email Alex Crowley at [crowleya@bloomington.in.gov](mailto:crowleya@bloomington.in.gov) to schedule a time.

**20-93**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDENDUM TO AGREEMENT WITH BCA ENVIRONMENTAL CONSULTANTS, LLC FOR A PHASE II ENVIRONMENTAL SITE ASSESSMENT ON 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, in Resolution 20-86, the RDC approved a Purchase Agreement for the acquisition of 413 W. 2nd Street (“Project”); and
- WHEREAS, as part of the RDC’s due diligence the RDC requested that BCA Environmental Consultants, LLC (“BCA”) perform a Phase I Environmental Analysis on 413 W. 2nd Street; and
- WHEREAS, BCA has recommended further due diligence in the performance of a Phase II Environmental Site Assessment for 413 W. 2nd Street (“Phase II”); and
- WHEREAS, City Staff has negotiated a Second Addendum to the Agreement with BCA, for the Phase II in an amount not to exceed Twenty-Six Thousand Ninety-Four Dollars (\$26,094.00), a copy of which is attached to this Resolution as Exhibit A (“Second Addendum”); 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 reaffirms its support of the Project, reiterates that the Project serves the public’s best interests, and finds that the acquisition of 413 W. 2nd Street is an appropriate use of the Consolidated TIF.

2. In order to continue investigating the environmental conditions of 413 W. 2nd Street pursuant to the Purchase Agreement, the RDC hereby approves payment of an amount not to exceed Twenty-Six Thousand Ninety-Four Dollars (\$26,094.00) from the Consolidated TIF for the Phase II described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City or the RDC's claims process. This funding authorization shall expire on March 1, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**SECOND ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON  
AND  
BCA ENVIRONMENTAL CONSULTANTS, LLC**

This Addendum supplements the Agreement for Professional Services between the City of Bloomington Redevelopment Commission (“RDC”) and BCA Environmental Consultants, LLC (“BCA”) (“Agreement”) dated October 19, 2017, as follows:

1. Article 5 of the Agreement states: “Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator...” The RDC and BCA believe it is in the best interest of the project to add certain services to the Scope of Services (“Additional Services”). These Additional Services are specified in Exhibit 1, which is attached to this Addendum and incorporated herein.
2. Compensation: The RDC shall pay BCA an amount not to exceed Twenty-Six Thousand Ninety-Four Dollars (\$26,094.00) for the Additional Services. Any unused amount attributed in Exhibit 1 to an allowance or alternate shall remain with the RDC.
3. Pursuant to Article 2 of the Agreement, the term of the Agreement shall be extended until December 31, 2021.
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:

**CITY OF BLOOMINGTON**

**BCA Environmental Consulting, LLC**

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

\_\_\_\_\_  
Joel Markland, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_  
Date



## Exhibit 1

# BCA Environmental Consultants, LLC

AIR • WATER • SOLID WASTE • BROWNFIELDS • REMEDIATION SERVICES

December 2, 2020

Alex Crowley  
Economic & Sustainable Development Department  
501 N. Morton St.  
Bloomington, Indiana 47404

RE: Phase II ESA – 413 W 2<sup>nd</sup> St. Bloomington, IN – Proposal

Dear Mr. Crowley:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal for conducting a Phase II Environmental Site Assessments (ESA) of the property located at the referenced address. The purpose of the Phase II ESA is to further evaluate the RECs identified in the Phase I ESA conducted in December of 2020.

BCA proposes to collect soil and groundwater samples from ten (10) locations as follows:

- *Northwestern Property Boundary (adjacent to two former gas stations)* – Two (2) soil/groundwater probed will be driven up to a depth of 20 feet.
- *Northern Area, near former gas station* – Two (2) soil/groundwater probes will be driven up to a depth of 20 feet.
- *Central Area, near former ASTs* – Two (2) soil/groundwater probes will be driven up to a depth of 20 feet.
- *Central Area, near former Oil Storage* – One (1) soil/groundwater probe will be driven up to a depth of 20 feet.
- *Eastern Property Boundary (adjoining to coal storage)* – One (1) soil/groundwater probe will be driven up to a depth of 20 feet.
- *Southern Property Boundary (adjoining to railroad siding)* – Two (2) soil probes will be driven up to a depth of 8 feet.

