

AGENDA
REDEVELOPMENT COMMISSION
October 18, 2021
5:00 p.m.

<https://bloomington.zoom.us/j/82200523298?pwd=RDB4M0h4WGhlZzYwbFFRUy9TeExUQT09>
Meeting ID: 822 0052 3298 - Passcode: 846466

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 4, 2021 and Executive Summary for October 4, 2021
- III. EXAMINATION OF CLAIMS** –October 1, 2021 for \$167,679.10
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 8, 2021 for \$34,249.64
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - A. Resolution 21-80: Approval of Agreement with Borshoff Inc. for the Reuse of the IU Health Bloomington Hospital Site.
 - B. Resolution 21-81: To Approve Addendum to Conveyance Agreement for Showers Dry Kiln in the Trades District.
 - C. Resolution 21-82: Approval of Funding for Appraisals for Property within the Allocation Areas for the Purpose of Possible Acquisition and Redevelopment.
 - D. Resolution 21-83: Approval of Payment to Add Insurance Coverage for the Fourth Street Parking Garage.
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 4, 2021, at 5:00 p.m. via ZOOM, with Nicholas Kappas, President Presiding <https://catstv.net/m.php?q=10260>

I. ROLL CALL

Commissioners Present: Nicholas Kappas, Cindy Kinnarney, Deborah Myerson, Deb Hutton and David Walter

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director; Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Sam Dove; Matt Smethurst, Project Manager, City Engineering Department; David Ondrik; Larry Allen, Attorney, City Legal Department; Dave Askins, B Square Beacon; Jeffrey Underwood, City Controller;

II. READING OF THE MINUTES – Cindy Kinnarney moved to approve the September 20, 2021 minutes via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deb Hutton moved to approve the claim register for September 17, 2021, for \$77,651.81 via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – David Walter moved to approve the payroll register for September 24, 2021 for \$34,062.14 via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. John Zody was available to answer questions.

B. Legal Report. Larry Allen stated the Redevelopment Commission met in executive session prior to this meeting at 4:30 p.m. via Zoom for the purpose of discussing various real property transactions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

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

A. NEW BUSINESS

A. CAC Appointments: The following commissioners will serve as an RDC Representative on the Citizens Advisory Committee for CDBG 2021 grant process:

- Deb Hutton – Physical Improvement
- Deborah Myerson – Social Service

B. Resolution 21-45: Amended Project Review and Approval Form for Development of the IU Health Bloomington Hospital Site. Alex Crowley briefly talked about the scope of services needed for this project. City staff have selected a consultant for the renaming, branding, and marketing of the site to serve the project. Staff believe it is in the best interest of the project to amend the project review and approval form to reflect these phases of the project. Larry Allen

mentioned that funding was not being approved through this resolution, but that staff would bring a contract to the next RDC meeting for approval.

Nicholas Kappas asked for public comment. There were no comments from the public.

Cindy Kinnarney moved to approve Resolution 21-45 via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

- C. Resolution 21-46: Approval of Change Order 2 for Construction of Rogers/Henderson/Winslow Multimodal Improvements. Matt Smethurst stated there were some small areas they decided to seed and straw instead of sod. Change order 2 is for an additional \$1,274.98 for seed mixture and fertilizer. Change order 2 was approved by the Board of Public Works on September 28, 2021.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 21-46 via roll-call vote. Deborah Myerson seconded the motion. The motion was unanimously approved.

- D. Resolution 21-47: Approval of Change Order 1 for Traffic Signal Replacement at 3rd Street and Indiana Avenue. Matt Smethurst stated change order 1 is for the additional cost for an arrow board rental, different brick pavers, and additional programming of the traffic signal. Change order 1 is for an additional amount not to exceed \$2,679.42, and it was approved by the Board of Public Works at its meeting on September 28, 2021.

Nicholas Kappas asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 21-47 via roll-call vote. Cindy Kinnarney seconded the motion. The motion was unanimously approved.

- E. Resolution 21-48: Adding the Bloomington Redevelopment Commission as Co-Recipient of the Economic Development Agency Cares – The Economic Development Agency (EDA) has requested to add the RDC as a co-recipient of the grant awarded to the City of Bloomington for a new technology center in the Trades District because of the instrumental role the RDC is playing in providing local matching funds. This will require staff to file application paperwork on behalf of the RDC.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 21-48 via roll-call vote. Deborah Myerson seconded the motion. The motion was unanimously approved.

- F. Resolution 21-49: Supplemental CDBG 2021 Funding Agreement for Crestmont Boys & Girls Club.
- G. Resolution 21-50: Supplemental CDBG 2021 Funding Agreement for Hoosier Hills Food Bank.
- H. Resolution 21-51: Supplemental CDBG 2021 Funding Agreement for Broadview Learning Center.

CDBG Funding. Larry Allen noted that staff had grouped all of the CDBG funding agreements so that the Commissioners could consider them collectively according to the type of funding agreement. The RDC agreed to consider the resolutions according to their groups by unanimous consent. The groups were as follows: Resolutions 21-49 through 21-51 – Supplemental CDBG Funding Agreements; Resolutions 21-52 through 21-60 – CDBG COVID-19 Funding Agreements; Resolutions 21-61 through 21-67 – CDBG Social Services Funding Agreements; and Resolutions 21-68 through 21-79 – CDBG Physical Improvement Funding Agreements.

