

AGENDA
REDEVELOPMENT COMMISSION
November 15, 2021
5:00 p.m.

Join Zoom Meeting

<https://bloomington.zoom.us/j/83570632598?pwd=Q0J4aVhLVlVBNjZ1dm5tb2JYa21FZz09>
Meeting ID: 835 7063 2598 - Passcode: 208132

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 18, 2021 and Executive Summary for October 18, 2021
- III. EXAMINATION OF CLAIMS** –October 15, 2021 for \$230,973.72 and October 29, 2021 for \$2,230,386.16
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 22, 2021 for \$34,130.86 and November 5, 2021 for \$34,149.62
- 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 21-84: Approval of Additional Funds for Emergency Home Repairs
 - B.** Resolution 21-85: Approval of Addendum to Design Consultant Contract for 1st Street Reconstruction Project.
 - C.** Resolution 21-86: Approval of Funding for an HVAC Improvement for the Dimension Mill
 - D.** Resolution 21-87: Approval of Offering Sheet for Redevelopment Commission Owned Property Located Along Cottage Grove Avenue
- 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 18, 2021 at 5:00 p.m. via ZOOM, with Nicholas Kappas, President Presiding**

<https://bloomington.zoom.us/j/82200523298?pwd=RDB4M0h4WGhlZzYwbFFRUy9TeExUQT09>

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

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Sam Dove; Larry Allen, Attorney, City Legal Department; Dave Askins, B Square Bulletin; Jeffrey Underwood, City Controller; Adam Hoover; Boris Ladwig, Herald-Times; Jennifer Dzwonar, Borshoff Inc.; Josh Scism, JS Held

- II. READING OF THE MINUTES** – David Walter made a motion to approve the October 4, 2021 minutes and the October 4, 2021 Executive Summary, via roll-call vote. Cindy Kinnarney seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for October 1, 2021, for \$167,679.10, via roll-call vote. David Walter seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for October 8, 2021, for \$34,249.64. Deb Hutton seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report. John Zody reported working with sub-recipients of 2021 CDBG funding, to get projects moving. Zody said he will provide a housing report to the City Council in November.
- B. Legal Report. Larry Allen stated the RDC is required to have its annual informative presentation that is made available to all of the taxing units in the allocation areas. Allen said that presentation will be on November 15, during the RDC meeting.
- 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. Those conversations are confidential because they involve ongoing transactions
- C. Treasurer's Report. Jeff Underwood stated that RDC commissioner membership training will take place on November 15, 2021.

Underwood informed the commission of other reporting requirements. The Department of Local Government Finance report (DLGF) is due in April, which is also filed with the City Council. Another yearly requirement is the RDC's finding of no excess assessed value from the Consolidated Allocation. The annual informative presentation is one of these requirements.

- D. Business Development Updates: Alex Crowley stated potential purchasers of the Showers Administration Building are holding a design charrette at the Mill on Friday morning.

A. NEW BUSINESS

- A. Resolution 21-80: Approval of Agreement with Borshoff Inc. for the Reuse of the IU Health Bloomington Hospital Site. Jennifer Dzwonar and Adam Hoover gave a brief presentation about Borshoff and answered questions from the commissioners.

Nicholas Kappas asked why the City of Bloomington is seeking external assistance instead of using City staff. Alex Crowley stated it is due to a capacity and capability gap.

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

David Walter made a motion to approve Resolution 21-80, via roll-call vote. Cindy Kinnarney seconded the motion. David Walter, Cindy Kinnarney, Deb Hutton, and Deborah Myerson voted yes. Nicholas Kappas voted no. The motion was passed 4-1.

- B. Resolution 21-81: Approval of Addendum to Conveyance Agreement for Showers Dry Kiln in the Trades District. In 2019, the RDC approved a conveyance agreement to sell the property to Kiln Collective LLC. Alex Crowley stated due to the COVID-19 pandemic, the parties were not able to meet the timelines and dates set out in the agreement. City staff have negotiated an addendum to the conveyance agreement, which sets out new benchmarks and target dates to close on the property.

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

Cindy Kinnarney moved to approve Resolution 21-81, via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

- C. Resolution 21-82: Approval of Funding for Appraisals for Property within the Allocation Areas for the Purpose of Possible Acquisition and Redevelopment. Larry Allen said for almost all acquisitions or the sales of property, the RDC is required to obtain two independent appraisals. The average of the two appraisals is used to set the initial offer price. Staff is requesting an amount for the necessary appraisals of various parcels of property within the Consolidated TIF not to exceed \$10,000.