Soil and groundwater samples will be collected from specified probe locations and analyzed for VOCs, PAHs, and/or 4 Metals. Filtered groundwater will be collected and analyzed if necessary, depending on unfiltered analysis results. Four (4) metals include: arsenic, chromium, lead, and mercury.

Samples will be maintained under chain-of-custody until transferred to the laboratory for analysis. Observations and data generated by the field investigation will be summarized in a letter report which will contain an explanation of the analytical results. The analytical data will be summarized, and conclusions discussed to the extent possible. The need for additional investigation or remediation of the property will be discussed if appropriate.

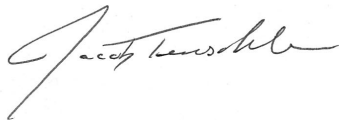
An electronic copy of the report will be provided to you which will detail the findings of the investigation and include site diagrams, tables with analysis results, conclusions, and any recommendations.

**BCA estimates the cost for performing the Phase II ESA will be \$26,094.** The project will be billed monthly on a percent completion basis. Our current schedule allows us to start the task immediately upon receiving your approval. Please note that this cost estimate is valid for 120 days.

Please return a signed copy of the enclosed Proposal Acceptance Sheet with the appropriate information completed. BCA will start this project immediately upon approval.

Thank you for the opportunity to earn your business. Please call me at (317) 578-4233 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Teuschler". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jacob Teuschler  
Project Manager

Prepared 12/1/2020

**COST ESTIMATES**  
**Phase II ESA**  
**413 W. 2nd St.**  
**Bloomington, IN**

**PHASE II ENVIRONMENTAL SITE ASSESSMENT**

**\$26,094**

**SOIL/GROUNDWATER PROBING INVESTIGATION**

<b>Task A: Sampling and Analysis Plan &amp; site map</b>					<b>\$2,134.00</b>
Senior Engineer/VP Tech	6	hr	125	\$750.00	
Pjt Mgr/Sr Geologist/Sci	0	hr	111	\$0.00	
Project Manager	4	hr	103	\$412.00	
Staff Geol/Scientist	12	hr	81	\$972.00	
Field Geol/Scientist	0	hr	71	\$0.00	
<b>Task B: Asbestos Survey</b>		ls	3500	\$0.00	<b>\$0.00</b>
<b>Task C: Field Investigation - Probing, Soil &amp; Groundwater sampling</b>					
<b>Field prep, sampling</b>					<b>\$6,492.00</b>
Senior Engineer/VP Tech	4	hr	125	\$500.00	
Pjt Mgr/BF Coordinator	0	hr	125	\$0.00	
Pjt Mgr/Sr Geologist/Sci	0	hr	111	\$0.00	
Project Manager	14	hr	103	\$1,442.00	
Staff Geologist	29	hr	81	\$2,349.00	
Field Geol/Scientist	31	hr	71	\$2,201.00	
<b>Field Expenses</b>					<b>\$1,046.00</b>
PID	1	day	75	\$75.00	
Misc Field Supplies	2	day	25	\$50.00	
Field filter (10 um)	8	ea	28	\$224.00	
GPS	1	day	120	\$120.00	
Groundwater pump (low flow)	1	day	150	\$150.00	
Groundwater flow cell/multi sonde	1	day	125	\$125.00	
0.170" Poly dual tube	120	ft	1.75	\$210.00	
3/8" ID Poly Tubing	0	ft	1	\$0.00	
Water level meter	1	day	12	\$12.00	
hand auger	0	day	20	\$0.00	
Field van equip	2	day	40	\$80.00	
<b>Travel - Mileage 1 RT = 150</b>	300	mi	0.50	\$150.00	<b>\$430.00</b>
Hotel & meals (persons)	2	ea	140	\$280.00	
<b>Subcontracts</b>					<b>\$3,830.00</b>
Private Utility Locate (GPR) & USTs	1	lot	920	\$920.00	
Geophysical Survey	0	lot	0	\$0.00	
Drilling (subcontract)	1	lot	2760	\$2,760.00	
Monitoring Well Installation	0	lot		\$0.00	
Drum disposal	1	dms	150	\$150.00	
<b>Laboratory Analyses</b>					<b>\$7,604.95</b>
Soil VOC	15	ea	69.00	\$1,035.00	
Soil SVOC/PAHs 8270		ea	161.00	\$0.00	
Soil PAH (8270SIM)	18	ea.	74.75	\$1,345.50	
Soil Metals (14)		ea	96.60	\$0.00	
Soil Chrome VI		ea	88.55	\$0.00	
Soil PCBs		ea	69	\$0.00	
Soil Arsenic		ea	12.65	\$0.00	
Soil Lead		ea	12.65	\$0.00	
Soil 3 metals & mercury	18	ea	54.05	\$972.90	
Soil Cyanide		ea	43.70	\$0.00	
Soil Herbicides		ea	161.00	\$0.00	
Soil Moisture	17	ea	5.75	\$97.75	
Method 5035A field kits	17	ea	0.00	\$0.00	
GndWtr VOC 8260	12	ea	75.90	\$910.80	
GndWtr EDB 504.1		ea	172.50	\$0.00	
GndWtr SVOC 8270/8270SIM		ea	207.00	\$0.00	
GndWtr PAH 8270SIM	11	ea	97.75	\$1,075.25	
GndWtr 14 metals		ea	96.60	\$0.00	
GndWtr 3 metals & mercury	11	ea	54.05	\$594.55	
GndWtr PCBs		ea	69.00	\$0.00	
GndWtr Chromium VI (filtered) 7199		ea	80.50	\$0.00	
Trip Blank (VOCs only; soil & GW)	2	ea.	75.90	\$151.80	
Disposal Analysis		ea	440	\$0.00	
<b>Follow-up Analyses</b>					
Soil VOC		ea	138	\$0.00	
Soil PAH 8270 SIM	4	ea	112.13	\$448.50	
Soil 3 metals & mercury	4	ea	81.08	\$324.30	
Soil Cr VI by 7199		ea	132.83	\$0.00	
GndWtr filtered 3 metals & mercury	8	ea	81.08	\$648.60	
GndWtr Chromium VI (filtered) 7199		ea	132.83	\$0.00	
<b>Lab Coord, data processing, tables, figures, data eval</b>					<b>\$1,919.00</b>
Senior Engineer/VP Tech	2	hr	125	\$250.00	
Pjt Mgr/BF Coordinator		hr	125	\$0.00	
Sr Geologist/Sci		hr	111	\$0.00	
Project Manager	4	hr	103	\$412.00	
Staff Geol/Scientist	5	hr	81	\$405.00	
Field Geol/Scientist	12	hr	71	\$852.00	
<b>Task D: Report Preparation</b>					<b>\$2,638.00</b>
Senior Engineer/VP Tech	6	hr	125	\$750.00	
Pjt Mgr/Sr Geologist/Sci	0	hr	111	\$0.00	
Project Manager	8	hr	103	\$824.00	