Nick Kappas asked for public comment. There were no comments from the public.

David Walter moved to approve Resolutions 21-49, 21-50, 21-51 via roll-call vote. Cindy Kinnarney seconded the motion. The motion was unanimously approved.

- I. Resolution 21-52: CDBG-CV Funding Agreement for Crestmont Boys and Girls Club.
- J. Resolution 21-53: CDBG-CV Funding Agreement for Beacon Inc.
- K. Resolution 21-54: CDBG-CV Funding Agreement for Bloomington Housing Authority.
- L. Resolution 21-55: CDBG-CV Funding Agreement for CJAM.
- M. Resolution 21-56: CDBG-CV Funding Agreement for Monroe County United Ministries.
- N. Resolution 21-57: CDBG-CV Funding Agreement for Mother Hubbard's Cupboard.
- O. Resolution 21-58: CDBG-CV Funding Agreement for Middle Way House.
- P. Resolution 21-59: CDBG-CV Funding Agreement for New Hope for Families.
- Q. Resolution 21-60: CDBG-CV Funding Agreement for Pantry 279.

Nick Kappas asked for public comment. There were no comments from the public.

David Walter moved to approve Resolutions 21-52, 21-53, 21-54, 21-55, 21-56, 21-57, 21-58, 21-59, and 21-60. Cindy Kinnarney seconded the motion. The motion was unanimously approved.

- R. Resolution 21-61: CDBG 2021 Funding Agreement for Hoosier Hills Food Bank.
- S. Resolution 21-62: CDBG 2021 Funding Agreement for Monroe County United Ministries
- T. Resolution 21-63: CDBG 2021 Funding Agreement for Community Kitchen.
- U. Resolution 21-64: CDBG 2021 Funding Agreement for Boys & Girls Club.
- V. Resolution 21-65: CDBG 2021 Funding Agreement for Broadview Learning Center.
- W. Resolution 21-66: CDBG 2021 Funding Agreement for New Leaf New Life.
- X. Resolution 21-67: CDBG 2021 Funding Agreement for Mother Hubbard's Cupboard.

Nick Kappas asked for public comment. There were no comments from the public.

Cindy Kinnarney moved to approve Resolutions. Deb Hutton seconded. The motion was unanimously approved.

- Y. Resolution 21-68: CDBG 2021 Funding Agreement for Centerstone Hoosier House.
- Z. Resolution 21-69: CDBG 2021 Funding Agreement for LifeDesigns Inc. for Group Home Renovations.
- AA. Resolution 21-70: CDBG 2021 Funding Agreement for Monroe County United Ministries to Install Security Cameras.
- BB. Resolution 21-71: CDBG 2021 Funding Agreement for New Hope for Families.
- CC. Resolution 21-72: CDBG 2021 Funding Agreement for Summit Hill Community Development.
- DD. Resolution 21-73: CDBG 2021 Funding Agreement for City of Bloomington Utilities (CBU) to Correct Storm Water Issues in the Evergreen Village.
- EE. Resolution 21-74: CDBG 2021 Funding Agreement for Centerstone to Replace the HVAC and Outdated Electrical Systems at 416 West 1st Street.
- FF. Resolution 21-75: CDBG 2021 Funding Agreement for LifeDesigns for Water Heater Installation.
- GG. Resolution 21-76: CDBG 2021 Funding Agreement for Monroe County United Ministries for Paint and Carpet Installation.
- HH. Resolution 21-77: CDBG 2021 Funding Agreement for Middle Way House to Upgrade and Install Security Cameras in the Rise.
- II. Resolution 21-78: CDBG 2021 Funding Agreement for New Hope for Families to Install Required Landscaping.

JJ. Resolution 21-79: CDBG 2021 Funding Agreement for Summit Hill Community Development to Improve Accessibility at 1213-1215 W. 12th Street.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolutions 21-68, 21-69, 21-70, 21-71, 21-72, 21-73, 21-74, 21-75, 21-76, 21-77, 21-78, and 21-79. Deb Hutton seconded the motion. The motion as unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT – David Walter moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date

EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, October 4, 2021, at 4:30 p.m. via ZOOM.

Commissioners Present: Nicholas Kappas, Deb Hutton, Cindy Kinnarney, Deborah Myerson, and David Walter.

Commissioners Absent: Cathy Fuentes-Rohwer (MCCSC Representative)

Staff Present: John Zody, Director, HAND; Christina Finley, Financial Specialist, HAND; Jeffrey Underwood, Treasurer/City Controller.

