

AGENDA
BLOOMINGTON REDEVELOPMENT COMMISSION
August 15, 2022, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street, Room 135
McCloskey Conference Room

Join Zoom Meeting:

<https://bloomington.zoom.us/j/81859547155?pwd=cFhEQzZVQmZSZlRDM09zL0d4em1oZz09>

Meeting ID: 818 5954 7155

Passcode: 695174

- I. ROLL CALL**
- II. READING OF THE MINUTES** – August 1, 2022
- III. EXAMINATION OF CLAIMS** –August 5, 2022 for \$348,141.77
- IV. EXAMINATION OF PAYROLL REGISTERS** –July 29, 2022 for \$34,420.85
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 22-54: Amendment to Conveyance Agreement for Showers Kiln
 - B. Resolution 22-55: Access and License Agreement with Centerstone of Indiana
 - C. Resolution 22-56: Agreement with BCA Environmental for Phase 1 Analysis
 - D. Resolution 22-57: Agreement with Tabor/Bruce for Due Diligence Investigation
 - E. Resolution 22-58: Agreement with Springpoint Architects for Public Safety Evaluation
- 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, August 1, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC Secretary Deborah Myerson presiding:
<https://catstv.net/m.php?q=11435>***

I. ROLL CALL

Commissioners Present: Sarah Bauerle Danzman; Deb Hutton; Deborah Myerson; and Martha Street, MCCSC Representative

Commissioners Absent: Randy Cassady, Cindy Kinnarney

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; and John Hewett, HAND

Others Present: Alex Crowley, Director Economic and Sustainable Development; Jeff Underwood, City Controller; Larry Allen, Assistant City Attorney; Patrick Dierkes, Project Engineer, Engineering Department; Dave Askins, B Square Bulletin; Jen Pearl, BEDC; Holden Abshier; and Sam Dove.

II. READING OF THE MINUTES - Deb Hutton moved to approve the July 18, 2022 minutes. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Sarah Bauerle Danzman moved to approve the claim register for July 22, 2022, for \$268,189.93. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deb Hutton moved to approve the payroll register for July 15, 2022, for \$34,420.88. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. John Zody updated the Commission that HAND staff will meet on August 16 to discuss the home improvement and rehabilitation programs. Staff anticipates making recommendations to the Commission for updating the maximum funding amounts, which have not been changed for several years.

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 reported that staff are reengaging with the Kiln Collective regarding the purchase of the Showers Kiln; that potential tenants for the Trades Garage office space are making some final decisions; and that City Staff received a few responses from the Hopewell RFQ for commercial real estate brokers.

VI. NEW BUSINESS

A. Resolution 22-51: Approval of Funding Increase for Owner Occupied Rehabilitation at 347 S. Maple Street. John Zody presented with John Hewett. The current guidelines cap expenditures for this program at \$38,500. Staff is seeking an increase to a total of \$54,095 for this project. Hewett noted that the City only received one completed bid for the project—despite soliciting more. The increased costs are a reflection of recent inflation trends and the significant repairs that need to be performed to the foundation, the porch decking and rafters, and painting exterior wood siding at the house.

Commissioners discussed the process for bidding these projects out, how to entice more bidders, and the cost increases. Hewett explained the issues surrounding bids for these particular types of projects. Hewett also described the process for comparing the costs to the bids with software that staff uses to verify that the quoted costs are comparable to similar projects. Commissioners and staff agreed that it might be useful to revisit the capped expenditures.

Deborah Myerson asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-51, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

B. Resolution 22-52: Approval of Construction Inspection Contract for B-Line Trail Project. Patrick Dierkes stated that this project extends the B-Line Trail west of Adams along Fountain and then Crescent. State funding requires a construction inspection agreement, and Crossroad Engineers, PC was the highest ranked firm. The Agreement calls for Crossroad Engineers to provide the construction inspection services for an amount not to exceed \$257,410.00. This Agreement was approved by the Board of Public Works on July 19, 2022.

Deborah Myerson asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-52, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

C. Resolution 22-53: Fourth Addendum to Design Contract for B-Line Trail Project. Patrick Dierkes stated that this is the same project as the previous resolution. This is the fourth addendum to this design contract, which adds design services for an extension of a sanitary sewer main and services to correct a property-line discrepancy. This addendum would add \$7,647.00 to the overall contract for a total not to exceed amount of \$891,346.00.

Patrick Dierkes answered Commissioners questions. Larry Allen noted that there were typographical errors in the resolution and recommended that the Commissioners pass an amended resolution with those errors corrected

Deborah Myerson asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-53 as amended to correct typographical errors, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimous.

VII. BUSINESS/GENERAL DISCUSSION – Commissioners recognized Jen Pearl, President of the Bloomington Economic Development Corporation for general discussion. Jen Pearl invited the Commissioners and members of the public to participate in a survey for the Economic Vitality Project, which is a project of the BEDC. The project is convening individuals across the community to identify economic development challenges, efforts to address those challenges, and filling in the gaps between current efforts and the challenges that remain. The survey for the project can be found at <http://www.bloomingtonedc.com/evp>.

VIII. ADJOURNMENT – Deb Hutton moved to adjourn. Sarah Bauerle Danzman seconded the motion. The meeting adjourned at 5:43 p.m.

Deborah Myerson, Secretary

Deb Hutton, Member

Date: _____

22-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**TO APPROVE AMENDMENT 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”) and a first amendment in Resolution 21-62, both of which are attached to this Resolution as Exhibit B; and
- WHEREAS, the project was put on hold due to challenges presented by the COVID-19 pandemic, but throughout the pandemic, the parties were in communication and the Kiln Collective is ready to move forward with a modified plan for the Property; and
- WHEREAS, City staff have negotiated a second Amendment to the Conveyance Agreement with 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 Amendment to the Agreement attached to this Resolution as Exhibit A.
3. The RDC authorizes President Cindy Kinnarney to sign the Amendment to the Agreement. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, 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 September 9, 2022, if it has not already done so.
 - Purchaser shall notify the RDC of Permitted Exceptions no later than October 14, 2022.
 - If necessary, the RDC may cure any exceptions no later than October 28, 2022.
- **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 October 14, 2022.
 - The RDC shall have until November 4, 2022, to cure any objections.
- **D. Condition of Real Estate.** The Purchaser shall have until November 4, 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.** Purchase shall obtain any and all necessary government approvals pursuant to the terms of the agreement no later than February 10, 2023.
- **F. Financing.** Purchaser shall have until no later than February 10, 2023, to secure financing.
- **G. Environmental.** If the RDC has not already done so, it shall deliver to Purchaser any environmental reports or surveys in its possession by no later than September 9, 2022.

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

[Signature page follows]

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

Don Weiler

Signature

Printed Name, Title

Don Weiler

Printed Name, Title

Date

8/10/2022

Date

Redevelopment Commission

Resolution 22-54

EXHIBIT B

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

Nicholas Kappas
Nicholas Kappas, President

Date

KILN COLLECTIVE, LLC

Don Weiler
Signature

Don Weiler, Member
Printed Name, Title

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 36-1-11-3, 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.

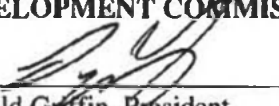
14. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the individual Purchasers to an LLC created by the individual Purchasers as outlined in the introductory 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.

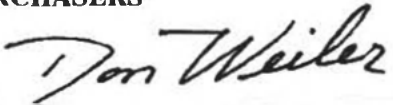
IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

By: 
Donald Griffin, President

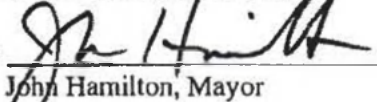
Date: 12/31/2019

PURCHASERS

By: 
Don Weiler, Partner

Date: 12/30/2019

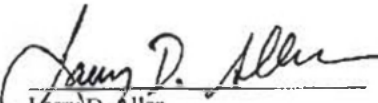
CITY OF BLOOMINGTON

By: 
John Hamilton, Mayor

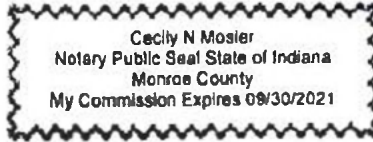
Date: 12/31/2019

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

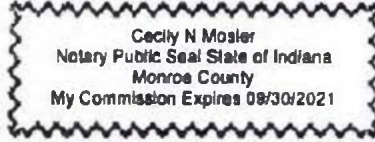
Cecily N. Mosier
Printed Name of Notary Public

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. Mosler
Notary Public's Signature

Cecily N. Mosler
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: _____

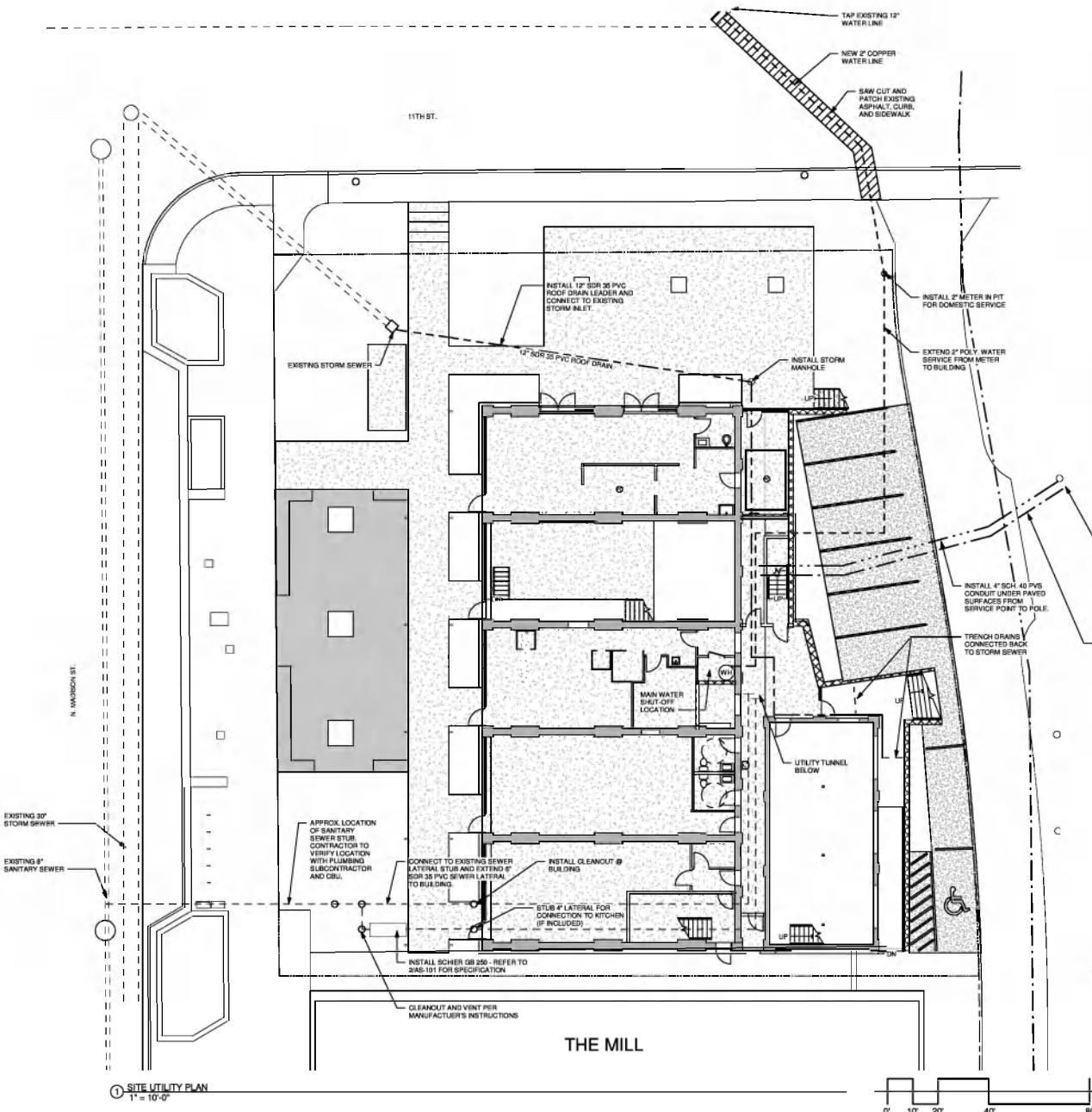
EXHIBIT A
Trades District Covenants, Conditions, and Restrictions

[Intentionally Left Blank]

EXHIBIT B
Access Easement

[Intentionally Left Blank]





SPECIFICATIONS

1. All work shall be in accordance with the latest edition of the International Plumbing Code (IPC) and the International Mechanical Code (IMC).
2. All materials and workmanship shall be in accordance with the specifications herein.
3. All work shall be completed within the time frame specified in the contract.
4. The contractor shall be responsible for obtaining all necessary permits and licenses.
5. The contractor shall be responsible for protecting all existing utilities and structures.
6. The contractor shall be responsible for maintaining access to all adjacent properties.
7. The contractor shall be responsible for cleaning up all work areas.
8. The contractor shall be responsible for providing all necessary safety equipment and personnel.
9. The contractor shall be responsible for providing all necessary labor and materials.
10. The contractor shall be responsible for providing all necessary supervision and coordination.