**TABLE 1  
ANALYSIS SUMMARY -  
Phase II ESA  
Former Gas Station  
413 W 2nd St.  
Bloomington, IN**

Sampling Type	No. of Samples	MS/MSD	Equip. Blank	Trip Blank	Duplicate	Total Samples	Analysis	Containers	Preservatives	Holding Times
Soil	12	1	0	1	1	15	VOCs 8260	3 pretared 40 ml glass vials w/ approx 5 gms soil in each from terre core sampler. 4th for moisture.	MeOH in 1. DI in 2 - freeze in 48 hrs	14 Days
	20	1	--	--	1	22	PAHs 8270 SIM	4-ounce Glass Jars	Cool to 6°C	14 Days
	0	0	--	--	0	0	SVOCs 8270	4-ounce Glass Jars	Cool to 6°C	14 Days
	20	1	--	--	1	22	4 Metals 6010/7470	4-ounce Glass Jars	Cool to 6°C	180 Days, Hg 28
	0	0	--	--	0	0	Chromium VI 7199A	4-ounce Glass Jars	Cool to 6°C	CrVI 30 days
	0	0	--	--	0	0	4 metals 6010	4-ounce Glass Jars	Cool to 6°C	180 Days
	0	0	--	--	0	0	Lead 6010	4-ounce Glass Jars	Cool to 6°C	180 Days
	0	0	--	--	0	0	Cyanide 9010/9012	4-ounce Glass Jars	Cool to 6°C	14 Days
	0	0	--	--	0	0	Herbicides 8151	4-ounce Glass Jars	Cool to 6°C	180 Days
	0	0	--	--	0	0	Pesticides	4-ounce Glass Jars	Cool to 6°C	14 Days
	0	0	--	--	0	0	PCBs 8082A	4-ounce Glass Jars	Cool to 6°C	14 Days
Groundwater	8	1	1	1	1	12	VOCs - 8260	3 - 40 ml Vials	HCl, Ice	14 Days
	0	0	0	--	0	0	SVOCs - 8270	1 - 1 liter Amber Glass Jar	Ice	7 Days
	8	1	1	--	1	11	PAHs - 8270 SIM	2 - 100 ml Amber Glass Jar	Ice	7 Days
	8	1	1	--	1	11	4 Metals Unfiltered	1 - 250 ml Plastic	HNO3, Ice	180, Hg 28 days
	0	0	0	--	0	0	PCBs 8082	1 - 1000 ml level 2 amber glass bottle	Ice to 6o C	7 Days to extract, 40 to analysis
	8	0	0	--	0	8	4 Metals Filtered	1 - 250 ml Plastic	HNO3, Ice	180, Hg 28 days
	0	0	0	--	0	0	Chromium VI 7199	1 - 50 ml Plastic	NH4SO4, Ice	CrVI 28 days
	0	0	0	--	0	0	Pb Unfiltered	1 - 250 ml Plastic	HNO3, Ice	180, Hg 28 days
Indoor Air/Soil Gas	0	0	0	0	0	0	VOCs TO-15 Low Level	1L or 6L Summa Canister	--	14 Days
Asbestos	0	0	0	0	0	ACM by PLM	Sealable Plastic Bags	NA	NA	