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; 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 5:30 p.m.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date

21-80
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF AGREEMENT WITH BORSHOFF INC. FOR
THE REUSE OF THE 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”); and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site (“Purchase Agreement”); and

WHEREAS, in Resolution 21-45, the RDC approved an Amended Form adding outreach, renaming, branding, and marketing services to serve the Project (“Services”); and

WHEREAS, City staff have negotiated an agreement with Borshoff, Inc. to perform the Services for an amount not to exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement with Borshoff, Inc. and authorizes the City of Bloomington to expend an amount not to exceed Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on June 30, 2022.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
BORSHOFF INC.
FOR
BRANDING AND MARKETING CONSULTING**

This Agreement, entered into on this ____ day of October, 2021, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Borshoff Inc. (“Borshoff”),

WITNESSETH:

WHEREAS, in May 2018, the City entered into a purchase agreement for the current twenty-four (24) acre site of the IU Health Bloomington Hospital located in Bloomington, Indiana (“Hospital Site”); and

WHEREAS, the City will take possession of the Hospital Site when IU Health vacates the property and demolishes structures on the site; and

WHEREAS, upon taking possession, the City plans to redevelop the Hospital Site; and

WHEREAS, the City requires the services of a professional consultants to assist the City in renaming, branding, and marketing the redeveloped Hospital Site (the “Services” as further defined below); and

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

WHEREAS, Borshoff is willing and able to provide such Services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Borshoff shall provide the Services as specified in Exhibit A, “Scope of Work and Project Schedule”, attached hereto and incorporated into this Agreement.

Borshoff shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with an ordinary standard of care for the profession.

Borshoff shall complete the Services required under this Agreement on or before April 15, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Borshoff's work, Borshoff agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City's Director of Public Engagement, Mary Catherine Carmichael, or her designee as the City's Project Manager. Borshoff agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 2, below, shall be used by Borshoff for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Borshoff shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 3. Compensation

The City shall pay Borshoff for all fees and expenses in an amount not to exceed a total of eighty-two thousand five hundred dollars (\$82,500.00) based on the fees and reimbursable payment schedule set forth in Exhibits A and B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Borshoff within thirty (30) days of receipt of invoice. Borshoff may submit monthly invoices to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require and contain an itemized listing of reimbursable expenses, when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

ATTN: Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

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

Borshoff shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 4. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 5. Schedule

Borshoff shall perform the Services according to the schedule set forth in Exhibit A, Scope of Work and Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. When a contractor is selected, responsibility for scheduling of construction services will become the sole responsibility of the contractor.

If Borshoff's ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City's actions, untimely city or other government agency approvals, the actions of the contractor or other third party, or any force majeure events, then Borshoff shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit A.

Article 6. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Borshoff. Borshoff shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Borshoff for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Borshoff's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Borshoff in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

Article 7. Identity of the Consultant and Local Personnel

Borshoff acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Borshoff has represented will be responsible therefor.

Borshoff acknowledges and agrees that at least twenty percent (20%) of the resources and personnel providing the Services under this agreement shall be based in the City of Bloomington.

Borshoff thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit B, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Borshoff. In addition to the identities and titles of the principal personnel, Borshoff shall also indicate the roles and responsibilities of each team member and the location where they are based in Exhibit B. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. In the event Borshoff desires to change personnel indicated in Exhibit B, Borshoff shall submit notice to the City for the City's consent of the change in writing. The City reserves the right to reject any of the Borshoff's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Borshoff pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Borshoff will be at the City's sole risk and without liability or legal exposure to Borshoff. The City shall indemnify, defend, and hold harmless the Borshoff against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 9. Work for Hire and Ownership of Documents

Any work specifically created for the City under this Agreement by Borshoff or anyone working on behalf of Borshoff is considered a "work for hire." All documents, designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, including digital format files, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") are and remain the property of the City, and, unless otherwise specifically set forth herein, are considered specially ordered for the City as a "work made for hire," or, if for any reason held not to be a "work for hire," Borshoff or anyone working on behalf of Borshoff who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the City. The City owns all right, title and interest in the Materials.

Borshoff agrees upon request to execute any documents necessary to perfect the transfer of such title to the City. The Materials must be to the City's satisfaction and are subject to the City's approval. On or before completion of the Borshoff's services hereunder, Borshoff must furnish the City with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. Borshoff hereby represents and warrants that the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and that no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. Borshoff shall retain its ownership rights in its databases, computer software and other proprietary property existing prior to this Agreement.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

Borshoff shall indemnify, and hold harmless the City of Bloomington, the City, and the officers, and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability to the extent, arising out of the Agreement or to the extent occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any

reckless or negligent act or failure to act on the part of the Borshoff or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

Article 12. Insurance

During the performance of any and all Services under this Agreement, Borshoff shall maintain the following insurance in full force and effect:

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Borshoff shall provide evidence of each insurance policy, through a certificate of insurance, to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Borshoff may be held responsible for payment of damages resulting from Borshoff’s provision of the Services or its operations under this Agreement. If Borshoff fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City’s required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

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

Article 14. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity

or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment

Neither the City nor the Borshoff shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Borshoff.

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination

Borshoff shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Borshoff understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Borshoff believes that a City employee engaged in such conduct towards Borshoff and/or any of its employees, Borshoff or its employees may file a complaint with the City department head in charge of the Borshoff's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws

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

Article 21. E-Verify

Borshoff 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).

Borshoff shall sign an affidavit, attached as Exhibit C, affirming that Borshoff 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.

Borshoff and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Borshoff or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Borshoff or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Borshoff or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Borshoff or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Borshoff or subcontractor did not knowingly employ an unauthorized alien. If the Borshoff or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Borshoff. If the City terminates the contract, the Borshoff or subcontractor is liable to the City for actual damages.