DEPENDENCY TECHNOLOGY

PERFORMANCE SPECIFICATION GUIDE

SCHIER CB-250

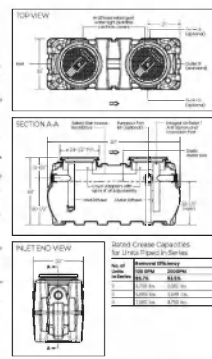
GREASE TRAP SPECIFICATION

INSTALL 4" SCH 40 PVS CONDUIT UNDER PAVED SURFACES FROM SERVICE POINT TO POLE.

TRENCH DRAIN CONNECTED BACK TO STORM SEWER.

RUN INTERNET CONNECTION INTO BUILDING FROM NEAREST SERVICE POINT.

GAS LINE CONNECTION INTO BUILDING.

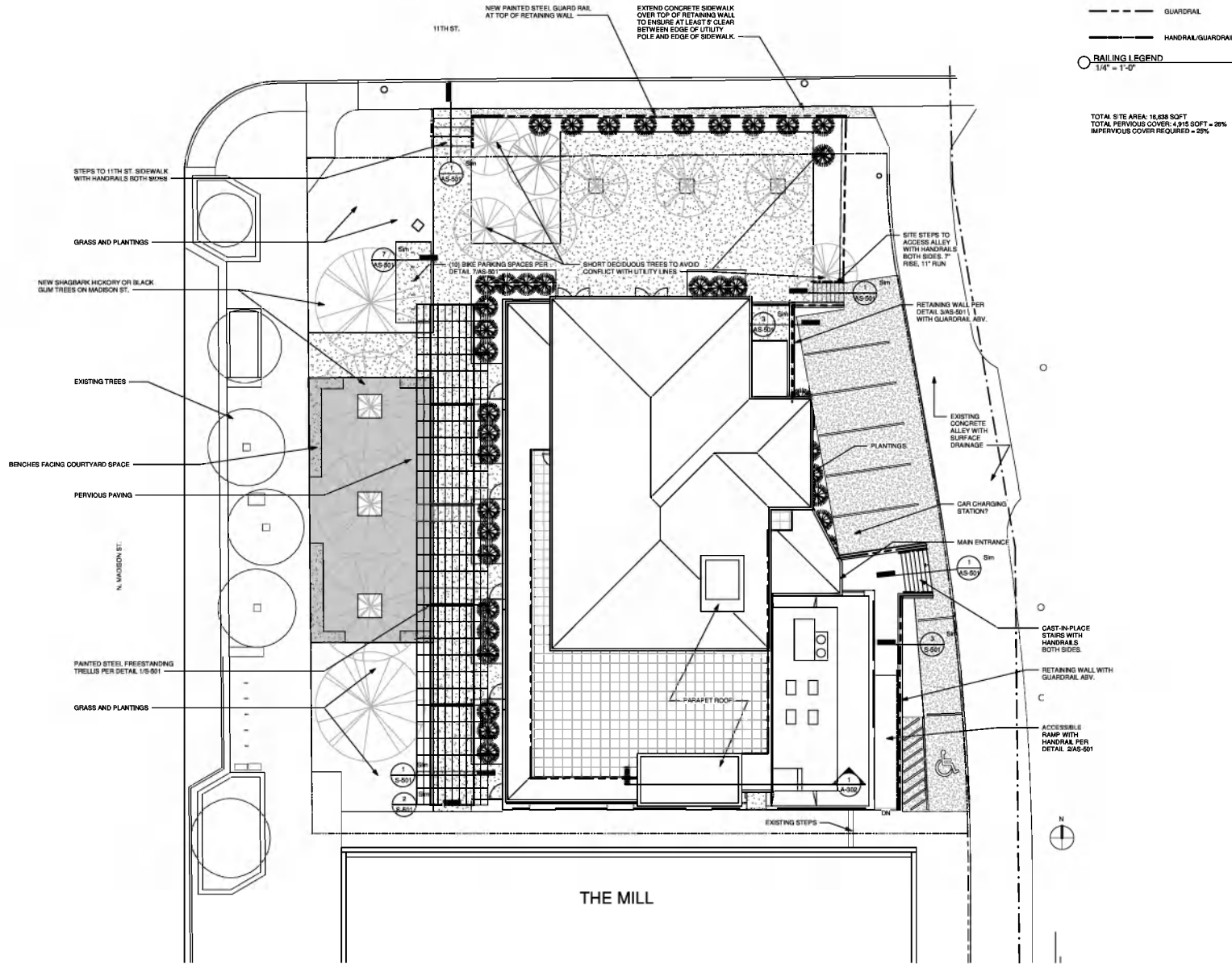


ITEM	DESCRIPTION	QUANTITY	UNIT
1	Grease Trap	1	EA
2	4" SCH 40 PVS Conduit	100	FT
3	Trench Drain	1	EA

1 GREASE TRAP SPECIFICATION

1 SITE UTILITY PLAN
1" = 10'-0"

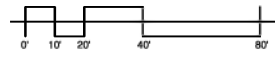
DRAWINGS ARE FOR DESIGN DEVELOPMENT REVIEW AND PRELIMINARY ESTIMATING PURPOSES ONLY AND SHALL NOT BE USED FOR BIDDING, PERMITTING, OR CONSTRUCTION.



--- HANDRAIL
 --- GUARDRAIL
 --- HANDRAIL/GUARDRAIL
 ○ RAILING LEGEND
 1/4" = 1'-0"

TOTAL SITE AREA: 16,288 SQFT
 TOTAL PERVIOUS COVER: 4,915 SQFT = 28%
 IMPERVIOUS COVER REQUIRED = 28%

ARCHITECTURAL SITE PLAN
 1" = 10'-0"



DRAWINGS ARE FOR DESIGN DEVELOPMENT REVIEW
 AND PRELIMINARY ESTIMATING PURPOSES ONLY AND
 SHALL NOT BE USED FOR BIDDING, PERMITTING, OR
 CONSTRUCTION.

brownsmith
 STUDIOS
 architecture • design • build
 2055 W INDUSTRIAL PK DR.
 BLOOMINGTON, IN 47404
 lucas@brownsmithstudios.com
 812-951-8557
BAILEY
WEILER
 DESIGN • BUILD
 700 N ROGERS ST.
 BLOOMINGTON, IN 47404
 P 812-330-1169
 F 812-904-7561
 craig@bailey-weiler.com

ALL INFORMATION CONTAINED IN THIS DOCUMENT
 IS CONFIDENTIAL TO THE CLIENT AND THE
 PROPRIETARY INTELLECTUAL PROPERTY OF
 BROWN SMITH STUDIOS AND BAILEY WEILER
 DESIGN BUILD. IT IS TO BE USED ONLY FOR THE
 PROJECT AND SITE SPECIFICALLY IDENTIFIED
 HEREIN. UNAUTHORIZED USE OR DISSEMINATION IS
 STRICTLY PROHIBITED. © 2022 BROWN SMITH STUDIOS
 AND BAILEY WEILER DESIGN BUILD.

THE KILN
 TRADES DISTRICT
 BLOOMINGTON, IN

CERTIFICATION

REVISIONS

ARCHITECTURAL SITE PLAN

SHEET NUMBER

AS-102

10-16-20
 PRINT 24" X 36" FULL SIZE OR 12X18 HALF SIZE

22-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

**ACCESS AND LICENSE AGREEMENT WITH CENTERSTONE OF INDIANA, INC. FOR
HOPEWELL INFRASTRUCTURE IMPROVEMENTS**

- 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 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase 1 East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, in order to complete the Project the RDC contractors require entry onto and across property owned by Centerstone of Indiana, Inc. (“Property”) to create new streets, reconfigure Centerstone’s parking area, and perform other related activities (“Activities”); and
- WHEREAS, the RDC and Centerstone of Indiana wish to enter into a Temporary Access and License Agreement for the Activities, which is attached to this Resolution as Exhibit A, whereby Centerstone will allow the RDC to conduct the Activities on the Property.

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 Temporary Access and License Agreement attached to this Resolution as Exhibit A is approved.
3. Cindy Kinnarney is authorized to sign the Temporary Access and License Agreement on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

TEMPORARY ACCESS AND LICENSE AGREEMENT

This Temporary Access and License Agreement (this “**Agreement**”) is entered into and effective as of the ____ day of August, 2022 (the “**Effective Date**”), by and between **CENTERSTONE OF INDIANA, INC.**, an Indiana nonprofit corporation (“**Licensor**”), and **THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION** (“**Licensee**”).

RECITALS

A. Licensor is the owner of tracts of land in the City of Bloomington, Monroe County, Indiana located at 400 W 1st Street (the “**Licensor Parcels**”) and real property with included improvements located at 416 W. 1st Street (“**Licensor House**”).

B. Licensor is willing to allow Licensee to access the Licensor Parcels and Licensor House in the area generally shown on Exhibit A attached hereto and incorporated herein by reference (the “**License Area**”).

AGREEMENT

In consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

1. **Limited Access.** Licensor grants to Licensee a limited, non-exclusive license to enter upon the License Area solely for purposes of improving the adjacent parking area, having the RDC-owned property integrated into the parking lot it owns adjacent to its building, and demolishing the structure at the RDC’s expense located at 416 W. 1st Street, Bloomington, Indiana 47403-2404 (Parcel No. 53-08-05-100-034.000-009), all of which shall be conducted pursuant to the plans that are attached to this Agreement as Exhibit B (collectively, the “**Activities**”), at Licensee’s sole risk and expense. Licensee shall give written notice at least five (5) business days prior to commencing Activities.

Licensor shall maintain access to the License Area at all times, but will not have access to all of the parking spaces during the Activities. Licensee shall have its project coordinator communicate with Licensor regarding schedule of which areas of the License Area will not be available during the Activities.

2. **Term.** The term of this Agreement shall commence on the Effective Date and expire on August 1, 2024 (the “**Term**”). Prior to the expiration of the Term, Licensee must remove all equipment, debris, trash, and any other property placed by Licensee, or its respective agents or contractors, on the License Area.

3. **Fees, Costs and Maintenance.** Licensee shall not be required to pay rent or any other fees in connection with its use of the License Area for the Term. Licensee agrees to repair or cause to be repaired any and all damage incurred by the undersigned’s land, fences, sidewalks, building, and other property, as a result of the Activities. Licensor shall remain responsible for (a) the maintenance, repair and replacement of any and all improvements outside of those on the License Area other than such maintenance, repair and replacement caused by the Activities or by the Licensee’s or its contractors’ gross negligence or willful

misconduct, (b) any and all utility costs applicable to the License Area, (c) insuring the License Area, and (d) all other responsibilities, obligations, costs and expenses associated with the ownership of real property that are outside of the scope of the Activities.

4. **Permits.** Licensee shall be solely responsible for obtaining all necessary permits from governmental bodies having jurisdiction over the Activities and for ensuring that the Activities will be performed in accordance with all applicable federal, state, and local laws.

5. **Liens.** Licensee shall keep the License Area free and clear of all liens arising out of Licensee's activities on the License Area.

6. **WAIVER OF LIABILITY; INDEMNITY. THE PARTIES SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OTHER, AND THEIR RESPECTIVE OFFICERS, AND DIRECTORS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, SUITS, OR DEMANDS OF ANY NATURE, INCLUDING ATTORNEYS' FEES AND COSTS (COLLECTIVELY "CLAIMS") ARISING OUT OF LIENS, INJURY TO OR DEATH OF ANY PERSON OR PERSONS, AND FOR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY THE CONSTRUCTION ACTIVITIES AND THE ACTIVITIES OF LICENSEE, UNLESS SUCH CLAIM IS CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE.**

7. **Insurance.** Licensee shall maintain (or cause its contactors to maintain) the following insurance coverages during the term of this Agreement:

- A. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence, endorsed to include Indemnitees as additional insured parties;
- B. Workers compensation/employee liability insurance in statutory amounts endorsed to include a waiver of subrogation in favor of Indemnitees; and
- C. Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit, endorsed to include Indemnitees as additional insured parties.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

9. **Disclaimer of Interest.** Licensee expressly agrees that it does not and shall not claim at any time any real property interest or estate of any kind in the License Area by virtue the rights granted under this Agreement or its occupancy or use under this Agreement. This Agreement shall not be recorded.