W. 2nd Street

W. 2nd Street

Subject Site  
413 W. 2nd St.

409 W. 2nd St.

Parking Lot

Parking Lot

S. Rogers Street

SP-1

SP-2

SP-3

SP-4

SP-7

SP-5

SP-6

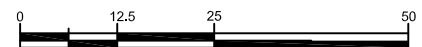
SP-8

SP-9

SP-10

Legend

- SP-1 Soil Sampling Location
- SP-1 Soil & Groundwater Sampling Location
- - - Property Boundary



**BCA** Environmental Consultants, LLC  
 7202 E. 87th Street, Suite 110  
 Indianapolis, IN 46256  
 317-578-4233



DATE:  
11/20/20  
SCALE:  
1"=25'

DRAWING TITLE  
**Site Map**  
Proposed Sampling Locations

PROJECT LOCATION:  
413 W. 2nd St.  
Bloomington, Indiana

DRAWN BY:  
RAM  
BCA SITE NO.  
XXXX

FIGURE  
**1**

W. 2nd Street

W. 2ND ST.

ST.

W. 2nd Street

22 ST 507

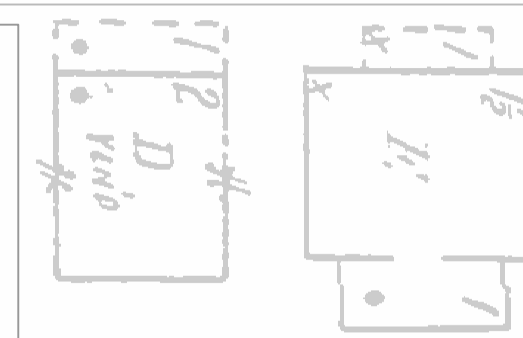
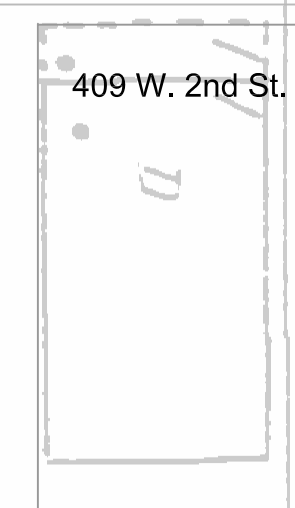
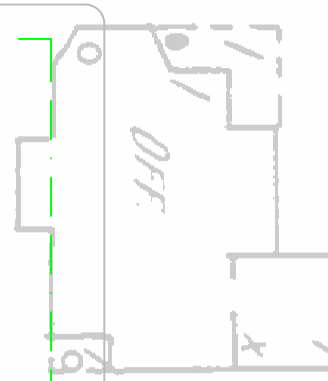
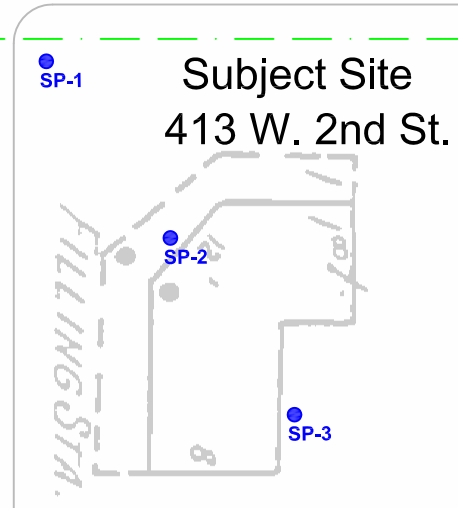
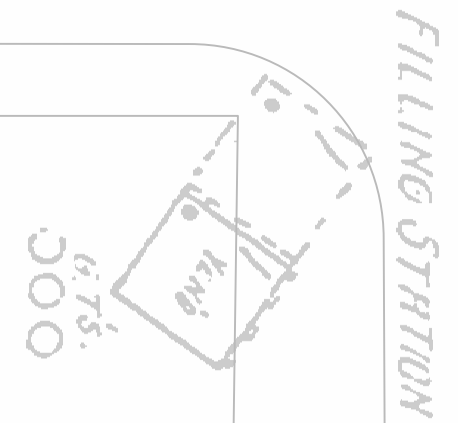
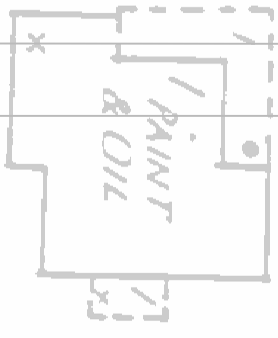
W. 2ND ST.