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton Street, Suite 220
Bloomington, Indiana 47402

Borshoff:

Karen Alter, CEO
Borshoff Inc.
333 N. Alabama Street, Suite 300
Indianapolis, Indiana 46204

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

Article 23. Intent to be Bound

The City and Borshoff each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

CITY OF BLOOMINGTON

BORSHOFF INC.

Donald Griffin, Deputy Mayor

Karen Alter, Chief Executive Officer

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

Cindy Kinnarney, Secretary

EXHIBIT A

Scope of Work and Project Schedule



10.6.21

SCOPE OF WORK

CITY OF BLOOMINGTON // HOSPITAL SITE BRAND STRATEGY & PLANNING

Thank you for the opportunity to partner with the City of Bloomington on a brand strategy initiative for the former city hospital site. We look forward to collaborating with you.

DESCRIPTION OF SERVICES

Discovery

\$7,500

Borshoff will analyze key internal and external audience mindsets through research on which we'll base a go-forward naming/brand strategy. Specifically, the research will explore:

- Internal mindsets, challenges and priorities with key leadership stakeholders
- The history of the hospital site
- City style/patterns in naming various districts/areas (environmental scan)
- Perception of the hospital site with various audiences

These insights will inform the development of the future name, visual identity and rollout plan. Discovery steps include:

- Leadership Stakeholder Meeting – one group session with the Mayor and his designees, aligning on goals, key measures of success and the overall approach (in-person or Zoom)
- Strategy Review – review of all existing background information (including historical documents) and plans for the hospital site

Deliverables:

Research Summary – A necessary precursor to site naming, we'll provide an executive summary of the potential naming strategies obtained during Discovery. This summary will establish the baseline categorical types of naming convention options. Borshoff understands that an environmental scan of the City redevelopment area and its history may likely factor heavily into inspiring eventual district naming choices.

Site Naming

\$30,000

Upon completion of the discovery phase, Borshoff will work to develop naming options for the hospital site that are inspired by the information gleaned. We'll also work to vet the options with various stakeholder groups, before providing a final recommendation to the key project leadership group. The naming phase includes:

- Initial Naming Recommendations – development of initial set of potential site names based on inspiration sources from the research (includes up to two rounds of revisions, if needed)
- cursory Legal Review – online review of other regional development districts and URLs to assure the initial names aren't in use by another development
- Stakeholder Review Meetings – review of potential naming options with up to three stakeholder groups to gather input and influence the final recommendation (in-person or Zoom). Borshoff understands these to include the Mayor's office initially to pare down options, before presenting to the larger BHRU City working group, followed by a BHRU Committee to be designated by the Mayor's office



- Naming Revisions/Finalization – working through feedback gathered from various stakeholders to arrive at a final name recommendation (includes up to two rounds of revisions, if needed)

Deliverables:

- Initial naming recommendations (5-7)
- Stakeholder review meetings
- Final naming recommendation

Borshoff recommends that the City of Bloomington consult legal counsel to fully vet the final name recommendation to assure it's not being used by another party, and it's legally protectable.

Site Visual Identity & Brand Guidelines

\$30,000

After the site name has been approved, Borshoff will review existing Bloomington brand guidelines to help guide the development of the visual identity – color palettes, fonts, logo, etc. – to highlight the visual personality. We'll present three logo options to the leadership stakeholder group to help inform the eventual selection. Borshoff will also explore opportunities to collaborate with local resources/professionals in developing the visual identity.

Recommendations on hospital site visual identity will include:

- Logo direction (3 presented; 1 final selected) (includes up to two rounds or revisions, if needed)
- Color palette(s)
- Fonts/typography

Deliverables:

- Final logo file in various formats (one color, full color, reversed – various file formats)
- Basic visual identity style guidelines

Borshoff recommends that the City of Bloomington consult legal counsel to fully vet the final logo recommendation to assure it's not being used by another party, and it's legally protectable.

Site Marketing Plan

\$15,000

Concurrent with the visual identity development, we'll work to develop an internal and external marketing plan to help inform and educate key audiences on the evolution of the hospital site, based on goals determined during the discovery phase and insights gathered from various stakeholder groups.

The marketing plan will outline and recommend strategies and tactics (for either Borshoff, the City of Bloomington, or other partners to execute) to reach key audiences, as well as a timeline for implementation. Recommendations that may be included in the marketing plan: website development, marketing collateral, public/media relations, community engagement, social media, etc.

Deliverable:

- Site marketing plan

The marketing plan is for the recommendation of strategies and tactics to help introduce the new site name and market the parcel to potential developers and other key audience groups. The plan doesn't include execution of the recommended strategies and tactics. We'd welcome the opportunity to discuss continuing the partnership with further execution after the plan is approved.

TOTAL PRICE

\$82,500

Borshoff is committed to leveraging Bloomington-based businesses in this initiative. It's our expectation that 20% of the budget may be allocated to Bloomington-based partners.

Continued on the following page...



PAYMENT TERMS

Borshoff will invoice in increments based on completion of the phases noted above. Payment shall be due within thirty (30) days of invoice date unless otherwise noted in master agreement.

CONDITIONS

This Scope of Work and corresponding Total Price are provided based on the following conditions.