10. **Revisions.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. **Authority.** The signatories represent and warrant that they have the right,

power, and authority to execute this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and such counterparts shall, collectively, be construed together and shall constitute one and the same instrument. Signatures transmitted by Adobe Sign, DocuSign, RightSignature, electronic mail, or other digital or electronic means will be treated as original signatures for all purposes hereunder, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature Page Follows]

This Agreement is executed as of the Effective Date first stated above.

LICENSOR:

CENTERSTONE OF INDIANA, INC.

By: _____

Printed: _____

Title: _____

LICENSEE:

**THE CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

By: _____

Cindy Kinnarney, RDC President

THE CITY OF BLOOMINGTON, INDIANA

By: _____

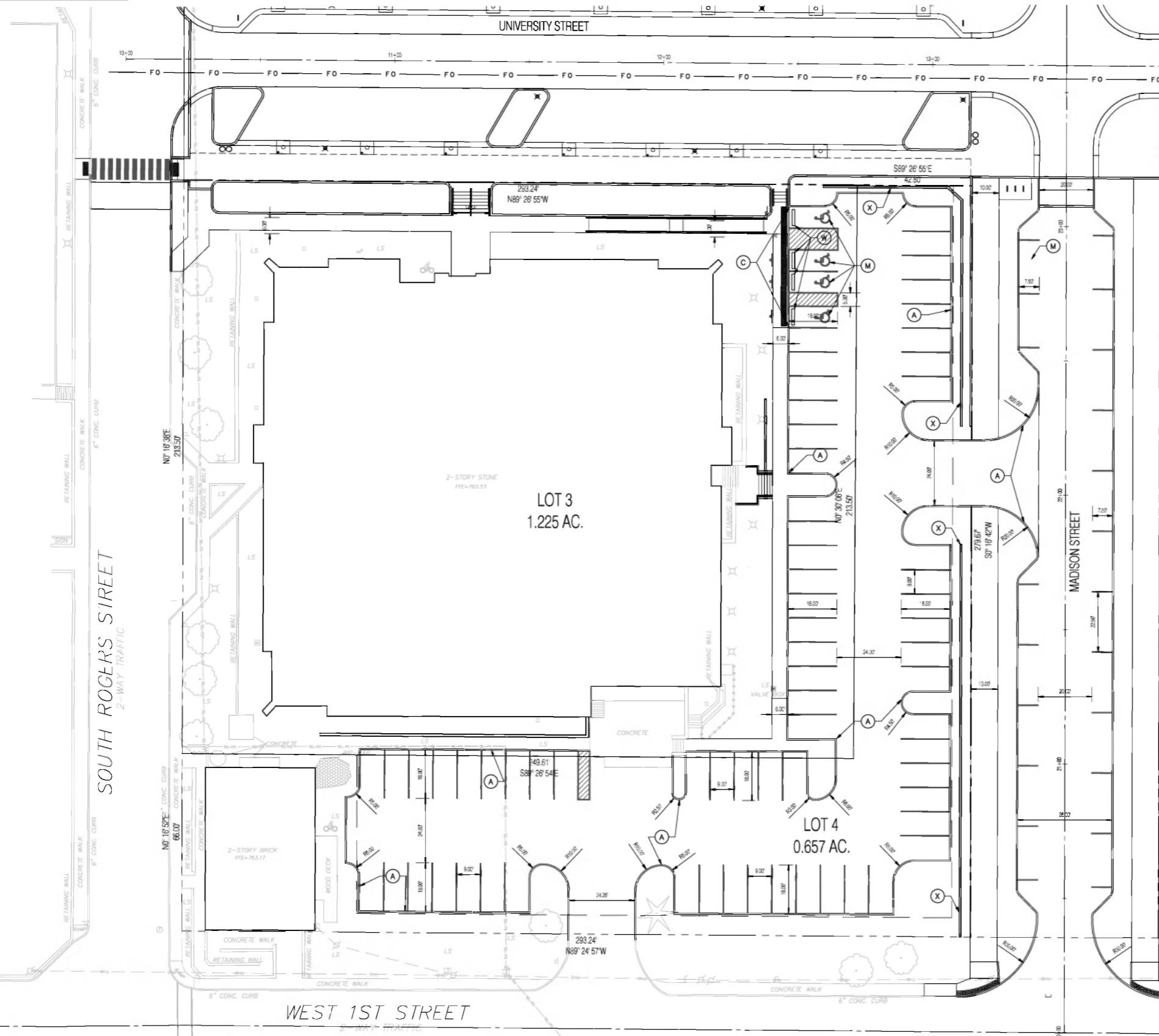
Beth Cate, Corporation Counsel

**EXHIBIT A
LICENSE AREA**



EXHIBIT B
PLANS FOR RECONFIGURATION OF THE CENTERSTONE PARKING
LOT

[Attached]



LEGEND:

- - - RIGHT OF WAY LINE (EXISTING F.W.)
- EASEMENT LINE
- - - CENTER LINE
- - - RIGHT OF WAY LINE (NEW F.W.)
- - - PARKING STRIPING
- Ⓐ 6" STRAIGHT CURB
- Ⓑ CONCRETE CURB AND GUTTER
- Ⓒ FLUSH CONCRETE CURB
- Ⓓ CONCRETE WALK
- Ⓔ 10' CONCRETE PATH
- Ⓐ A.D.A. RAMP - SEE DETAIL SHEET ####
- Ⓐ ADA PARKING SIGN
- Ⓐ ADA PARKING SYMBOL
- Ⓐ 4" BLUE PAVEMENT MARKINGS
- Ⓐ CONCRETE LIGHT POLE BASE - FOR REFERENCE ONLY
- Ⓐ CONCRETE TRANSFORMER PAD - SEE MEP PLANS FOR DETAILS
- Ⓐ PARKING BUMP STOP
- Ⓐ RETAINING WALL
- Ⓐ CONCRETE STEPS - SEE SHEET ####

GENERAL SITE NOTES

- 1. THE CONTRACT DOCUMENTS CONSIST OF THESE DRAWINGS AND SEPARATELY BOUND PROJECT MANUAL INCLUDING INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, CONTRACT PROVISIONS, GENERAL CONDITIONS, AND TECHNICAL SPECIFICATIONS.
- 2. TOPOGRAPHIC AND SURVEY BASE INFORMATION REPRESENTATIVE OF EXISTING SITE CONDITIONS HAS BEEN OBTAINED FROM A TOPOGRAPHIC SURVEY FROM BYRAN FAYO AND ASSOCIATES. SHREWSBERRY AND ASSOCIATES CLAIMS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE INFORMATION PROVIDED BY OTHERS.
- 3. VERIFY DRAWING INFORMATION WITH EXISTING SITE CONDITIONS. PROMPTLY REPORT CONCEALED CONDITIONS, DISCREPANCIES, AND DEVIATIONS IN EXISTING CONDITIONS FROM INFORMATION SHOWN IN CONTRACT DOCUMENTS. THE OWNER SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
- 4. SECURE AND PAY FOR PERMITS, FEES AND INSPECTIONS NECESSARY FOR PROPER EXECUTION OF THE WORK. COMPLY WITH CODES AND REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION APPLICABLE TO THIS WORK.
- 5. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.
- 6. ANY MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A PROPER AND LEGAL MANNER AS REQUIRED BY AUTHORITIES HAVING JURISDICTION AND LOCAL LAWS AND ORDINANCES.
- 7. DAMAGES TO EXISTING IMPROVEMENTS, EXCAVATION AND / OR REMOVAL OF ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION SHALL BE KEPT TO A MINIMUM. EXISTING IMPROVEMENTS TO REMAIN DAMAGED DURING CONSTRUCTION SHALL BE RESTORED, RECONSTRUCTED OR REPLACED BY CONTRACTOR, WITH NO ADDITIONAL PAYMENT MADE.
- 8. PROVIDE SMOOTH TRANSITION FROM NEW CONSTRUCTION TO EXISTING CONSTRUCTION TO REMAIN AS INDICATED ON DRAWINGS AND AS NECESSARY.
- 9. ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF AUTHORITIES HAVING JURISDICTION.
- 10. ALL CONSTRUCTION ACTIVITY ON THIS SITE SHALL BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKER SAFETY.
- 11. CONTRACTOR SHALL INSPECT AND CLEAN SITE DAILY AND REMOVE ALL MUD, DIRT, GRAVEL AND LOOSE MATERIALS TRACKED, DUMPED, SPILLED OR WIND BLOWN FROM THE CONSTRUCTION SITE ONTO OTHER SITES, RIGHT OF WAYS, PUBLIC OR PRIVATE STREETS OR ROADS, DRIVEWAYS, YARDS, OR SIDEWALKS. THE CONTRACTOR SHALL SPRAY WITH A FINE MIST WATER SPRAY AS NEEDED TO REDUCE AIRBORNE DUST DURING CONSTRUCTION.
- 12. CONTRACTOR SHALL PROVIDE AT THEIR EXPENSE, VEHICULAR AND PEDESTRIAN CONTROL DEVICES AND METHODS AS REQUIRED TO MAINTAIN TEMPORARY TRAFFIC CONTROL MEETING REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. CONTRACTOR SHALL MAINTAIN MINIMUM ACCESS REQUIREMENTS FOR EMERGENCY VEHICLES DURING CONSTRUCTION AS DETERMINED BY AUTHORITIES HAVING JURISDICTION. THIS SHALL INCLUDE PROVISIONS FOR UNINTERRUPTED EMERGENCY ACCESS DURING CONSTRUCTION TO EACH ACCESSIBLE BUILDING ENTRY.

LAYOUT NOTES

- 1. DO NOT SCALE DRAWINGS TO DETERMINE LAYOUT INFORMATION.
- 2. THE CONTRACTOR SHALL VERIFY DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ELEVATIONS AND DIMENSIONS THROUGHOUT CONSTRUCTION. IF DISCREPANCIES ARE FOUND BETWEEN THE CONSTRUCTION DOCUMENTS AND EXISTING FIELD CONDITIONS, THE CONTRACTOR SHALL CONTACT THE OWNERS REPRESENTATIVE IMMEDIATELY FOR INSTRUCTION BEFORE PROCEEDING.
- 3. CONTRACTOR SHALL STAKE AND VERIFY DIMENSIONS IN FIELD PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. OBTAIN OWNERS REPRESENTATIVE APPROVAL BEFORE STARTING CONSTRUCTION. REVIEW ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL. FIELD DIMENSIONS IMMEDIATELY WITH THE OWNERS REPRESENTATIVE FOR RESOLUTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR ADJUSTMENTS NECESSARY TO CORRECT WORK NOT CONSTRUCTED AS DRAWN.
- 4. CONTRACTOR SHALL MAINTAIN LAYOUT STAKES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE TO REPLACE BROKEN, MISSING OR MISLOCATED LAYOUT STAKES.
- 5. DIMENSIONS TO CURBS OR GUTTERS SHALL BE TO THE FACE OF CURB. DIMENSIONS TO PAVEMENTS SHALL BE TO THE EDGE OF PAVEMENT.
- 6. ROADWAYS AND DRIVES SHALL BE MEASURED FROM THE FACE OF CURB OR EDGE OF PAVEMENT.
- 7. DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO BASE LINES, PROPERTY LINES OR BUILDING LINES UNLESS NOTED OTHERWISE.
- 8. RADI SHALL BE FORMED AS CIRCULAR ARCS. ALL CURVES AND ARCS SHALL INTERSECT OTHER CURVES AND LINES AT POINTS OF TANGENCY TO FORM SMOOTH TRANSITIONS UNLESS NOTED OTHERWISE.
- 9. PROVIDE LAYOUT STAKES MAXIMUM OF 10' ON-CENTER ALONG LARGE ARCS WITH INACCESSIBLE RADIUS POINTS.
- 10. STRIPING ASSOCIATED WITH PARKING STALLS AND LOADING ZONES SHALL BE THE FOLLOWING: ACCESSIBLE PARKING STALLS - 4' WIDE PAINTED BLUE. PARKING STALLS AND LOADING ZONES - 4' WIDE PAINTED WHITE.