Larry Allen stated there is a typo on page 2. Housing and Economic Director should be replaced with Housing and Neighborhood Development Director. Allen said the resolution will need to be approved "as amended".

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

David Walter moved to approve Resolution 21-82, as amended, via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

- D. Resolution 21-83: Approval of Payment to Add Insurance Coverage for the Fourth Street Parking Garage. Larry Allen stated this resolution is to add insurance for the Fourth Street Garage to the City policy.

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

Cindy Kinnarney moved to approve Resolution 21-83, via roll-call vote. David Walter seconded the motion. The motion was unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT –Cindy Kinnarney moved to adjourn. David Walter 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 18, 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; Brent Pierce, Assistant Director, HAND.

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 5:00 p.m.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date

21-84
RESOLUTION OF THE
THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIRS

WHEREAS, the City of Bloomington Redevelopment Commission may approve additional funds for the Department of Housing and Neighborhood Development's Emergency Home Repair Grant ("Grant Project"), a program under the City's Community Development Block Grant ("CDBG"); and

WHEREAS, funding limits under the Emergency Home Repair grants are typically not to exceed \$3,500.00 for mobile homes; and

WHEREAS, bids were received for repairs to 1600 N. Willis Drive, Lot 110 ("Willis Drive Lot") and 1709 W. 8th Street, Lot 20 ("8th Street Lot"); and

WHEREAS, the repairs to the Willis Drive Lot include installation of a gas furnace with an air conditioning unit and were bid at \$6,895.00, which is an increase of \$3,395.00 over the grant amount; and

WHEREAS, the repairs for the 8th Street Lot to either repair or install a new water heater, repair a damaged subfloor, and replace new flooring the estimate is up to an amount not to exceed \$6,300, which is an increase of \$2,800 over the grant amount; and

WHEREAS, City staff is requesting additional funds from the CDBG funds totaling an amount not to exceed Six Thousand One Hundred Ninety-Five Dollars (\$6,195.00) for the repairs to both the Willis Drive Lot and 8th Street Lot;

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

1. The RDC reaffirms its support of the Grant Project, and reiterates that it serves the public's best interests.
2. The RDC hereby approves the additional funds from the Community Development Block Grant to pay for the repairs in a total additional amount not to exceed Six Thousand One Hundred Ninety-Five Dollars (\$6,195.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date



Mechanical, Inc
Heating and Cooling Specialist

5738 Main Street
PO Box 92,
Freedom, Indiana 47431
Email: batesmech@att.net

(812) 829-3156 (812)332-7000
(812) 847-3425 (812)829-1949 fax
(800) 439-5105 toll free

November 8, 2021

Housing and Neighborhood Development HAND
Attn: John Hewitt
Email Housingandneighborhooddevelopmenthand@bloomington.in.gov
Job Location: 1600 N Willis, Lot 110, Bloomington, Indiana

Complete installation of mobile home 80% gas furnace, set in new closet running gasline from meter to furnace.
Hooking furnace back to original ductwork and putting register back in kitchen area, with new thermostat.

80% gas furnace only: \$4425.00 plus tax.

80% gas furnace with 3 ton a/c unit at same time: \$6895.00 plus tax.

Thank you for the opportunity, any questions please give me a call.

Matt Blevins
Bates Mechanical, Inc.
812-360-2119

QUOTE GOOD FOR 30 DAYS. IF PAY BY CREDIT CARD ADD 3%.

**21-85
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM TO DESIGN CONSULTANT
CONTRACT FOR 1st STREET RECONSTRUCTION PROJECT**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 20-79, the RDC approved the design contract for the 1st Street Reconstruction Project (“Project”) with VS Engineering, Inc. (“Contractor”) for an amount not to exceed \$720,959.03; and
- WHEREAS, City staff and the Contractor believes it is in the best interest of the Project to execute a contract addendum to add right-of-way acquisition services, which will include property appraisals, review, and analysis, for an amount not to exceed an additional Eight Thousand Seventy Dollars (\$8,070.00) (“Addendum”); and
- WHEREAS, the Addendum, which is attached to this Resolution as Exhibit A, will bring the total amount of the agreement to an amount not to exceed \$729,029.03; and
- WHEREAS, the Board of Public Works approved the Addendum at its meeting on November 9, 2021; 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 BLOOMINGTON REDEVELOPMENT COMMISSION 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 Addendum to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed Eight Thousand Seventy Dollars (\$8,070.00) to pay for the additional services and a grand total not to exceed Seven Hundred Twenty-Nine Thousand Twenty-Nine Dollars and Three Cents, 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 December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

