

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
March 7, 2022
5:00 p.m.

The public may access the meeting at the following link:

<https://bloomington.zoom.us/j/83186694850?pwd=K1ZiNHR5Qy8reERuT0N0WTh3RmRxQT09>
Meeting ID: 831 8669 4850 - Passcode: 795007

- I. ROLL CALL**
- II. READING OF THE MINUTES** – February 21, 2022 and Executive Summary for February 21, 2022
- III. EXAMINATION OF CLAIMS** –February 18, 2022 for \$363,999.52
- IV. EXAMINATION OF PAYROLL REGISTERS**–February 25, 2022 for \$34,420.85
- 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 22-12: Approval to Increase the Funding Amount for the Owner Occupied Rehabilitation at 1911 East Hunter Avenue
 - B.** Resolution 22-13: Agreement for Sustainability Consultant for the Legacy IU Health Hospital Site
 - C.** Resolution 22-14: Right of Entry to the Combine for Access to Trades District Lots
- 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, February 21, 2022, at 5:00 p.m. via ZOOM with Cindy Kinnarney, President Presiding
<https://catstv.net/m.php?q=10841>***

I. ROLL CALL

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

Commissioners Absent: Martha Street, MCCSC Representative

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

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development; Jeff Underwood, City Controller; Dave Askins, B Square Bulletin; Deb Kunce, JS Held; Justin Kohl, Andrew Cibor, Director, City Engineering Department; Neil Kopper, Sr. Project Engineer; City Engineering Department; Patrick Dierkes, Project Engineer, City Engineering Department

II. READING OF THE MINUTES – Deb Hutton moved to approve the February 7, 2022 minutes and the executive summary for February 7, 2022, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – David Walter moved to approve the claim register for February 4, 2022, for \$309,203.34, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deb Hutton moved to approve the payroll register for February 11, 2022, for \$34,420.85, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. John Zody stated that the Community Development Block Grant (CDBG) allocation recommendations that the RDC approved, are going to be on the City Council agenda on March 2.

Zody wanted to inform the commission and the public of a possible revolving loan fund application for the Indiana Landmarks for the preservation costs regarding the Kohr building. The RDC and staff would need to work on the application if it goes forward

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

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

D. Business Development Updates: Alex Crowley stated we are close to locking down an agreement for the Trades District Technology Center and hope to have the agreement at the next RDC meeting.

A. NEW BUSINESS

A. RDC Representative for the Neighborhood Improvement Grant Council.

David Walter nominated Deborah Myerson to serve as the RDC representative for the Neighborhood Improvement Grant Council, via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

- B. Resolution 22-10: Amended Project Review and Approval Form for Development of the IU Health Bloomington Legacy Hospital Site. Deb Kunce, Project Manager, JS Held gave a brief presentation to update the commission on the development of the Legacy Hospital site in what will become the new Hopewell neighborhood. Kunce, along with staff, answered questions from the commissioners.

Cindy Kinnarney asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 22-10, via roll-call vote. Deb Hutton seconded the motion. The motion was unanimously approved.

- C. Resolution 22-11: Approval of Construction Inspection and Tree Removal Agreement Funding for Improvements along 17th Street between Monroe Street and Grant Street. Neil Kopper said City staff received bids and selected VS Engineering, Inc. to perform construction inspection services for an amount not to exceed \$364,900.00. The Inspection Agreement was approved by the Board of Public Works on December 21, 2021.

Kopper said it is necessary to perform tree removal for the contract prior to performing utility relocation and construction. City staff received bids and selected Monroe LLC for the tree removal services. An agreement was negotiated with Monroe LLC for an amount not to exceed \$22,500.00. The tree removal agreement was approved by the Board of Public Works at its meeting on February 15, 2002.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-11, via roll-call vote. Deborah Myerson seconded the motion. The motion was unanimously approved.