NO.	DATE	DESCRIPTION

CLIENT:
CITY OF BLOOMINGTON
Bloomington, IN 47403

DESIGN TEAM:
shrewsberry
REA
ARCHITECTURE
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
PLANNING
ENVIRONMENTAL ENGINEERING

CERTIFIED BY:

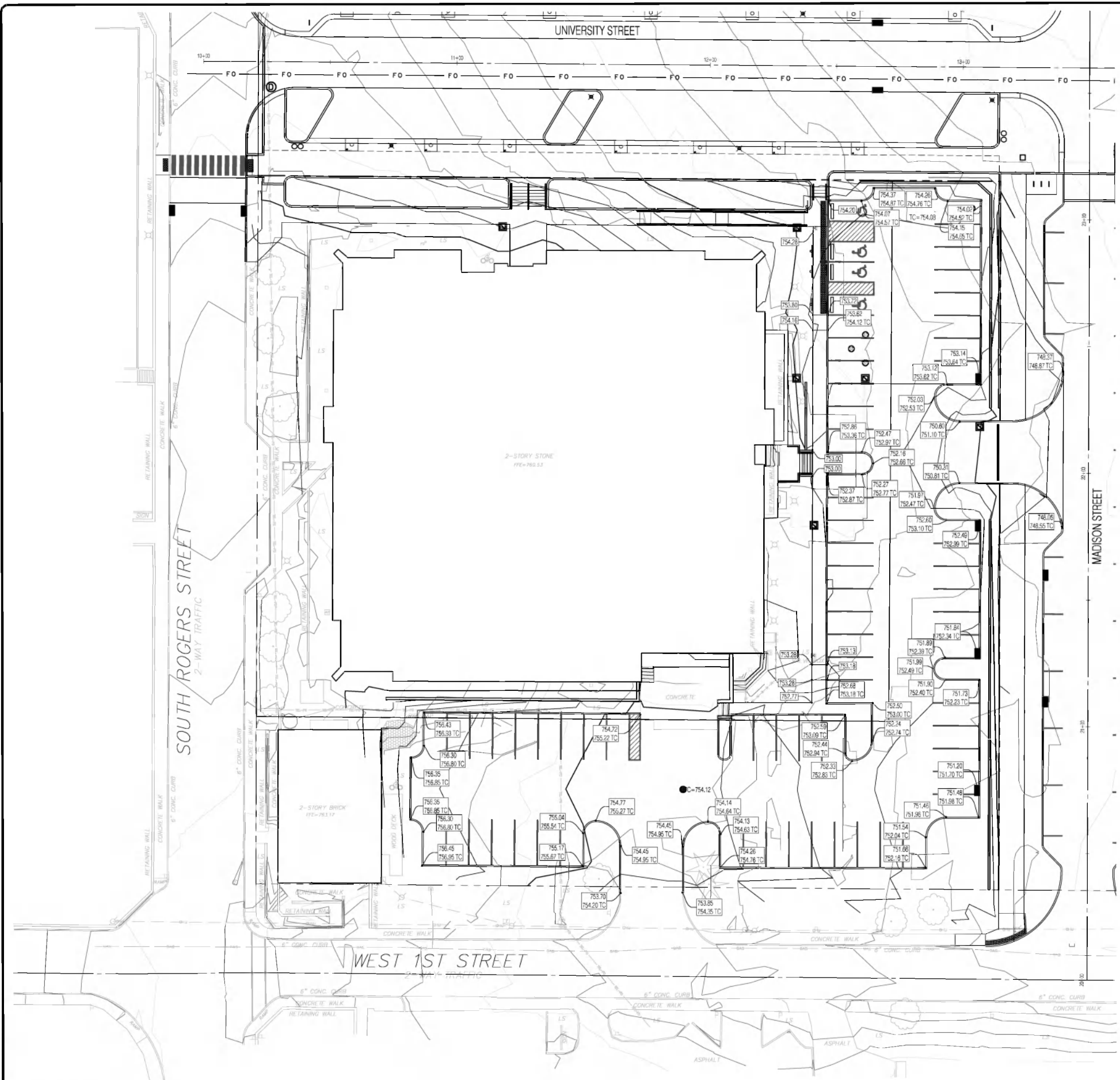
HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 04/04/2022	PROJECT NO: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS:	95% PROGRESS SET

SHEET TITLE:
CENTERSTONE LOT SITE PLAN

SHEET NO:
C201





LEGEND:

- RIGHT OF WAY LINE (EXISTING RW)
- EASEMENT LINE
- CENTER LINE
- RIGHT OF WAY LINE (NEW RW)
- LOT LINE
- PARKING STRIP
- PAD GRADE
- SPOT ELEVATION
- PAVEMENT AND CURB ELEVATION

GRADING & DRAINAGE NOTES

1. CONSTRUCTION EQUIPMENT MAY CAUSE SOIL DAMAGE SUCH AS PUMPING AND GENERAL DETERIORATION OF SHALLOWER SOILS IF EXCESS SURFACE WATER IS PRESENT. TAKE PRECAUTIONARY STEPS DURING CONSTRUCTION TO PREVENT SOIL DAMAGE.
2. CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
3. PROMPTLY NOTIFY OWNER'S REPRESENTATIVE IF UNSATISFACTORY SUB-GRADE CONDITIONS OR MATERIALS ARE ENCOUNTERED. NO PAYMENT WILL BE MADE FOR ADDITIONAL WORK INITIATED WITHOUT PRIOR WRITTEN AUTHORIZATION BY THE OWNER'S REPRESENTATIVE.
4. CONTRACTOR SHALL TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFYING FIELD LOCATIONS OF EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. FIELD LOCATIONS OF EXISTING UTILITIES SHALL BE DETERMINED EITHER BY AN AUTHORIZED REPRESENTATIVE OF THE UTILITY OR A PRIVATE UNDERGROUND UTILITY LOCATOR SERVICE PRIOR TO THE START OF EXCAVATING. VERIFY MINIMUM UTILITY COVER REQUIREMENTS BY THE UTILITY. MAINTAIN MINIMUM UTILITY COVER REQUIREMENTS DURING CONSTRUCTION WITHOUT DAMAGING UTILITIES.
5. SMOOTHLY FEATHER PROPOSED GRADES AT CONSTRUCTION LIMITS OR GRADING BOUNDARIES WITH EXISTING GRADES.
6. FINE GRADE ALL SURFACES TO ACHIEVE POSITIVE DRAINAGE WITH MINIMUM 2% CROSS SLOPE ON WALKS AND PAVEMENTS UNLESS NOTED OTHERWISE.
7. CONTRACTOR SHALL BACKFILL AND PLACE ENGINEERED FILL MATERIAL FOR PAVEMENT AREAS AS REQUIRED TO ACHIEVE FINISH GRADES AS SHOWN ON THE DRAWINGS.
8. CONTRACTOR SHALL BACKFILL AND PLACE TOPSOIL AND PLANTING SOIL BACKFILL FOR LAWN AREAS TO DEPTH OF 6" AS REQUIRED TO ACHIEVE PROPOSED FINISH GRADES SHOWN ON DRAWINGS. CONTRACTOR SHALL BACKFILL AND PLACE TOPSOIL AND PLANTING SOIL BACKFILL FOR PLANTING BEDS TO DEPTH OF 12" AS REQUIRED TO ACHIEVE PROPOSED FINISH GRADES SHOWN ON DRAWINGS.
9. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXCESS EXCAVATED SOIL MATERIALS OFF-SITE IN ACCORDANCE WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.

NO.	DATE	DESCRIPTION

CLIENT:
CITY OF BLOOMINGTON
Bloomington, IN 47403

DESIGN TEAM:
shrewsberry
REA
REGISTERED PROFESSIONAL ENGINEERS
CIVIL ENGINEERING
1400 BLOOMINGTON
500 NORTH PEORIA STREET
BLOOMINGTON, INDIANA 47404

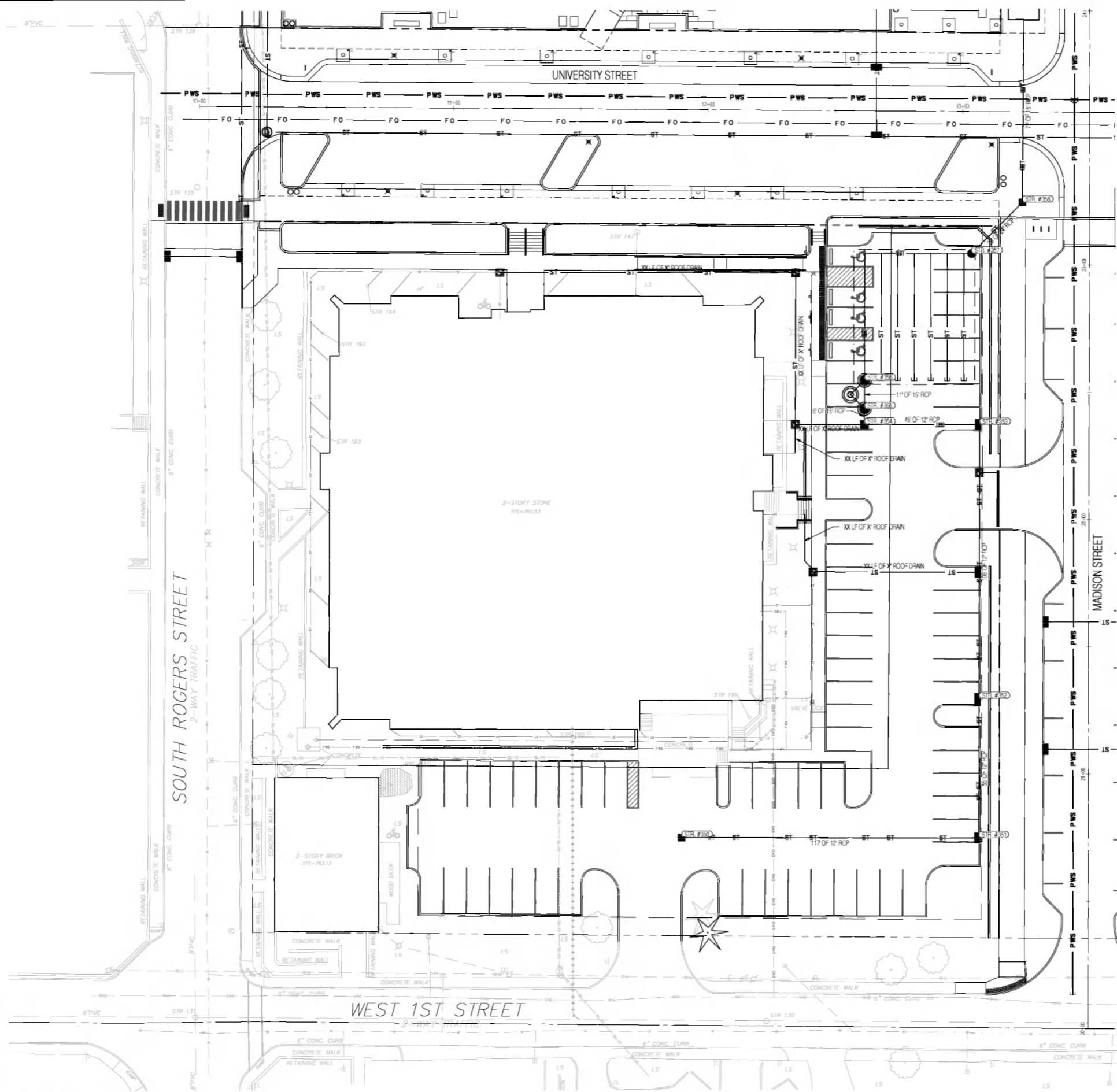
CERTIFIED BY:

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HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

DATE: 04/04/2022	PROJECT NO: 21-0049
DRAWN BY: RDR	CHECKED BY: MDW
DRAWING STATUS: 95% PROGRESS SET	
SHEET TITLE: CENTERSTONE LOT GRADING PLAN	
SHEET NO: C202	





- LEGEND:**
- RIGHT OF WAY LINE (EXISTING RW)
 - - - EASEMENT LINE
 - CENTER LINE
 - RIGHT OF WAY LINE (NEW RW)
 - PARKING STRIPING
 - ST — STORM SEWER
 - 6" UNDERDRAIN
 - STORMWATER STRUCTURE
 - EX EXISTING
 - INV INVERT ELEVATION
 - WH MANHOLE
 - RCF REINFORCED CONCRETE PIPE
 - TC TOP OF CURB/TOP OF CASTING GRADE