- If any scoped services, defined deliverables or project parameters change, including hard costs not identified here, we will provide a change order with any associated costs and obtain your approval prior to moving forward.
- A mutually agreed upon timeline will be established. Borshoff will manage the timeline to ensure milestone dates are met – specifically where client participation is required. If dates are not met, the timeline will be recast with a new delivery date. Should the timeline extend beyond the original delivery date, Borshoff reserves the right to re-evaluate the scope and budget required to finalize all deliverables.
- Payment for any substantial hard costs associated with this scope may be expected in advance of commencing work.
- If a Purchase Order is necessary for Borshoff to obtain payment, Borshoff must be supplied the PO# prior to Borshoff commencing any work.
- Payment of the Total Price in full is required at final delivery.



ACCEPTANCE

We agree to the terms and conditions outlined here and warrant that each party below has the authority to bind their organization to this Scope of Work.

Borshoff requests approval on this Scope of Work by October 18, 2021. Please let us know if you have any questions.

Thank you.

Accepted for Borshoff:

10/6/21

Adam Hoover, Executive Strategy Director

Date

Accepted for Client:

Authorized Representative (signature)

Date

Name, Title (printed)

EXHIBIT B

Key Personnel

EXHIBIT C

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of Borshoff, Inc.
(job title)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public’s Signature

Printed Name of Notary Public

County of Residence: _____

My Commission Expires: _____

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Manager: Mick Renneisen; Jeff Underwood; Philippa Guthrie

Project Description:

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

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

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2023

Financial Information:

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

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

Step	Description	Estimated Cost	Timeline
1	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by July 2018
2	Appraisals	\$50,000	2018-2020
3	Project Agreement with IU Health	\$6,500,000	2021
4.	Due Diligence with Environmental Assessment	Total: \$79,865.63 Legal Fees: \$29,275.63 Engineering: \$11,800 Phase 1: \$15,200 Phase 2: \$23,590	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	Total: \$4,935,959.03	2020-2023
6a	Design – VS 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	\$265,000.00	Dec. 2021
7a	Phase II Assessment	\$26,094.00	Jan. 2021
8.	Phase 1 Design – Shrewsberry & Associates, LLC	\$1,048,880	June 2021 – Dec. 2023
9.	Borshoff - Naming and Branding	\$82,500	Oct. 2021-Mar. 2022
	9a. Discovery	\$7,500	Oct.-Nov. 2021
	9b. Site Naming	\$30,000	Nov. 2021 – Jan. 2022

	9c. Visual Identity and Branding	\$30,000	Jan. – Feb. 2022
	9d. Marketing Plan	\$15,000	Feb. – Mar. 2022

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-61 Approval of Agreement with Borshoff Inc for Outreach, Branding, and Marketing

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**21-81
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO APPROVE ADDENDUM TO CONVEYANCE AGREEMENT FOR
SHOWERS DRY KILN IN THE TRADES DISTRICT**

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a certified tech park (“CTP”) in Downtown Bloomington; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-22, the RDC is vested with the power to disburse and offer for sale real property; and
- WHEREAS, in accordance with Indiana Code § 36-7-14-22, the RDC formally offered the Showers Dry Kiln (“Property”) for sale on September 15, 2015; and
- WHEREAS, in Resolution 19-107, the RDC approved a conveyance agreement to sell the Property to Kiln Collective LLC (“Agreement”), which is attached to this Resolution as Exhibit B; and
- WHEREAS, due to the COVID-19 pandemic, the parties were not able to meet the timelines and dates set out in the Agreement; and
- WHEREAS, City staff have negotiated an Addendum to the Conveyance Agreement, which sets out new benchmarks and target dates to close on the Property, which is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the sale of the Property has a valid public purpose.
2. The RDC approves the addendum to the Agreement attached to this Resolution as Exhibit A.
3. The RDC authorizes President Nicholas Kappas to sign the addendum to the Agreement. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Vice President

Date

AMENDMENT TO REAL ESTATE CONVEYANCE AGREEMENT

This Amendment is attached to and made a part of the Real Estate Conveyance Agreement between the Bloomington Redevelopment Commission (“RDC”) and Kiln Collective, LLC (“Purchaser”), for property known as the Showers Kiln located at 333 West 11th Street, in Bloomington, Indiana (“Real Estate”), dated December 31, 2019, (“Agreement”).

Section 3. Conditions Precedent to Closing. It is mutually agreed to amend Section 3 Conditions Precedent to Closing of the Agreement. Due to COVID-19 pandemic, the parties believe it is in the best interest to modify and extend the following dates included in Section 3:

- **A. Title Insurance.** The RDC shall deliver title insurance no later than October 15, 2021, if it has not already done so.
 - Purchaser shall notify the RDC of Permitted Exceptions no later than November 15, 2021.
 - If necessary, the RDC may cure any exceptions no later than December 15, 2021.
- **B. Survey.** If a survey was obtained by the purchaser pursuant to the Agreement, the Purchaser may raise any objections to the survey no later than December 1, 2021.
 - The RDC shall have until January 1, 2022, to cure any objections.
- **D. Condition of Real Estate.** The Purchaser shall have until January 1, 2022, to determine in accordance with the terms of the Agreement, whether the Real Estate enjoys adequate rights of access.
- **E. Government and Land Use Approvals.** Purchaser shall obtain any and all necessary government approvals pursuant to the terms of the agreement no later than May 1, 2022.
- **F. Financing.** Purchaser shall have until no later than May 1, 2022, to secure financing.