VI. BUSINESS/GENERAL DISCUSSION

VII. ADJOURNMENT

David Walter moved to adjourn. The meeting adjourned.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, February 21, 2022, at 4:30 p.m. via ZOOM.

Commissioners Present: Deb Hutton, Cindy Kinnarney, Deborah Meyerson, and David Walter.

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Jeffrey Underwood, Controller/Treasurer

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; and Alex Crowley, Director, Economic and Sustainability.

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 4:55 p.m.

Cindy Kinnarney, President

Deborah Hutton, Secretary

Date

22-12
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL TO INCREASE THE FUNDING AMOUNT FOR THE OWNER-OCCUPIED
REHABILITATION AT 1911 E. HUNTER AVE.**

- WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) is a participant in the U.S. Housing and Urban Development’s HOME Investment Partnerships Program (HOME), which provides funding to the city for a variety of subprogram, including the City’s Owner-Occupied Rehabilitation (OOR) program; and
- WHEREAS, the Redevelopment Commission approved program guidelines for the OOR program (“Guidelines”); and
- WHEREAS, any funding that may exceed \$38,500 must be approved by the RDC under the Guidelines; and
- WHEREAS, pursuant to the Guidelines, HAND entered into a funding agreement on November 17, 2021, with the property owner at 1911 East Hunter Avenue (“Property”) that provided \$37,000 in HOME funds under the OOR program; and
- WHEREAS, HAND bid out electrical upgrades for the Property and approved a change order for the upgrades in order to comply with the requirements of the Monroe County Building Department, which depleted the majority of the contingency fund; and
- WHEREAS, an additional foundation repair to the Property requires a new footing to meet the requirements of the Indiana Residential Code and adequately support the house at a cost of \$2,487.27, which would put the total costs of the project over the \$38,500 threshold; and
- WHEREAS, staff may encounter additional unforeseen expenses to complete this project for the Property; and
- WHEREAS, additional funds not to exceed \$5,000 are needed to complete this work in accordance with the Guidelines; and
- WHEREAS, there are currently HOME funds available to fund the additional \$5,000 request.

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

The RDC approves an additional \$5,000 in funding for this project, which shall not exceed a total of \$42,000.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Vice President

Date

**22-13
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**AGREEMENT FOR SUSTAINABILITY CONSULTANT FOR
THE LEGACY IU HEALTH HOSPITAL SITE (HOPEWELL)**

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, as part of the Project, the City and the RDC desire to incorporate sustainability standards for any future development;

WHEREAS, City staff have determined that Guidon LLC (“Guidon”) is the best choice for the sustainability consultant; and

WHEREAS, Staff have negotiated an agreement for Guidon to provide the professional consultant services for sustainability (“Services”) in amount not to exceed Twelve Thousand Four Hundred Eighty-Two Dollars (\$12,482.00), a copy of which is attached to this Agreement as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the cost of the Services; and

WHEREAS, a copy of the Amended Form 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 and reiterates that it serves the public’s best interests.
2. The RDC approves the agreement with Guidon attached to this Agreement as Exhibit A.
3. The RDC finds that the above described expenditure is an appropriate use of the TIF.
4. The RDC hereby approves the payment for an amount not to exceed Twelve Thousand Four Hundred Eighty-Two Dollars (\$12,482.00) to pay for the Services in accordance with the terms of the Agreement, the payment of which shall be taken from the Consolidated TIF in accordance with the normal procedures of the RDC’s claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT
AND
GUIDON DESIGN INC.**

This Agreement, entered into on this ____ day of March, 2022, by and between the City of Bloomington Economic & Sustainable Development Department (the “Department”), and Guidon Design Inc. (“Consultant”), WITNESSETH:

WHEREAS, the City of Bloomington Redevelopment Commission entered into an agreement to purchase real estate that was the former site of the IU Health Bloomington Hospital (“Project Site”); and

WHEREAS, redevelopment planning has begun for the site, and the Department in conjunction with the RDC have committed to incorporate sustainability requirements into their transactions with the developers related to the Project Site; and