CONTRACT AMENDMENT #1

This Amendment is made and entered into _____, 2021 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

WITNESSETH

WHEREAS, the LPA and CONSULTANT did, November 9, 2020 enter into a Contract to provide roadway design and construction plans for the 1st Street Reconstruction Project from Maple Street to College Avenue, in the City of Bloomington, Des No. 1900399; and

WHEREAS, to keep the project schedule moving, it was agreed to complete a portion of the Land Acquisition services under the Preliminary Engineering Phase of the project. Only Appraisals, Appraisal Reviews, and Appraisal Problem Analyses will be completed. No owner contact will occur until environmental approval, and subsequent PO approval from INDOT; and

NOW, THEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. **Section IV COMPENSATION** is amended as follows:

Change the maximum amount payable to \$729,029.03

2. **APPENDIX “A” Services to be furnished by CONSULTANT** is amended as follows:

Add the following:

Land Acquisition Services

1. Appraising Services

The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website).

The CONSULTANT agrees to furnish LPA all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished.

The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original

plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The appraisal will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of LPA and/or testify on behalf of LPA, on any parcels should he/she be required to do so by LPA.

2. **Review Appraisal Services**

The CONSULTANT is required to have the review appraisal done independently form the appraisal and by a firm other than the one providing the initial appraisals.

The CONSULTANT agrees to furnish LPA all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished LPA.

The CONSULTANT agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The CONSULTANT agrees to make the Review Appraisal Report / Appraisal Problem Analysis Report of each and every parcel.

The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The CONSULTANT agrees to updating reports at the request of INDOT and/or testify in court on behalf of LPA, on any parcels should he/she be required to do so by LPA.

3. **APPENDIX "D" COMPENSATION** is amended as follows:

For Section A.1, change the total amount payable to \$729,029.03

For Section B.3, change the amount payable to \$69,720.00

For Section B.3, add the following lines into the table:

Task	Rate	Quantity	Fee
#15 - Appraisal - Waiver Valuations	\$ 680.00	6	\$ 4,080.00
#16 - Review Appraisals	\$ 410.00	6	\$ 2,460.00
#17 - Appraisal Problem Analysis	\$ 255.00	6	\$ 1,530.00

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE,
CEO / President, VS Engineering

(Print or type name and title)

Signature

Dana Palazzo
President, Board of Public Works

Signature

Beth H. Hollingsworth
Vice President, Board of Public Works

Attest:

Signature

(Print or type name and title)

Signature

Kyla Cox Deckard
Secretary, Board of Public Works

Signature

Mike Rouker,
City Attorney

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY SERVICES**

OWNER: Bloomington VS Eng
PROJECT: West 1st Street
DESCRIPTION: 6 Parcels

Task	Number of Parcels	Per Parcel Amount	Total
Appraisals			
Waiver Valuations	6	\$680.00	\$4,080.00
Value Findings	0	\$1,930.00	\$0.00
Short Forms	0	\$3,175.00	\$0.00
Short Forms Total Takes	0	\$4,530.00	\$0.00
Commercial Long Forms	0	\$11,340.00	\$0.00
Residential Long Forms	0	\$4,530.00	\$0.00
Review Appraisals	6		\$2,460.00
Appraisal Problem Analysis	6	\$255.00	\$1,530.00
Total fees (Appraising - Added to PE Contract)			\$8,070.00

parcels	review fee	total
6	\$410.00	\$2,460.00
0	\$970.00	\$0.00
0	\$1,360.00	\$0.00
0	\$5,220.00	\$0.00
0	\$2,160.00	\$0.00
		\$2,460.00

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: 1st Street Reconstruction

Project Manager: Patrick Dierkes; Andrew Cibor

Project Description: This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work may extend west as far as Patterson Drive or as far east as Walnut Street depending on detailed design. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection.