Economic Viability of Renovation Project. It is mutually agreed that the Purchaser’s obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving Redevelopment Tax Credits of no less than 30% of the renovation costs, or comparable offsets to the construction or operating costs through other means.

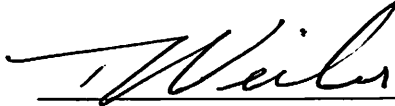
In all other respects, the Agreement shall remain in effect as originally written.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

KILN COLLECTIVE, LLC

Signature



Signature

Printed Name, Title

Don Weiler, Member

Printed Name, Title

Date

9/29/2021

Date

REAL ESTATE CONVEYANCE AGREEMENT

This Real Estate Conveyance Agreement (“Agreement”) is entered into this 30TH day of December 2019, by and between the City of Bloomington Redevelopment Commission (“RDC”) and Kiln Collective, LLC (or similarly named entity) which is an LLC to be formed by Don Weiler, Craig Bailey, Mike Carson, John Hurlow, Bob Costello, Brad Wisler and Mike Trotzke or entities associated with these individuals. At the time of the execution of this Agreement the LLC has not been formed, so all of the above named individuals shall be the joint purchasers until the creation of the LLC and the above named individuals have further authorized Don Weiler to sign this Agreement on their behalf and the RDC and named individual purchasers agree that this Agreement will be assigned to the a LLC prior to any closing (all aforementioned individuals and the future LLC referred to herein as “Purchaser”).

RECITALS

- A. The RDC owns real property (hereinafter referred to as “Real Estate”) of historic and architectural significance in Bloomington, Indiana, commonly known as the Showers Kiln and located at 333 West 11th Street, in Monroe County, Indiana, which is more particularly described as follows:

Lot 7 in the Trades District Amendment 1 Final Plat recorded as Instrument No. 2019002507.

- B. Purchaser recognizes that the Real Estate includes a historic structure, and desires to maintain the character and elements of its uniqueness within the Trades District.
- C. Pursuant to IC 36-1-1-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the Quitclaim Deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

TERMS AND CONDITIONS

1. **Agreement to Convey:** The RDC agrees to convey the Real Estate to Purchaser for Fifty Thousand Dollars (\$50,000.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing by certified check, cashier's check, or by wire transfer.
2. **Closing:** The purchase and sale of the Real Estate shall be closed on within thirty (30) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing, at 1:00 p.m. subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”

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

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

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

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

B. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause a staked survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to RDC not later than **ninety (90)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. If any objections raised by Purchaser are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder.

C. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the Redevelopment Commission on or before **December 16, 2019**. If such approval is not received by Purchaser on or before such date then either party may terminate this Agreement.

D. **Condition of Real Estate.** Purchaser, at its expense and within **One Hundred Twenty (120)** days after the Effective Date, shall have determined, in its sole discretion, that the

Real Estate enjoys adequate rights of access to and from public roads. If within this **One Hundred Twenty (120)** days Purchaser, in its sole discretion, does not believe that the Real Estate enjoys adequate rights of access to and from public roads and this requirement is not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder

- E. **Government and Land Use Approvals** Purchaser at its expense, and within **one hundred twenty (120)** days after the Effective Date, shall have secured land use approvals and any other government approvals for its intended use and development, including but limited to, parking, signage, design, and historical compliance. If such approvals are not received by Purchaser on or before the **one hundred twenty (120)** days expires, then Purchaser may terminate this Agreement.
- F. **Financing.** Purchaser shall have **one hundred twenty (120)** days after the Effective Date to secure a commitment from a financial institution to financing in an amount and terms acceptable to Purchaser and in addition obtain an approval from the RDC for the placement of any necessary liens on the Property that may be required by such financing. If such a commitment and RDC approval are not received by Purchaser on or before the **one hundred twenty (120)** days expires, then Purchaser may terminate this Agreement.
- G. **Environmental.** RDC shall within **sixty (60)** days after the Effective Date, shall, in a form satisfactory to Purchaser, send to Purchaser any environmental reports or studies in its possession and provide clarification and removal of the necessity for having an environmental restrictive covenant (ERC) placed on the property deed prohibiting the use of shallow groundwater for drinking water and limiting future site to non-residential use. The Purchaser may waive the RDC's obligations under this Section by providing acknowledgement of waiver in writing. The RDC, at RDC's sole cost and expense, shall within **one hundred twenty (120)** days after the Effective Date, provide to Purchaser in a form satisfactory to Purchaser, or have the requirement waived by Purchaser in writing, an All Appropriate Inquiry (AAI) compliant Phase I Environmental Site Assessment (ESA). After Receipt of an AAI the Purchaser shall have Sixty (60) days to accept or not the AAI or terminate the Agreement.