WHEREAS, Consultant is willing to prepare and host a sustainability alignment workshop to educate the Project Site planning team on best practices, evaluate options going forward, and build a foundation of common goals; and

WHEREAS, Consultant will evaluate potential sustainability goals and analyze the financial impacts on the City of Bloomington and developers based on adoptions of specific sustainability strategies; and

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

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

Article 1. Scope of Services

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

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before April 29, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Assistant Director for Sustainability Lauren Clemens as the Department's Project Manager. Consultant agrees that any information or documents, including grant applications, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to the Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay the Consultant for all fees and expenses in an amount not to exceed twelve thousand four hundred and eighty two dollars (**\$12,482.00**). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to the Consultant within forty-five (45) days of receipt of the invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Lauren Clemens
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 Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through

failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before **December 31, 2022**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 the Consultant'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 the Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

The Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of the Consultant. The Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by the Consultant. The Consultant shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost: All opinions of probable cost provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, City cannot and does not warrant or represent that the proposals or construction bids received will not vary from any cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant 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 Consultant will be at the City's sole risk and without liability or legal exposure to Consultant.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by the Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 13. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant 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. Consultant shall provide evidence of each insurance policy 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 Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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 15. Conflict of Interest

Consultant 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. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment

Neither the Department nor the Consultant 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 19. Third Party Rights

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

Article 20. 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 21. Non-Discrimination

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

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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 22. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant 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.

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

terminates the contract, the Consultant or subcontractor is liable to the Department for actual damages.

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

Article 24. Notices

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

Department:

City of Bloomington
Attn: Lauren Clemens
401 N. Morton, Suite 150
Bloomington, Indiana 47402

Consultant:

Guidon Design Inc.
Attn: Tim King
1221 N Pennsylvania St
Indianapolis, IN 46202

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

Article 25. Intent to be Bound

The Department and Consultant 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 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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.

Article 27. Time is of the Essence: Time is of the essence of this agreement and each of its terms.

Article 28. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

GUIDON DESIGN INC.

Beth Cate, City Attorney

Tim King, Vice President

Alex Crowley, Director
Department of Economic and Sustainable
Development

EXHIBIT A

Scope of Work

January 12, 2022

Lauren Clemens
Assistant Director of Sustainability,
Economic and Sustainable Development Department
City of Bloomington

RE: Proposal for City of Bloomington - Hospital Redevelopment Sustainability

Dear Lauren,

Guidon is delighted for this opportunity to provide the City of Bloomington (City) with Sustainability Consulting services for the Bloomington Hospital Site Redevelopment project. We are ecstatic to play a role in bringing the transformative vision of the Master Plan to life.

A. PROJECT UNDERSTANDING

The City of Bloomington has entered into a purchase agreement with IU Health for the former IU Health Hospital site. This site consists of 24 acres, some of which will be demolished and remediated prior to the City's acquisition. The City will then rezone and parcel out the land to sell to various developers to build out the site as a community offering mixed-use facilities.

The City would like to incorporate sustainability requirements into their transaction with the developers. The first step in doing this successfully is gathering input from all pertinent City departments and aligning stakeholders around the sustainability goals. Guidon will engage with these stakeholders by hosting a Sustainability Alignment Workshop, which will act as a basis for further developing goals and strategies to incorporate sustainability into the Redevelopment.