421

W 2ND ST. 417

409 W 2ND ST. 407-05

403 W. 2ND



Parking Lot

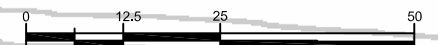
Parking Lot

Parking Lot

Parking Lot

Legend

- SP-1 ● Soil Sampling Location
- SP-1 ● Soil & Groundwater Sampling Location
- - - Property Boundary



**BCA**  
 BCA Environmental Consultants, LLC  
 7202 E. 87th Street, Suite 110  
 Indianapolis, IN 46256  
 317-578-4233



DATE:  
11/20/20  
SCALE:  
1"=25'

DRAWING TITLE  
**Site Map w/ FIM**  
 Proposed Sampling Locations

PROJECT LOCATION:  
 413 W. 2nd St.  
 Bloomington, Indiana

DRAWN BY:  
 RAM  
 BCA SITE NO.  
 XXXX

FIGURE  
**2**

S. Rogers Street

SIDING

CHAPLAIN

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 2<sup>nd</sup> and Rogers (“Hospital Site”)

**Project Manager:** Mick Renneisen; Jeff Underwood; Philippa Guthrie

**Project Description:**

Project will involve purchase of the Hospital Site at 2<sup>nd</sup> 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:	<b>\$13,000,000.00</b>
---------------------------------	------------------------

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
7a	Phase II Assessment	\$26,094.00	Jan. 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
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**20-94  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT TO LEASE AGREEMENT WITH GRANT PROPERTIES  
AT 216 SOUTH COLLEGE AVENUE**

- 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, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue; and
- WHEREAS, as part of the purchase, the RDC assumed leases that were part of 216 S. College Avenue, which included a lease with Grant Properties (“Property”); and
- WHEREAS, Staff has brought the RDC an amendmnet to the lease (“Amendment”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Amendment updates the entity name to Grant Management LLC from Douglas M. McCoy d/b/a Grant Properties;

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

1. The RDC explicitly approves the Amendment attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**ADDENDUM TO LEASE**

**THIS ADDENDUM** is entered into this \_\_\_\_\_ day of December, 2020, by and between the City of Bloomington Redevelopment Commission, Indiana, Lessor, and Douglas M. McCoy, d/b/a, Grant Properties, Lessee. The parties hereby mutually agree to amend Lessee's original Lease dated September 26, 2000 ("Lease") as follows:

1. Effective January 1, 2021 GRANT MANAGEMENT LLC will replace Douglas M. McCoy, d/b/a, Grant Properties, as Lessee.
2. All other terms of the original Lease and subsequent Addendums remain in full force and effect.

**IN WITNESS WHEREOF**, on the date and year first above written, the parties hereby execute and agree to this Addendum.

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Donald Griffin, President

Douglas M. McCoy, d/b/a Grant Properties

\_\_\_\_\_  
Douglas M. McCoy, Owner