- 4. **Use of Real Estate:** The RDC's conveyance is subject to the following restrictions:
 - A. For a **ten (10) year period** after the Real Estate is conveyed, unless the Parties otherwise agree in writing, Purchaser shall operate 100% of the Real Estate, including any newly developed improvements, as non-residential space.
 - B. Purchaser shall at all times use and maintain the Real Estate in accordance with the Covenant, Conditions, and Restrictions for the Trades District Subdivision, which are attached to this Agreement as **Exhibit A.**
 - C. Upon execution of this Purchase Agreement, Purchaser also agrees to execute a shared-access use agreement with the RDC for a shared sidewalk between the Real Estate and the Dimension Mill to the South. The easement shall be recorded and attached to this Agreement as **Exhibit B.**
- 5. **Transfer Back to RDC:** As part of the consideration for this conveyance, Purchaser and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall

fully comply with all terms of this Real Estate Conveyance Agreement. If at any time within ten (10) years after the conveyance, Purchaser materially fails to comply with the terms of Section 4 "Use of Real Estate" of this Agreement, and such breach continues for **ninety (90)** days after written notice from the RDC, then the Real Estate herein conveyed together with any improvements may, at the sole option of the RDC, be purchased by the RDC as defined below, unless Purchaser's compliance with these terms and conditions occurs during said ninety (90) day period. If RDC requests to purchase of the Real Estate under this Section, the RDC shall pay Purchaser the average of two qualified MIA appraisals of the Real Estate and any improvements. RDC shall pay all of the costs and expenses of any conveyance and of the appraisals that may arise under the terms of this Section.

6. **Right of First Refusal:** For a period of **twenty (20)** years, in the event Purchaser proposes to sell or otherwise dispose the Real Estate, the RDC shall have the right to purchase the Real Estate. The Purchase Price shall be the greater of the amount offered by a potential purchaser so long as an offer to purchase is an arm's length offer from a party not related or connected with the Purchaser, or the average of two appraisals for the Real Estate. The Purchaser shall give the RDC written notice of its desire to sell or of an offer to purchase, and the RDC shall notify Purchaser within a **ninety (90)** day period whether the RDC wishes to purchase the Real Estate. If no notice to exercise this right is given during the **ninety (90)** day period, this Right of First refusal shall expire. The Right of First Refusal shall not apply to any conveyances to an entity that is wholly owned or controlled by the Purchaser.
7. **No Liens:** Except for the approval given with this Agreement for a lien under Section 3.F., without the RDC's prior written approval, Purchaser shall not permit any lien to attach to the Real Estate. This restriction shall expire after **ten (10)** years from the date of Conveyance. However, this paragraph does not apply to an assessment imposed by a unit of government for services provided to the Property, such as an assessment for utility, storm water, or solid waste fees.
8. **Warranty Deed and Other Documents:** The RDC agrees to deliver a Warranty deed to the Purchaser at Closing. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
9. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and Purchaser.
10. **Closing Adjustments and Prorations:**
 - A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.
 - B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
 - C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be cancelled as of the Closing Date.

D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.

11. Covenants and Assurances:

- A. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
- B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
- C. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;
- D. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
- E. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
- F. This Agreement shall be construed according to the laws of the State of Indiana.

12. Default: In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Purchaser and such breach or default shall not have been cured by Purchaser within thirty (30) days (or such additional time as may be reasonably necessary to cure any non-payment default) after delivery by RDC of written Notice thereof to Purchaser, then RDC shall be entitled to recover Twenty-Five Thousand Dollars (\$25,000.00) as full liquidated damages, which shall be RDC's sole remedy at law and in equity and shall, in addition, also be entitled to recover attorneys' fees incurred in connection with any action to recover the liquidated damages or to enforce this Agreement.

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

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth

in Paragraph 4 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

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

If to Purchaser: Kiln Collective
 Attn.: Don Weiler
 700 N. Rogers Street
 Bloomington, IN 47404

If to RDC: The Redevelopment Commission of Bloomington, Indiana
 Attn.: Larry Allen
 City of Bloomington Legal Department
 401 N. Morton St, Ste. 220
 Bloomington, IN 47404

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

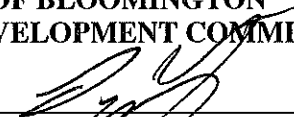
14. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the individual Purchasers to an LLC created by the individual Purchasers as outlined in the introductory recital to this Agreement.
15. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the quitclaim deed.
16. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
17. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
19. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
20. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to

demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

- 21. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.
- 22. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

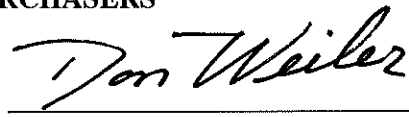
IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

By: 
Donald Griffin, President


Date: 12/31/2019

PURCHASERS

By: 
Don Weiler, Partner

Date: 12/30/2019


CITY OF BLOOMINGTON

By: 
John Hamilton, Mayor

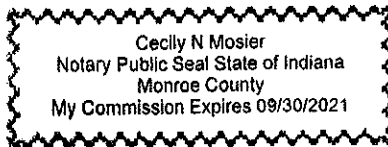
Date: 12/31/2019

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Larry D. Allen
Attorney No. 30505-53

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



Before me, a Notary Public in and for the State of Indiana, personally appeared John Hamilton, Mayor of
Bloomington, and executed the foregoing Real Estate Conveyance Agreement this 31st day of
December, 2019.

C. Mosier
Notary Public's Signature

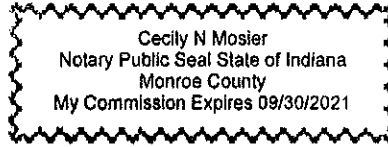
Cecily N. Mosier
Printed Name of Notary Public

My Commission Expires: 9/30/2021

County of Residence: Monroe

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



Before me, a Notary Public in and for the State of Indiana, personally appeared, Donald Griffin, President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate Conveyance Agreement this 31st day of December, 2019.