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: October 2020

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$4,935,959.03
Sources of funds:	
Consolidated TIF	\$2,030,025.00
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.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	1a. Design – VE Engineering	\$720,959.03 \$729,029.03	Oct. 2020 – Dec. 2023
	1b. Right of Way Acquisition	Estimated \$90,000	Nov. 2021 – May 2022
	1c. Construction Inspection	Estimated \$475,000	Apr. 2023 – Nov. 2023
	1d. Construction	Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023

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

Resolution History: 20-79 Design Contract for 1st Street Reconstruction
 21- 85 Addendum to Design Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

21-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR AN HVAC IMPROVEMENT FOR THE DIMENSION MILL

WHEREAS, on September 6, 2016, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing a project to renovate the Dimension Mill for use as tech office space (the “Project”) in the portion of the CTP commonly known as The Trades District in Resolution 16-55;

WHEREAS, Dimension Mill, Incorporated (“DMI”), entered into a lease agreement with the RDC to operate the Mill as a shared-office space for technology startups and entrepreneurs;

WHEREAS, the City hired VET Environmental Engineering, LLC (“VET”) to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in two of the offices in the Dimension Mill;

WHEREAS, in Resolution 21-37, the RDC approved installation of a radon mitigation system in the Dimension Mill to try to mitigate the odor;

WHEREAS, an odor continues to linger in the offices, and City staff, in conjunction with our professional consultants, believe it is necessary to make adjustments to the HVAC system to circulate and filter the air in the office more efficiently through the installation of an energy recovery ventilator system;

WHEREAS, City staff have solicited quotes and selected Harrell-Fish Incorporated (“HFI”) as the lowest and most responsive bidder to install an Energy Recovery Ventilator in the space (“Services”) for an amount not to exceed Nineteen Thousand Three Hundred and Twenty-Five Dollars (\$19,325.00);

WHEREAS, the quote is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available funds in both its revenue account (“444 Account”) and Consolidated TIF account to pay for the Services;

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

1. The RDC reaffirms its approval of the Project, and finds that the Services are the best interest of the Project and the RDC’s continued support of DMI. Further the Services would provide a public improvement to the Dimension Mill as part of its overall renovation.

2. The RDC hereby authorizes City Staff to expend an amount not to exceed Nineteen Thousand Three Hundred and Twenty-Five Dollars (\$19,325.00) for the Services from HFI from either the RDC's general services account (444-15-150000-53990) or the Consolidated TIF.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date



The Mill
642 N Madison Street
Bloomington, IN 47404

October 21, 2021

Re: Energy Recovery Ventilator – Suites 112 & 113

Harrell-Fish, Inc. proposes to furnish labor, tools, and materials to install a new Energy Recovery Ventilator and ductwork system at the facility address listed above. This ERV system will provide (4) additional air changes per hour based off the 22,440-cu ft of suites 112 & 113. The following scope applies-

Inclusions:

- Furnish and install (1) new RenewAire indoor energy recovery ventilator: Static plate, heat & humidity transfer, 1,490-CFM, 120V, variable speed ECM exhaust and fresh air intake motors, MERV-8 2” pleated filters. ERV to be mounted and suspended from ceiling in southeast corner of Suite 112.
- Furnish and install (1) new RenewAire digital display wall controller to be mounted in Suite 112.
- Furnish and install approximately (80) linear feet of 8” spiral ductwork, fittings, and diffusers to condition both Suites 112 & 113. All ductwork to be painted white to match existing ceiling color.
- Furnish and install roof penetrations, flashings, patch work, rain and weather caps for exterior ductwork.
- Furnish and install (1) new 120V electrical supply to power ERV. This circuit to be supplied off existing wall outlet circuits that supplies suites 112 and 113 per facility as built drawings.
- Furnish and install all other necessary items for installation e.g., mounting hardware, ductwork and equipment hangers, wall penetration flashings, etc.
- Start-up and verify proper operation, lift rental, labor, & sales tax

Exclusions:

- Overtime/Shift work
- Work outside of the above stated scope

Total Job Cost: \$19,325.00

(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee.

Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.)

Thank you for the opportunity to submit this proposal. Please let me know if you have any further questions.