UTILITY NOTES

1. THE UTILITIES INDICATED ON THE PLANS AND SURVEY MAY NOT BE A COMPLETE INVENTORY OF ALL EXISTING UTILITIES ON AND AROUND THE SITE. THE LOCATION AND SIZE OF THESE UTILITIES MAY BE APPROXIMATE. UTILITY INFORMATION WAS GATHERED OR SUPPLIED BY OTHERS AND THE DESIGN SHOWN ON THESE PLANS RELIES ON THE ACCURACY OF THE UTILITY INFORMATION. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR INCORRECT OR MISLEADING UTILITY INFORMATION INDICATED IMPLIED, OR NOT INDICATED ON THESE PLANS.
2. CONTRACTOR SHALL TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFYING FIELD LOCATIONS OF EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR. FIELD LOCATIONS OF EXISTING UTILITIES SHALL BE DETERMINED EITHER BY AN AUTHORIZED REPRESENTATIVE OF THE UTILITY OR A PRIVATE UNDERGROUND UTILITY LOCATOR SERVICE PRIOR TO THE START OF EXCAVATING. VERIFY MINIMUM UTILITY COVER REQUIREMENTS BY THE UTILITY. MAINTAIN MINIMUM UTILITY COVER REQUIREMENTS DURING CONSTRUCTION WITHOUT DAMAGING UTILITIES.
3. CONTRACTOR SHALL NOTIFY UTILITIES 72 HOURS BEFORE CONSTRUCTION IS TO START TO VERIFY UTILITIES PRESENT ON THE SITE. ALL VERIFICATIONS, LOCATIONS, SIZE, AND DEPTHS SHALL BE MADE BY THE APPROPRIATE UTILITY. WHEN EXCAVATING AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THE UTILITY CAN BE PRESENT DURING THE EXCAVATION TO OBSERVE EXCAVATIONS.
4. THE CONTRACTOR SHALL BEAR EXPENSES TO REMOVE, RELOCATE, AND / OR MODIFY UTILITIES REQUIRED TO BE ADJUSTED FOR SUCCESSFUL COMPLETION OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL VERIFY WITH UTILITIES EXISTING UTILITIES THAT MAY CONFLICT WITH CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY PLANNED FUTURE UTILITY IMPROVEMENTS THAT MAY IMPACT CONSTRUCTION ACTIVITIES.
5. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS IN SUCH A MANNER TO BE FLUSH WITH PROPOSED FINISH GRADES. CONTRACTOR SHALL TAKE CARE TO NOT DAMAGE UTILITY COVERS, FRAMES, CASTINGS, LIDS, ACCESS PANELS, STRUCTURES AND RISERS DURING CONSTRUCTION.
6. CONTRACTOR SHALL COORDINATE WITH UTILITIES FOR RELOCATION, REMOVAL OR ABANDONMENT OF UTILITY FACILITIES ON-SITE OR CROSSING THE SITE. DO NOT INTERRUPT UTILITY FACILITIES SERVING OCCUPIED FACILITIES USED BY THE OWNER OR OTHERS WITHOUT PRIOR WRITTEN AUTHORIZATION.
7. COSTS INCURRED BY THE CONTRACTOR COORDINATING NEW UTILITY SERVICES SHALL BE PAID FOR BY THE CONTRACTOR.
8. UTILITY CONNECTIONS TO EXISTING FACILITIES SHALL BE VERIFIED WITH THE OWNERS REPRESENTATIVE AND COORDINATED WITH THE UTILITY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
9. MAINTAIN SEPARATION REQUIRED BY UTILITIES AND AUTHORITIES HAVING JURISDICTION BETWEEN UTILITIES AND STRUCTURES.
10. UTILITY SLEEVES SHALL WHERE INDICATED SHALL BE SCHEDULE 80 PVC PIPE OF DIAMETER NOTED ON DRAWINGS UNLESS NOTED OTHERWISE. WHERE POSSIBLE MULTIPLE PIPE LOCATIONS SHALL BE GANGED OR STACKED TO MINIMIZE SPACE REQUIREMENTS. UTILITY SLEEVES SHALL EXTEND A MINIMUM OF 24" BEYOND PAVEMENT, FOOTING OR HOOK EDGES. CONTRACTOR SHALL MARK SLEEVE EDGES ABOVE GROUND.
11. SLEEVES SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINISH GRADE TO THE TOP OF THE PIPE UNLESS NOTED OTHERWISE OR OTHERWISE DETERMINED BY THE OWNERS REPRESENTATIVE.
12. SLEEVES SHALL BE LOCATED IN ACCESSIBLE CORNERS, ALONG PAVEMENT EDGES AND EDGES OF PLANTING BEDS. AVOID EXTENDING SLEEVES TO CENTER OF PLANTING AREAS.

GENERAL UTILITY NOTES

1. THE CONTRACTOR IS CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OR VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURATE LOCATION OF ALL UTILITIES AND HAZARDS WHETHER SHOWN OR NOT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
2. ALL UTILITY TRENCHES SHALL BEGIN AT THE LOWEST ELEVATION AND SHALL PROGRESS UPWARD.
3. WHERE POSSIBLE, ALL UTILITY TRENCHES SHALL BE CUT THROUGH THE COMPACTED SUBGRADE SOIL, AND BACKFILLED PRIOR TO THE PLACEMENT OF THE COMPACTED AGGREGATE PAVEMENT BASE.
4. UNLESS STATED OTHERWISE IN THESE CONTRACT DOCUMENTS, THE INSTALLATION OF THE ROOF DRAIN COLLECTOR PIPING SHALL BE THE RESPONSIBILITY OF THE SITE UTILITY CONTRACTOR.
5. ALL STORM PIPE (12" DIAMETER OR LARGER) SHALL BE REINFORCED CONCRETE PIPE (CLASS III).

STRUCTURE DATA TABLE

STR. #	TC	INV. IN	INV. OUT	PIPES IN	PIPES OUT	STR. & CASTING TYPE
10	748.13					Null Structure
90	750.31	745.85 (S)	745.25 (E)	48" HDPE	48" HDPE	Null Structure
360	754.12		750.00 (E)		12" RCP	48" Dia Manhole
351	751.20	746.81 (W)	748.51 (N)	12" RCP	12" RCP	48" Dia Manhole
382	751.66	746.90 (S)	746.80 (N)	12" RCP	12" RCP	24 x 24 inch Rectangular Structure
353	753.17	746.63 (S)	746.53 (W)	12" RCP	12" RCP	24 x 24 inch Rectangular Structure
384	753.10	746.40 (E)	746.38 (N)	12" RCP	16" RCP	48" Dia Manhole
365	753.18	748.36 (S)	748.26 (N)	15" RCP	15" RCP	48" Division Structure
366	753.24	748.23 (S)	746.10 (N)	15" RCP	48" HDPE	72 inch Cylinder Structure
387	754.02	745.64 (W)	745.54 (N)	48" HDPE	24" RCP	72 inch Cylinder Structure
388	750.25	745.91 (SW)	745.21 (N)	24" RCP	15" RCP	24 x 24 inch Rectangular Structure

UTILITY PLAN
Scale: 1" = 20'-0"



NO.	DATE	DESCRIPTION

CITY OF BLOOMINGTON
Bloomington, IN 47403

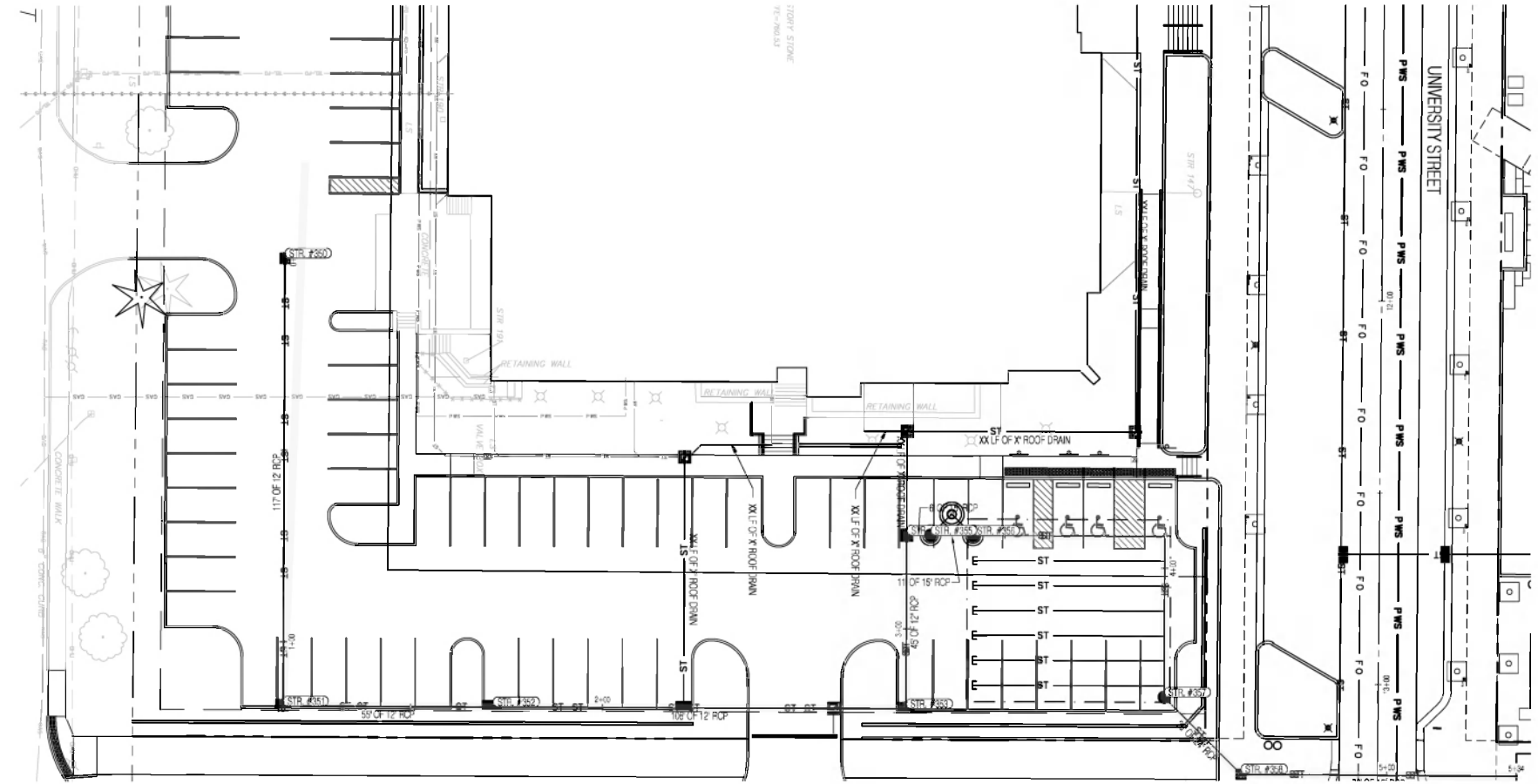
shrewsberry REA
DESIGN TEAM

BEA
CERTIFIED BY

HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON, INDIANA 47403

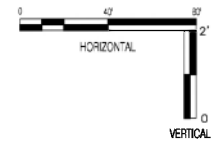
DATE: 04/04/2022 PROJECT NO: 21-0049
DRAWN BY: RDR CHECKED BY: MDW
DRAWING STATUS: 95% PROGRESS SET
SHEET TITLE: CENTERSTONE LOT UTILITY PLAN
SHEET NO: C203





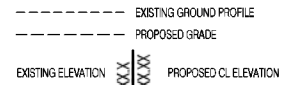
LEGEND:

- RIGHT OF WAY LINE (EXISTING RW)
- EASEMENT LINE
- CENTER LINE
- RIGHT OF WAY LINE (NEW RW)
- LOT LINE
- PARKING STRIPING
- PWS --- WATER MAIN
- ST --- STORM SEWER
- SS --- SANITARY SEWER
- EX --- EXISTING
- IN --- INVERT ELEVATION
- MH --- MANHOLE
- RCP --- REINFORCED CONCRETE PIPE
- TC --- TOP OF CURB/TOP OF CASTING GRADE
- /// GRANULAR BACKFILL - SEE DETAIL SHEET C202



GENERAL NOTES

1. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL AND STATE STANDARDS.
2. ALL CONSTRUCTION ACTIVITY ON THIS SITE, TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR WORKERS SAFETY.
3. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL UTILITY LOCATIONS BEFORE CONSTRUCTION BEGINS.
4. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL EXISTING ELEVATIONS BEFORE CONSTRUCTION BEGINS.
5. THE STORM SEWER SYSTEM SHALL BE CONSTRUCTED PER DESIGN SPECIFIED AND AS APPROVED BY THE CITY OF BLOOMINGTON ON THE FINAL APPROVED CONSTRUCTION PLANS. DEVIATIONS FROM THE APPROVED DESIGN SHALL ONLY BE PERMITTED DUE TO SPECIAL CIRCUMSTANCES OR DIFFICULTY DURING CONSTRUCTION AND WILL REQUIRE PRIOR FIELD APPROVAL FROM A DESIGNATED REPRESENTATIVE OF THE CITY OF BLOOMINGTON IN ADDITION TO SUPPLEMENTAL APPROVAL BY THE DESIGN ENGINEER. AN EXPLANATION OF ANY SUCH DEVIATION SHALL BE INCLUDED AS A REQUIREMENT ON AS-BUILT RECORD DRAWINGS SUBMITTED FOR RELEASE OF PERFORMANCE GUARANTEES. APPROVED DESIGN SLOPES IDENTIFIED AS GENERATING VELOCITIES OF 2.5 FPS OR LESS OR 10 FPS OR GREATER (AT FULL FLOW CAPACITY) SHALL REQUIRE AS-BUILT CERTIFICATION AT THE TIME OF CONSTRUCTION, PRIOR TO BACKFILLING THE PIPE. THE CONTRACTOR IS INSTRUCTED TO AS-BUILT EACH SECTION OF STORM PIPE AS IT IS BEING INSTALLED TO ENSURE COMPLIANCE WITH THE DESIGN PLANS AND AS APPROVED BY THE CITY OF BLOOMINGTON.
6. NO EARTH DISTURBING ACTIVITY MAY COMMENCE WITHOUT AN APPROVED STORM WATER MANAGEMENT PLAN.
7. ALL STORM WATER DRAINAGE CASTINGS SHALL BE LABELED WITH ENVIRONMENTAL MESSAGING 'DUMP NO WASTE'.
8. ALL CONCRETE PIPE JOINTS SHALL BE CONTINUOUS O-RING GASKET CONFORMING TO ASTM C 443.
9. 18" OF VERTICAL SEPARATION MUST BE MAINTAINED FOR ALL UTILITY CROSSINGS.