C. Mosier
Notary Public's Signature

Cecily N. Mosier
Printed Name of Notary Public

My Commission Expires: 9/30/2021

County of Residence: Monroe

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared Don Weiler, on behalf of Kiln Collective and executed the foregoing Real Estate Conveyance Agreement this 30 day of December, 2019.

Jennifer Enochs
Notary Public's Signature

Jennifer Enochs
Printed Name of Notary Public



JENNIFER ENOCHS
Resident of Lawrence County, IN
Commission Expires: January 29, 2020

My Commission Expires: Jan 29, 2020

County of Residence: Lawrence

Commission Number: _____

EXHIBIT A
Trades District Covenants, Conditions, and Restrictions

[Intentionally Left Blank]

EXHIBIT B
Access Easement

[Intentionally Left Blank]

**21-82
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY WITHIN THE
ALLOCATION AREAS FOR THE PURPOSE OF POSSIBLE ACQUISITION AND
REDEVELOPMENT**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”); and

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, Indiana Code Sections 36-7-14-19, -19.5, -22 require, in most circumstances, that the RDC obtain two independent appraisals of fair market value for the property to either acquire or sell real property; and

WHEREAS, in Resolutions 18-63, 19-40, and 20-62 the RDC approved funding for independent appraisals of property within the Consolidated TIF pursuant to the mission of redevelopment; and

WHEREAS, Staff is requesting an amount for the necessary appraisals of various parcels of property within the Consolidated TIF not to exceed Ten Thousand Dollars (\$10,000); and

WHEREAS, the RDC has available Consolidated TIF funds to pay for the appraisals;

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

1. The RDC hereby approves payments not to exceed Ten Thousand Dollars (\$10,000.00) from the Consolidated TIF funds for appraisals for the acquisition of property within the Consolidated TIF.

2. Housing and Economic Development Director John Zody shall sign any necessary agreements with independent appraisal agencies necessary to complete the appraisals on property, and such agreements shall be subject to the City's normal quote and acquisition procedures.
3. City staff are directed to present the findings of any appraisal to the RDC and to save any subsequent appraisal agreements in the RDC's files with this Resolution.
4. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**21-83
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PAYMENT TO ADD INSURANCE
COVERAGE FOR THE FOURTH STREET PARKING GARAGE**

- 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 4th Street Parking Garage (“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 has reached final completion and is nearing completion of all punch list items; and
- WHEREAS, it is necessary to add the 4th Street Parking Garage to the City’s list of its insured properties with our insurer Hylant; and
- WHEREAS, the cost of the change endorsement to add the garage is Seven Thousand One Hundred and Forty-Seven Dollars (\$7,147.00), as shown by the invoice attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the RDC’s general services fund, also known as the 444-account, to pay for the fee to add the garage to the City’s insurance coverage; and

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interest.
2. The RDC reaffirms that the Project has a valid public purpose.
3. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Seven Thousand One Hundred and Forty-Seven Dollars (\$7,147.00) to add insurance coverage for the 4th Street Parking Garage, pursuant to the terms of the City’s policy.
4. The Payment authorized above may be made from the RDC’s general services fund (Account 444-15-150000-53990). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

HYLANT

hylant.com

Hylant - Indianapolis/Bloomington

100 South College Ave, Ste 230
Bloomington, 47404 IN

P-(812) 332-4484

F-(812) 333-3068

Invoice #	309266
Date	Balance Due On
10/14/2021	10/29/2021
Insured	
City of Bloomington, Indiana	
Account Number	Amount Due
BLOOMIN-02	\$7,147.00

City of Bloomington, Indiana

Attn: Gary Conner

PO Box 100

Bloomington, IN 47402

Please Return Top Portion of Invoice with Payment

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
Package - Commercial			Policy # 1078044	Effective: 1/1/21 - 1/1/22	
Issuing Company			Affiliated FM Insurance Co		
2604475	8/20/2021	10/29/2021	ENDT	Add New Garage 4th & Walnut, Bloomington, IN 47401	7,147.00
Total Invoice Balance:					\$7,147.00

PAYMENT INSTRUCTIONS**CHECK by MAIL****Payable to:**Hylant
PO Box 638720
Cincinnati, OH 45263-8720**CHECK by COURIER****Payable to:**Hylant
811 Madison Ave.
Toledo, OH 43604**PAY ONLINE** <https://seppay.com/s/hyl/inv?c=BLOOMIN-02&i=309266>



General Change Endorsement

This endorsement is attached to and forms part of the following designated policy:

Account Number: 17450
Policy Number: 1078044

Endorsement Number: 006
Effective Date of Change: 20 August 2021

Insured: City of Bloomington, Indiana

All terms and conditions remain unchanged except:

The following changes are made to the designated policy:

The following **location(s)** are added to INSURANCE PROVIDED, Location Schedule:

Loc. No.	Title	Address
079	Public Works-Fourth Street Garage (535 spaces) Public Works-Fourth Street Garage (535 spaces) Public Works-Fourth Street Garage	4th & Walnut, Bloomington, Indiana, 47401, USA

By:

Karen Pietras

Office:

Chicago Operations

Date:

13 October 2021