B. SCOPE OF BASIC SERVICES:

Guidon will prepare and host a Sustainability Alignment Workshop, with the input of the City. This will serve as an opportunity to educate the departments on best practices using case studies, evaluate options going forward, and build a foundation of common goals. Guidon's engagement at this stage solely includes the activities surrounding the Sustainability Alignment Workshop. Guidon's engagement on this Workshop can be broken into three phases:

1. Mobilization

- Guidon will participate in one kick-off meeting with the City
- Guidon will research similar transactions with sustainability requirements
- Guidon will research fiscal impact of sustainability requirements
- Best practices and unsuccessful strategies will be identified through evaluation of similar case studies
- Guidon will participate in one meeting with the City to review presentation content and Workshop goals

2. Sustainability Alignment Workshop

- Guidon will prepare presentation and outline of Workshop activities
- Guidon's team will host the Workshop either in person (in Bloomington) or virtually, depending on the City's preference and public health concern at the time of hosting
- This Workshop will span two hours and will include all pertinent City Departments
- Guidon will provide a memo of the outcomes of the Workshop

3. Initial Engagement

- Guidon will provide a report that outlines recommendations for next steps
- Guidon will participate in a meeting with the City and their legal team to discuss approaches to incorporating sustainability into the requirements
- Guidon will participate in a final meeting with the City to review the Workshop and outcomes, and to provide guidance on next steps

C. CLARIFICATIONS, ASSUMPTIONS, AND CLIENT PROVIDED ITEMS: For the purpose of this proposal, Guidon has assumed the following:

1. While Guidon will work to create an engaging and educational Workshop, the outcomes of the Workshop are reliant on the participation and input of the attendees.
2. It is our understanding that the Workshop attendees have a baseline goal of incorporating sustainability requirements into the Redevelopment project.
3. The City of Bloomington will provide Guidon with any materials they have developed thus far regarding sustainability goals for the Redevelopment, with the exception of anything deemed confidential.

D. ADDITIONAL SERVICES: Guidon is available to provide assistance for a supplemental fee if these services are deemed necessary during or after the Workshop engagement process. Each scope and fee adjustment requires a specific additional written proposal or contract change with verification of the actual fee.

1. If requested, Guidon can participate in any additional meetings than outlined previously.
2. Guidon is able to perform site visits if deemed necessary, for an agreed upon additional fee plus reimbursables.
3. After the activities outlined in this scope are completed, Guidon is able to continue to provide Sustainability Consulting services to the City of Bloomington. This could include, but is not limited to, the following services:
 - Development of a document outlining specific sustainability requirements and metrics
 - Advisory guidance to the City as they develop agreements with developers, to ensure sustainability requirements will be integrated successfully into contracts
 - Act as an Owner's Representative to the City by working with the developers to ensure sustainability requirements are met

E. COMPENSATION: Compensation for the consulting services described in our scope of services is outlined below. We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

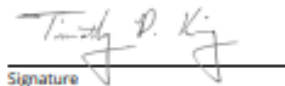
MOBILIZATION	\$5,380
SUSTAINABILITY ALIGNMENT WORKSHOP	\$4,710
INITIAL ENGAGEMENT	\$2,392
TOTAL	\$12,482

F. REIMBURSABLE EXPENSES: The following expenses are not included in the fee for basic services and will be invoiced to the client at 1.1 times their actual cost:

1. Travel expenses including meals, mileage, and overnight accommodations for meetings, site visits and other travel more than the amount defined in basic services. Mileage will be invoiced at the federal standard rate per mile at the time of the occurrence during the project.

Thank you again for your confidence in our abilities at Guidon and we look forward to working with you on this project. Upon receipt of this signed proposal, we will commence work with an understanding that a contract will be sent and executed to serve as our agreement for the scope of services outlined in the attached document. If you have any questions regarding this proposal, please do not hesitate to contact me at 317.800.6388 Ext. 105.

Sincerely
Guidon LLC


Signature

Tim King, PE, LEED AP
Vice President
tking@guidondesign.com

Tim King
Name

Vice President
Title



EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Guidon Design Inc.