NO.	DATE	DESCRIPTION

CLIENT:

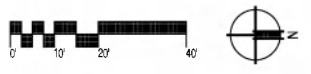
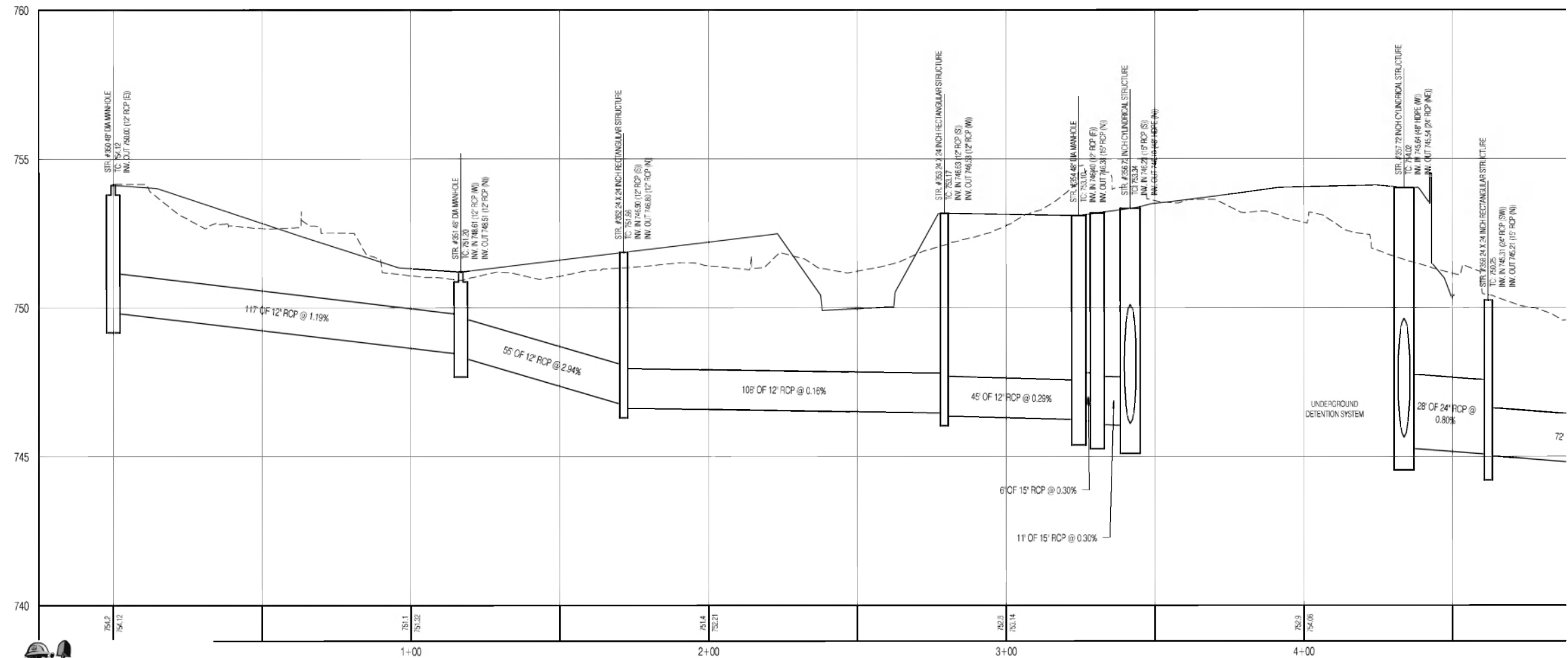
CITY OF BLOOMINGTON
Bloomington, IN 47403

DESIGN TEAM:

shrewsberry REA
STRUCTURAL, CIVIL, ENGINEERING, PLANNING, LAND SURVEYING
BEE
PROJECT PARTNERS & ASSOCIATES, INC.
333 West Walnut Street
Bloomington, Indiana 47403 (317) 332-8500

CERTIFIED BY:

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HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON
BLOOMINGTON, INDIANA 47403

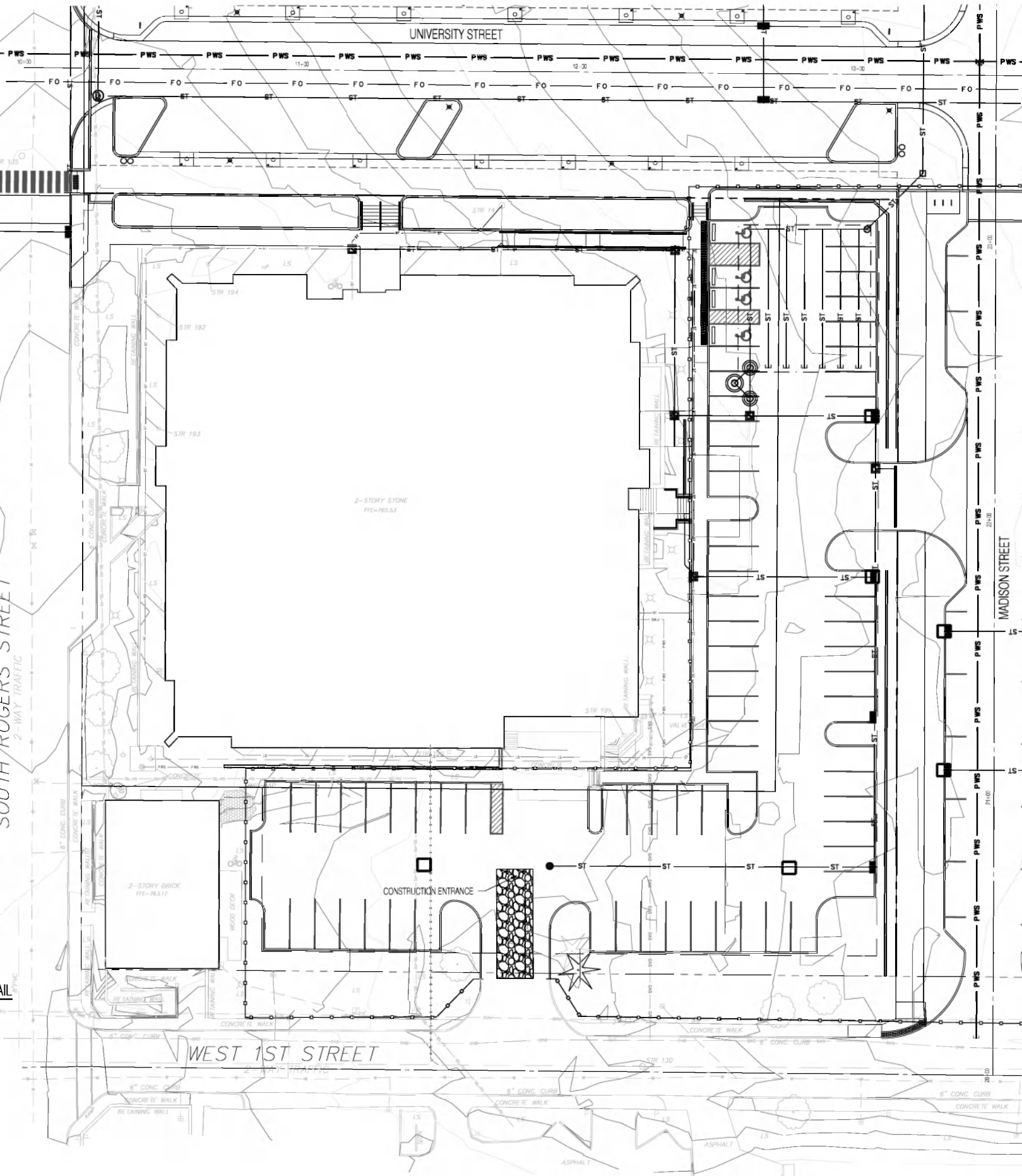
DATE: 04/04/2022	PROJECT NO: 21-0049
DRAWN BY: RDR	CHECKED BY: MWV
DRAWING STATUS: 95% PROGRESS SET	
SHEET TITLE: CENTERSTONE LOT STORM PLAN & PROFILE	
SHEET NO: C204	

CONSTRUCTION SEQUENCING

- NOTIFY LOCAL REVIEW AGENCY AT LEAST 48 HRS IN ADVANCE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CALL KARAN BARNHILL AT (812) 436-4990.
- FLAG OR OTHERWISE DELINEATE AND DENOTE ALL CONSTRUCTION LIMITS.
- IDENTIFY AND PROTECT ALL EXISTING VEGETATION TO REMAIN.
- ESTABLISH STORAGE AREAS FOR POTENTIAL POLLUTANTS SUCH AS FUELS, OILS, FLUIDS AND OTHER MATERIALS OF THIS NATURE.
- ESTABLISH PARKING AREAS FOR CONSTRUCTION EQUIPMENT, WORKERS, VISITORS, ETC. PARKING AREAS SHALL HAVE A TEMPORARY STONE BASE TO PREVENT VEHICLES FROM TRACKING MUD, SOIL, AND SEDIMENT OFF-SITE.
- ARRANGE FOR THE DELIVERY OF DUMPSTERS AND PORT-A-JOINS.
- POST REQUIRED NOTICES SUCH AS THE NOI.
- INSTALL TEMPORARY CONSTRUCTION ENTRANCES.
- INSTALL SILT FENCE.
- BEGIN TOPSOIL REMOVAL AND STOCKPILE FOR FUTURE USE. ALL STOCKPILE MATERIAL IS TO BE PROTECTED WITH PERIMETER SILT FENCING, AND SHALL BE TEMPORARILY SEEDED IF LEFT UNDISTURBED FOR 14 DAYS OR LONGER. SEE TOPSOIL SALVAGE & UTILIZATION MEASURE IN THE INDIANA STORMWATER QUALITY HANDBOOK FOR FURTHER INSTRUCTIONS AND MAINTENANCE GUIDELINES.
- CONDUCT EARTHWORK TO BRING SITE TO PROPER ELEVATIONS. STABILIZE SURROUNDING AREAS WITH SEED AND CRIMPED MULCH OR EROSION CONTROL BLANKET.
- CONSTRUCT AND SIGN A CONCRETE WASHOUT AREA PRIOR TO THE PLACEMENT OF ANY CONCRETE. CONTRACTOR SHALL MONITOR THE CONCRETE WASHOUT AREA THROUGHOUT THE LIFE OF THE PROJECT. REPLACE OR RECONSTRUCT AS NEEDED.
- INSTALL DRAINAGE STRUCTURES AS REQUIRED. PROTECT AS NOTED ON PLAN. USE GEOTEXTILE BOX DROP INLET PROTECTION DEVICES OR STRAW BALE DROP INLET PROTECTION DEVICES PRIOR TO THE INSTALLATION OF PAVEMENT. USE CORR FIBER MAT INLET PROTECTION DEVICES AFTER PAVEMENT HAS BEEN PLACED.
- COMPLETE FINAL GRADING AS SHOWN ON PLANS. STABILIZE WITH SEED AND CRIMPED MULCH OR WITH SOD AS DIRECTED IN THE INDIANA STORMWATER QUALITY HANDBOOK.
- THROUGHOUT THE CONSTRUCTION PROCESS, MONITOR EQUIPMENT FOR LEAKING FLUIDS.
- ONCE ALL DISTURBED AREAS HAVE BEEN STABILIZED, FILE THE NOTICE OF TERMINATION (NOTI) WITH IDEM.