Sincerely,

Harrell-Fish, Inc.
Linden Sasse
Account Manager
lsasse@harrell-fish.com
812-343-8151

Customer Acceptance

Date

This proposal is subject to the accompanying HFI Standard Terms and Conditions

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 www.harrell-fish.com



State Plumbing Commission No. CO89100025

An Equal Employment Opportunity Employer



HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

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State Plumbing Commission No. CO89100025



An Equal Employment Opportunity Employer

21-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF OFFERING SHEET FOR REDEVELOPMENT COMMISSION OWNED
PROPERTY LOCATED ALONG COTTAGE GROVE AVENUE**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property along the right of way on East Cottage Grove Avenue between North Orris Drive to the East and North Monroe Street to the West (“Property”); and

WHEREAS, the RDC desires to notice the Property parcels as depicted and described on the attached Exhibit A for sale to abutting landowners; and

WHEREAS, Indiana Code § 36-7-14-22.6 sets forth the process for the RDC to publicly offer the Property for sale; and

WHEREAS, each of the parcels have an assessed value under \$6,000.00, and under Indiana Code § 36-7-14-22.6(f), no appraisals are required; and

WHEREAS, the most recent appraised value of each of the parcels was \$100, and the cost of maintain the parcels exceeds the estimated fair market value, which also makes formal sale of the parcels for economic development economically unjustifiable; and

WHEREAS, the offering price for each parcel shall include all costs associated with the sale of the property, including any appraisal fees, title insurance, recording fees, and advertising costs; and

WHEREAS, Staff has prepared a Notice of Offering for the Property, which is attached to this Resolution as Exhibit B; and

WHEREAS, in order to publically offer property for sale in accordance with Indiana Code § 36-7-14-22.2, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code Chapter 5-3-1;

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

1. The RDC finds that the highest and best use of the Property is sale to the abutting landowner and that the cost of maintaining the tracts of land will equal or exceed the estimated fair market value of the property.
2. The Notice of Offering for the Property, attached to this Resolution as Exhibit B, is approved.

3. The RDC authorizes the City of Bloomington to expend an amount not to exceed \$400 from the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering.
4. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$400 under this Resolution. This expenditure must still comply with the City and the RDC's claims process.
5. The funding authorization approved by this Resolution shall terminate December 31, 2021, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

RESOLUTION 21-87

EXHIBIT A



**NOTICE OF OFFERING:
REAL ESTATE FOR SALE**

Notice is hereby given by the Bloomington Redevelopment Commission (RDC) and the Department of Housing and Neighborhood Development (HAND) that on November 29, 2021, at 1:00 p.m. local time (EST), the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana—open and consider written offers for the purchase of certain real estate parcels described in more detail below (the “Property”). The RDC is willing to entertain offers for the purchase of all or part of the Property. The offer should meet the conditions set forth below.

Property Descriptions and Information

- A. The Property for sale includes the following parcels along East Cottage Grove Avenue:
- Parcel No. 53-05-32-110-015.000-005
 - i. Legal Description: 013-63870-00 MILLEN & RICE PT (S 25') LOT 15
 - Parcel No. 53-05-32-110-006.000-005
 - i. Legal Description: 013-63860-00 MILLEN & RICE; PT (25' X 50' S. END) LOT 14
 - Parcel No. 53-05-32-110-002.000-005
 - i. Legal Description: 013-63850-00 MILLEN & RICE PT (S 25') LOT 13; & 6' X 25' VACATED ALLEY
 - Parcel No. 53-05-32-110-010.000-005
 - i. Legal Description: 013-63920-00 MILLEN & RICE PT LOT 12; (50' X 25') & 6 X 25 VAC. ALLEY
 - Parcel No. 53-05-32-110-007.000-005
 - i. Legal Description: 013-63840-00 MILLEN & RICE PT (S 25') LOT 9
 - Parcel No. 53-05-32-110-016.000-005
 - i. Legal Description: 013-63890-00 MILLEN & RICE; PT (50' X 25' S. END) LOT 7
 - Parcel No. 53-05-32-110-018.000-005
 - i. Legal Description: 013-63820-00 MILLEN & RICE PT (S 25') LOT 6
 - Parcel No. 53-05-32-110-013.000-005
 - i. Legal Description: 013-63830-00 MILLEN & RICE PT (S 25') LOT 5
- B. The Offering price for each parcel shall be the \$2,000 plus all costs associated with the sale including appraisal fees, title insurance, recording fees, and advertising costs.
- C. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
- D. An offer to purchase the property submitted by a trust, as defined in Indiana Code § 30-4-1-1(a), must identify each beneficiary of the trust and settlor empowered to revoke or modify the trust.

All offers must be submitted **no later than 1:00 p.m. EST on November 29, 2021.** Please send your offer by email to Larry Allen at allenl@bloomington.in.gov. Proposals submitted or received after that date may not be considered.

This notice is given pursuant to Indiana Code § 36-7-14-22.6(e) and Indiana Code § 5-3-1-2.

Dated November 18, 2021

BLOOMINGTON REDEVELOPMENT COMMISSION