By: _____

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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

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 (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

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:	\$27,905,934.00
Sources of funds:	

Consolidated TIF	\$25,000,000.00
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	Consulting	\$638,910	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$39,410	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$15,000 \$12,482	2022
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	6a. Design – VS Engineering	\$729,029.03	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Phase 1 East	\$16,835,506	June 2021 – Dec. 2023
	7a. Design – Shrewsberry & Associates, LLC	\$1,048,880	2021-2022
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$2,391,291	2022-2023
	7d. Construction Engineering	\$1,778,000	2022-2023
	7e. Construction	\$10,726,242	2022-2023
	7f. Utility Costs	\$250,000	2022-2023

8.	Kohr Admin Redev.	TBD	TBD
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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
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement - Guidon**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**RESOLUTION 22-14
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA**

RIGHT OF ENTRY TO THE COMBINE FOR ACCESS TO TRADES DISTRICT LOTS

WHEREAS, the Redevelopment Commission of the City of Bloomington owns property at within the Trades District platted as Lots 2 and 3, which is south of West 11th Street, east of Rogers Street, north of 10th Street, and west of Madison Street, recorded as Instrument 2019002507 in the Office of the Monroe County Recorder (the “RDC Property”); and

WHEREAS, the RDC Property is vacant and covered in grass and adjacent to the Trades District common areas; and

WHEREAS, Humanetrix Foundation, Inc. a nonprofit organization d.b.a. The Combine (“Combine”) would like to use the Property for a special event including a drone show (“Activities”); and

WHEREAS, The Combine requires a grant of right of entry and release of liability to enter and perform the Activities upon the RDC Property; and

WHEREAS, The Combine has also applied for a special event permit from the Bloomington Board of Public Works, which will hear the application at its meeting on March 15, 2022; and

WHEREAS, the Parties wish to enter into the Right of Entry and Release attached to this Resolution as Exhibit A, whereby the RDC will allow The Combine to conduct the Activities on the RDC Property, and such Right of Entry shall exist until April 9, 2022.

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

1. The Right of Entry Agreement in Exhibit A is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of real property located within the Trades District between 11th Street, 10th Street, Rogers Street, and Madison Street in Bloomington, Indiana and platted in Trades District Amendment 1 Final Plat, which recorded as Instrument No. 2019002507 in the Office of the Monroe County Recorder (hereinafter “the Property”); and

WHEREAS, the Property is currently a vacant lot covered in grass; and

WHEREAS, Humanetrix Foundation, Inc. d.b.a. The Combine (“The Combine”) would like to use the Property for a special event that will include a drone show (“Activities”); and

WHEREAS, the Activities would take place on April 8, 2022; and

WHEREAS, due to the inherent nature of the Property and activities involved, the Activities carry a risk of physical injuries to participants and the Property;

NOW, THEREFORE, the parties agree as follows:

1. Owner grants The Combine, its employees, and its volunteers a right of entry onto the Property for the Activities, as previously described.
2. The Combine agrees to identify an experience contractor to execute and operate the drone show and any other activity held in conjunction with the Combine’s use of the Property. The Combine shall be responsible for obtaining any necessary permits or permissions for its use of the Property. The Combine shall also be responsible for adhering to any and all federal, state, and local laws, regulations, and rules related to its Activities.
3. The Combine may conduct its Activities on the Property on April 8, 2022.
4. The Combine agrees to indemnify, release, and hold harmless the Owner from any and all claims, damages, losses, liabilities, expenses, or injuries arising directly or indirectly from The Combine’s Activities on the Property, including but not limited to personal injury to its employees, volunteers, spectators, visitors, or any other individual harmed by the Activities, including property damage.
5. The Combine and its subcontractor agrees to hold all appropriate insurance policies that may be beneficial for the Activities, including General Liability Insurance, with a minimum combined single coverage limit of \$1,000,000 for each occurrence. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City, the Bloomington Redevelopment Commission, and the officers, employees and agents of each shall be named as additional insureds under the liability 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.
6. This Agreement may be extended by mutual agreement of the parties in writing.
7. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court shall retain original jurisdiction and preferred venue to resolve any dispute arising from the interpretation or enforcement of this Agreement.

8. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

BLOOMINGTON
REDEVELOPMENT COMMISSION

HUMANETRIX FOUNDATION, INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