MATERIAL HANDLING & SPILL PREVENTION

- ANY ON-SITE STORAGE OF HAZARDOUS MATERIAL/POTENTIAL POLLUTANTS SUCH AS DIESEL FUEL SHALL BE STORED IN AN APPROVED TANK SURROUNDED BY A SECONDARY CONTAINMENT SYSTEM HAVING A STORAGE VOLUME OF AT LEAST 150% OF THE TANK'S CAPACITY.
- OTHER ABSORBENT MATERIALS OR OTHER SUCH ADDITIONAL CONTAINMENT PRODUCTS SHOULD BE STORED IN AN ACCESSIBLE LOCATION ADJACENT TO THE PETROLEUM STORAGE AREA.
- IN THE EVENT OF A SPILL OR RELEASE, SUMMIT ENVIRONMENTAL (1-877-421-1744) OR ANOTHER LICENSED ENVIRONMENTAL CONSULTING COMPANY SHOULD BE CONTACTED FOR CLEAN UP ASSISTANCE. IDEM OFFICE OF EMERGENCY RESPONSE (317-233-7749), EVANSVILLE CITY ENGINEER (812-436-4990), AND EPA NATIONAL RESPONSE CENTER (1-800-424-8802, IF NECESSARY) SHALL ALSO BE NOTIFIED IN ACCORDANCE WITH THE LAW FOR ANY SIGNIFICANT SPILLS.
- WHEN NOT IN USE, ALL CONSTRUCTION EQUIPMENT SHALL BE PARKED ON SITE IN AN AREA WHERE POTENTIAL LEAKS CAN BE CONTAINED TO THE IMMEDIATE AREA AND NOT ALLOWED TO BE CONVEYED OFFSITE OR INTO DRAINAGE SWALES OR STORM SEWERS.
- WHEN POSSIBLE, KEEP ALL MATERIALS IN THEIR ORIGINAL CONTAINERS WITH ORIGINAL LABELS WITH THEIR RESPECTIVE MATERIAL SAFETY DATA SHEETS (MSDS) ATTACHED OR ON FILE. PRODUCTS SHALL BE PROPERLY SEALED AND/OR COVERED TO PREVENT LEAKS AND SPILLS. STORE PRODUCTS IN A WEATHER PROOF, SELF-CONTAINED AREA AWAY FROM HEAT, SPARKS, OR OPEN FIRES.
- ANY HAZARDOUS MATERIALS SHALL BE SECURELY STORED IN A SHED, TRAILER, OR OTHER SUCH BUILDING THAT CAN BE LOCKED TO PREVENT VANDALISM OR UNAUTHORIZED ACCESS.
- ANY LEAKAGE OF POLLUTANTS FROM STORAGE VESSELS OR EQUIPMENT SHALL BE CLEANED UP AND DISPOSED OF OFFSITE IN A LEGAL MANNER.
- ADDRESS PROPER STORAGE/DISPOSAL OF TRASH AND CONSTRUCTION WASTE BY PROVIDING A WASTE COLLECTION AREA AND/OR DUMPSTER ON SITE IN AN AREA THAT DOES NOT RECEIVE CONCENTRATED STORMWATER RUNOFF.



LEGEND:

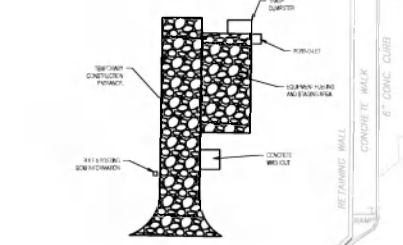
- LANDSCAPING BEDS
- BIOSWALE AREA
- SILT FENCE
- PROTECTION FENCING
- RIP-RAP
- TEMPORARY INLET PROTECTION
- CONSTRUCTION LIMITS
- TEMPORARY CONSTRUCTION ENTRANCE

GENERAL EROSION CONTROL NOTES

- ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF AUTHORITIES HAVING JURISDICTION, UNLESS NOTED OTHERWISE.
- NOTIFY THE OWNERS REPRESENTATIVE FOLLOWING INSTALLATION OF EROSION AND SEDIMENT CONTROLS FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF STARTING LAND DISTURBING ACTIVITIES.
- MAINTAIN A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN ON CONSTRUCTION SITE AT ALL TIMES.
- THE CONTRACTOR SHALL INSPECT TEMPORARY EROSION AND SEDIMENT CONTROLS WEEKLY AND FOLLOWING RAIN EVENTS OF 1/2" OR MORE. MAINTAIN AND MAKE AVAILABLE RECORDS FOR INSPECTION AT THE CONSTRUCTION SITE AND IN ACCORDANCE WITH APPLICABLE PERMITS.
- SUB-CONTRACTORS SHALL COORDINATE WITH EACH OTHER AND THE CONTRACTOR WHEN WORK CONFLICTS WITH TEMPORARY EROSION AND SEDIMENT CONTROLS. IF TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REMOVED TO ALLOW FOR CONSTRUCTION ACTIVITIES, THEY SHALL BE RE-INSTALLED IMMEDIATELY ON COMPLETION OF CONSTRUCTION ACTIVITY.
- SUFFICIENT REPLACEMENT SILT FENCE AND EROSION CONTROL BLANKET SHALL BE KEPT ON SITE DURING CONSTRUCTION FOR ROUTINE MAINTENANCE OF TEMPORARY EROSION AND SEDIMENT CONTROLS.
- ALL DISTURBED AREAS EXCEEDING SLOPES OF 6:1 SHALL BE PROTECTED WITH EROSION CONTROL BLANKET WITHIN 24 HOURS OF DISTURBANCE. DO NOT DISTURB MORE AREAS THAN CAN BE COMPLETED AND PROTECTED WITHIN 24 HOURS.
- CONTRACTOR SHALL MAINTAIN STAGING AND MATERIAL STOCKPILE AREAS AND WORK ZONES IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION.
- CONTRACTOR SHALL PROVIDE POTABLE WATER AND SIGN STATING WASH AREA NEAR CONSTRUCTION SITE ACCESS POINT(S) TO WASH OFF CONSTRUCTION VEHICLE TIRES WHEN EXITING THE CONSTRUCTION SITE.
- THE CONTRACTOR SHALL CONTROL WASTE, GARBAGE, DEBRIS, STORMWATER AND OTHER SUBSTANCES ON SITE SO THEY WILL NOT BE TRANSPORTED FROM THE SITE BY ACTION OF WIND STORM WATER RUNOFF OR OTHER FORCES. PROPER DISPOSAL AND MANAGEMENT OF ALL WASTES AND UNUSED CONSTRUCTION MATERIALS APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED IN ACCORDANCE WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
- ROADWAYS ADJACENT TO THE CONSTRUCTION SITE SHALL BE KEPT CLEARED OF MUD, DIRT AND ACCUMULATED SEDIMENT. CLEARED SEDIMENT SHALL BE RETURNED TO THE LIKELY POINT OF ORIGIN OR OTHER SUITABLE ON-SITE LOCATION.
- DAMAGES TO EXISTING IMPROVEMENTS, EXCAVATION AND / OR REMOVAL OF ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION SHALL BE KEPT TO A MINIMUM. EXISTING IMPROVEMENTS TO REMAIN DAMAGED DURING CONSTRUCTION SHALL BE RESTORED, RECONSTRUCTED, OR REPLACED BY CONTRACTOR, WITH NO ADDITIONAL PAYMENT MADE.

GENERAL EROSION CONTROL NOTES

- TEMPORARY CONSTRUCTION ENTRANCES AND SILT FENCING TO BE INSTALLED PRIOR TO EARTH MOVING ACTIVITIES.
- CONTRACTOR SHALL MONITOR THE PUBLIC ROADWAYS ON A DAILY BASIS FOR MUD, SOIL, SEDIMENT AND OTHER SUCH CONSTRUCTION RELATED POLLUTANTS THAT HAVE BEEN TRACKED OFF-SITE.
- CONTRACTOR SHALL REMOVE SAID MUD, SOIL, SEDIMENT AND OTHER SUCH CONSTRUCTION RELATED POLLUTANTS FROM THE PUBLIC ROADWAY.
- BULK FLUSHING WITH WATER TO REMOVE MUD AND DIRT FROM THE PUBLIC ROADWAY SHALL NOT BE ALLOWED AT ANY TIME.
- A CONCRETE WASHOUT BASIN SHALL BE CONSTRUCTED AND PROPERLY SIGNED PRIOR TO PLACING ANY CONCRETE ON SITE.
- THE CONCRETE WASHOUT BASIN IS SHOWN IN A SUGGESTED LOCATION. CONTRACTOR MAY NEED TO RELOCATE THE BASIN OR TO CONSTRUCT MULTIPLE BASINS AS NEEDED TO SERVE THE NEEDS OF THE PROJECT.
- ANY DISTURBED AREA LEFT UNTOUCHED FOR MORE THAN 14 CONSECUTIVE CALENDAR DAYS SHALL BE TEMPORARILY SEEDED AND COVERED WITH STRAW.
- ANY SLOPE STEEPER THAN A 3FT (HORZ.) TO 1FT (VERT) SHALL BE COVERED WITH AN EROSION CONTROL BLANKET AND SECURED TO THE GROUND PER THE MANUFACTURERS RECOMMENDATIONS AND INSTRUCTIONS.



TEMPORARY CONSTRUCTION ENTRANCE DETAIL

NO.	DATE	DESCRIPTION

CLIENT:
CITY OF BLOOMINGTON
Bloomington, IN
47403

DESIGN TEAM:
shrewsberry
REA

CERTIFIED BY:
[Signature/Stamp Area]

HOPEWELL INFRASTRUCTURE & SITE ENGINEERING
PHASE 1 EAST
CITY OF BLOOMINGTON, INDIANA 47403

DATE: 04/04/2022 PROJECT NO: 21-0049
DRAWN BY: RDR CHECKED BY: MDW
DRAWING STATUS: 95% PROGRESS SET
SHEET TITLE: STORMWATER POLLUTION PREVENTION PLAN
SHEET NO: C205



22-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH BCA ENVIRONMENTAL CONSULTANTS, LLC
FOR A PHASE I ENVIRONMENTAL SITE ASSESSMENT ON 320 W. 8th STREET

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the RDC approved a Purchase Agreement for the Property in Resolution 22-49 (“Project”); and
- WHEREAS, as part of the RDC’s due diligence the RDC requested that BCA Environmental Consultants, LLC (“BCA”) perform a Phase I Environmental Site Assessment in accordance with the most recent ASTM standard and the All Appropriate Inquiry (AAI) rule on the Property ; and
- WHEREAS, City Staff has negotiated an Agreement with BCA, for the Phase I in an amount not to exceed Two Thousand Eight Hundred Dollars (\$2,800.00), a copy of which is attached to this Resolution as Exhibit A (“Agreement”); and
- WHEREAS, Staff has brought the RDC a Amended Project Review and Approval Form (“Form”) regarding this project, which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the expenses above;

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

1. The RDC reaffirms its support of the Project, reiterates that the Project serves the public’s best interests, and finds that the acquisition of the Property is an appropriate use of the Consolidated TIF.

2. In order to investigate the environmental conditions of the Property pursuant to the Purchase Agreement, the RDC hereby approves payment of an amount not to exceed Two Thousand Eight Hundred Dollars (\$2,800.00) from the Consolidated TIF for the Phase I described in more detail in Exhibit A, to be payable in accordance with the terms of the Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, entered into on this ____ day of August, 2022, by and between the City of Bloomington Redevelopment Commission (the “City”), and BCA Environmental Consultants, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the City by and through the Bloomington Redevelopment Commission is considering purchasing 320 W. 8th Street, Bloomington, Indiana 47404 (the “Property”); and

WHEREAS, as part of its due diligence with respect to the Property, the City would like to obtain a Phase 1 Environmental Site Assessment in accordance with the most recent ASTM standard and the All Appropriate Inquiry (AAI) rule (“Services”); and

WHEREAS, the Contractor possesses the requisite skills to perform the requested Services and is willing to perform the Services pursuant to the terms and conditions set forth in this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual promises, covenants, and benefits set forth in this Agreement, and other good and valuable consideration, the receipt of which are hereby acknowledged by the parties, the City and Contractor agree as follows:

Article 1. Scope of Services

Contractor will complete the tasks associated with the Services as described in the Phase 1 Proposal, attached hereto and incorporated herein by reference as **Exhibit A**.

Article 2. Term of Agreement

This Agreement shall be for a term commencing on the effective date written above and expiring September 30, 2022, (“Term”) subject to earlier termination as herein provided. This Agreement, if not renewed in writing for an additional fixed period as agreed to by both parties, shall terminate when the Term expires.

Article 3. Standard of Care

Contractor shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Contractor’s profession in the location and at the time of the rendering of the services. Upon notice to Contractor, Contractor will—without additional compensation—correct any and all Services not meeting such a standard of care.

Article 4. 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 Contractor 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 5. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed a total of Two Thousand Eight Hundred Dollars (\$2,800.00).

Invoices may be sent monthly via first class mail postage prepaid or via email for work performed on each task as specified in **Exhibit A**.

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit invoices to:

Larry Allen
City of Bloomington
401 N. Morton, Suite 220
Bloomington, Indiana 47404
allenl@bloomington.in.gov

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.

Contractor 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 the Term of this Agreement as expired or is terminated.

Article 6. 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 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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the Contractor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the Contractor. Contractor shall not subcontract any part of the Services under this Agreement without the prior written permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional subconsultants or subcontractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction 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 Contractor 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 Contractor will be at the City's sole risk and without liability or legal exposure to Contractor. The City shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor 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

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 Contractor 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, Contractor 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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 City nor the Contractor 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 City and Contractor.

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

Contractor 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. Contractor 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 Contractor believes that a City employee engaged in such conduct towards the Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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 23. E-Verify

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

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

City:

City of Bloomington RDC
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47404

Contractor:

Leonard D. Hinrichs II
BCA Environmental Consultants
7202 E. 87th Street, Suite 110
Indianapolis, Indiana 46256

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

Article 25. Intent to be Bound

The City and Contractor 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 City and the Contractor. 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. Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as **Exhibit C**, affirming that Contractor has not engaged in any collusive conduct. **Exhibit C** is attached hereto and incorporated by reference as though fully set forth.

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
REDEVELOPMENT COMMISSION

BCA ENVIRONMENTAL
CONSULTANTS, LLC

Cindy Kinnarney, President

Leonard D. Hinrichs II,
Business Development Manager

Date

Date

EXHIBIT A

Phase 1 Proposal

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August 3, 2022

Mr. Larry Allen
Assistant City Attorney
401 N Morton St
Suite 220
Bloomington IN 47404

RE: Phase I Environmental Site Assessment – 320 W. 8th Street, Bloomington, Indiana

Dear Mr. Allen:

BCA Environmental Consultants, LLC (BCA) is pleased to present this proposal to City of Bloomington for performing a Phase I Environmental Site Assessment (ESA) of the property located at 320 W. 8th Street, Bloomington, Indiana. Based on the information we have the property is identified as a single parcel of land (# 53-05-33-309-003.000-005) totaling approximately 0.89 acres in size. Additional information from the Elevate Monroe County GIS property report card indicates that the site consists of a portion of the Showers Building along with a portion of the adjacent parking lot.

The Phase I ESA is an assessment of a site which identifies readily observable and historical environmental conditions resulting from past and / or current operations on or adjacent to the subject property, which could present a liability for the property owner / operator and create additional concerns for construction activities under current environmental regulations.

The ESA for the site would be performed in accordance with the most recent ASTM standard for Phase I ESAs (E1527-21) and the All Appropriate Inquiry (AAI) rule. The basic scope of work outlined in this proposal focuses on information necessary to support property transfer and is intended to support the demonstration of "ALL APPROPRIATE INQUIRY", status as a "BONA FIDE PROSPECTIVE PURCHASER" (BFPP) and good faith in establishing defense against claims under the Comprehensive Environmental Response Compensation Liability Act (CERCLA) should such a defense be required in the future. In addition, recommendations may be provided to the client with respect to identified potential environmental liabilities on or associated with the property.

The investigation will include, but may not be limited to, a review of site history, a review of public environmental records and a visual site survey as indicated in Table 1 of the attached Scope of Phase I Environmental Site Assessment Form, as such information is reasonably available.

An electronic copy of the written report will be provided to you which will detail the findings of the investigation and include a site diagram, photographs of relevant site features, conclusions, and recommendations.

BCA estimates the cost for performing the Phase I ESA will be \$2,800 which will be billed on a percent completion basis. **It is assumed that the client will provide “User Provided Information” as defined in the ASTM standard including a search for Environmental Liens and Activity Use Limitations (AUL’s).** BCA can order these searches for an **additional \$300.**

Please return a signed copy of the enclosed Proposal Acceptance Sheet with the appropriate information completed. Our current schedule allows us to start the project as soon as you authorize us to begin and complete it by the City's September 5, 2022 deadline. Please note that this proposal is valid for 120 days.

Thank you for the opportunity to earn your business. Please call me at (317) 749-0054 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard D. Hinrichs II". The signature is written in a cursive style with a large, sweeping initial "L".

Leonard D. Hinrichs II, LPG
Business Development Manager

Enclosures

**BCA ENVIRONMENTAL SITE ASSESSMENT
PROPOSAL ACCEPTANCE SHEET**

Project Name: Phase I ESA – Showers Building (SW Portion)

Project Location: 320 W. 8th Street, Bloomington, Indiana

Proposal Accepted by _____
(Signature and Title) _____ Date _____

City of Bloomington Redevelopment Commission

(Individual, Firm or Corporate Name)

Please Initial the statement which applies:

I will provide Environmental Lien and AUL search _____ LA

-or-

I authorize BCA to provide Environmental Lien and AUL search for this project at a cost of \$300 _____

Accepted this _____ day of _____, 2022

Property Owner Identification (If other than above):

Name: CFC Inc.

Address: 320 W. 8th Street, Suite 200, Bloomington, IN 47404

Attention: Teresa Hull Telephone (812) 332-0053 Cell: (812) 929-7458

Special instructions:

Send invoice to:

Name: Bloomington Redevelopment Commission

Address: 401 N. Morton Street, Suite 220, Bloomington, IN 47404

Attention: Larry Allen Telephone (812) 349-3557

Special invoicing instructions:

TABLE 1

ELEMENTS OF PHASE I ENVIRONMENTAL SITE ASSESSMENT BCA Environmental Consultants, LLC

The following elements are typically included in a Phase I Environmental Site Assessment that is based on **ASTM E1527-13**, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Not all items may be applicable or available for a specific site. Other items not listed may be included due to site-specific circumstances/information, or as requested by our client.

1.0 SUMMARY

2.0 INTRODUCTION

- 2.1 Location and Legal Description
 - 2.1.1 Site and Vicinity General Characteristics
 - 2.1.2 Current Uses of the Property
 - 2.1.3 Descriptions of Structures, Roads, Other Improvements
 - 2.1.4 Current Uses of the Adjoining Properties
- 2.2 Purpose
- 2.3 Detailed Scope-Of-Services
- 2.4 Significant Assumptions
- 2.5 Limitations and Exceptions
- 2.6 Special Terms and Conditions
- 2.7 User Reliance

3.0 USER PROVIDED INFORMATION

- 3.1 Chain of Ownership
- 3.2 Environmental Liens
- 3.3 Specialized Knowledge
- 3.4 Commonly Known or Reasonably Ascertainable Information
- 3.5 Valuation Reduction for Environmental Issues
- 3.6 Owner, Property Manager, and Occupant Information
- 3.7 Reason for Performing Phase I

4.0 RECORDS REVIEW

- 4.1 Standard Environmental Record Sources
- 4.2 Additional Environmental Records
- 4.3 Physical Setting
- 4.4 Historical Use Information on the Property
- 4.5 Historical Use Information on Adjoining Properties

5.0 SITE RECONNAISSANCE

- 5.1 Methodology and Limiting Conditions
- 5.2 General Site Setting
- 5.3 Exterior Observations
- 5.4 Interior Observations
- 5.5 Observations on Adjacent Properties

6.0 INTERVIEWS

- 6.1 Interview with Site Owner (PAST AND PRESENT)
- 6.2 Interview with Site Manager
- 6.3 Interview with Site Occupant
- 6.4 Interview with Local Government Official
- 6.5 Interview with Others (OPTIONAL)

7.0 EVALUATION

- 7.1 Findings
- 7.2 Opinion
 - 7.2.1 Contaminant Migration
 - 7.2.2 Evaluation of Identified Environmental Conditions
- 7.3 Conclusions
- 7.4 Deviations and Data Gaps
- 7.5 Additional Services/Investigations
- 7.6 Signatures of Environmental Professionals

8.0 NON-SCOPE SERVICES

- 8.1 Recommendations
- 8.2 Other Non-Scope Considerations (Examples)
 - 8.2.1 Asbestos-Containing Building Materials
 - 8.2.2 Radon
 - 8.2.3 Lead-Based Paint
 - 8.2.4 Lead in Drinking Water
 - 8.2.5 Wetlands
 - 8.2.6 Floodplains
 - 8.2.7 Regulatory Compliance (Health and Safety)
 - 8.2.8 Endangered Species Act
 - 8.2.9 Indoor Air Quality (Excluding Vapor Migration/Intrusion)
 - 8.2.10 Mold
 - 8.2.11 Per- and Polyfluoroalkyl Substances (PFAS)

Figures

- 1. Site Location Map (U.S.G.S Topographic Map)
- 2. Aerial Photograph

Photographs

Appendices

- A. Qualifications of Environmental Professionals
- B. All Appropriate Inquiry User Questionnaire
- C. Environmental Data Search
- D. Sanborn Fire Insurance Maps
- E. Historical Aerial Photographs
- F. City Directory Search
- G. Web Soil Survey Map and Unit Description
- H. Title Search Documents (if applicable)
- I. Relevant Past Environmental Records (if applicable)

EXHIBIT B

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 _____.
(job title) (company name)
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 _____, 2022.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

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.

BCA Environmental Consultants, LLC

By: _____
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 _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

Project Description: Project will involve purchase and potential renovation, if needed, of the portion of the Showers Complex currently occupied by CFC LLC located at 320 W. 8th Street. The property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations, including for fire and police personnel at its current location in the downtown.

Project Timeline: Purchase – 2022

Financial Information:

Estimated full cost of project:	\$9,250,000 \$9,317,800
Sources of funds:	Consolidated TIF (Downtown); New TIF Bond or PS LIT Bond

Project Phases:

Phase/Work to Be Performed	Cost	Timeline
1. Due Diligence	\$67,800	2022
1a. Tabor/Bruce Building Assessment	\$15,000	Aug. 2022
1b. BCA Phase 1 Environmental	\$2,800	Sept. 2022
1c. Springpoint Public Safety Analysis	\$50,000	TBD
2. Purchase	\$9,250,000	2022
2. Renovation	TBD	TBD

TIF District: Consolidated TIF (Downtown)

Resolution History: 22-49 Approval of Purchase Agreement
22-56 Phase 1 Environmental with BCA
22-57 Due Diligence Building Assessment with Tabor/Bruce
22-58 Public Safety Evaluation with Springpoint Architects

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

22-57
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AGREEMENT FOR DUE DILIGENCE INSPECTIONS OF 320 W. 8th STREET

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the RDC approved a Purchase Agreement for the Property in Resolution 22-49; and
- WHEREAS, prior to the RDC closing on the purchase of the Property, it is necessary to conduct inspections of the building, its systems, its roof, and its suitability for the City’s proposed uses as part of the RDC’s due diligence (“Services”); and
- WHEREAS, City staff have negotiated an agreement for the inspection of the Property with Tabor/Bruce Architecture and Design, Inc. (“Tabor/Bruce”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tabor/Bruce has agreed to perform assessments of the building for an amount not to exceed Fifteen Thousand Dollars (\$15,000.00); and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the due diligence services for the acquisition of the Property in accordance with the terms of the Agreement; and
- WHEREAS, it is in the public interest that the Services be undertaken and performed;

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

1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC finds that the above described expenditure is an appropriate use of the Consolidated TIF funds.
3. The RDC hereby approves the Agreement with Tabor/Bruce, and the RDC authorizes payment in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for the Services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
TABOR/BRUCE ARCHITECTURE & DESIGN, INC.**

This Agreement, entered into on this ____ day of August, 2022, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as the “RDC”), and Tabor/Bruce Architecture & Design, Inc. (hereinafter referred to as “Tabor/Bruce”),

WITNESSETH:

WHEREAS, the RDC is in the process of obtaining due diligence on the property and building described and depicted in Exhibit A; and

WHEREAS, as part of that due diligence process, the RDC desires to have assessments and inspections conducted, including but not limited to a mechanical system assessment, building exterior assessment, and code compliance for ingress and egress be completed; and

WHEREAS, Tabor/Bruce is qualified, willing, and able to conduct the Investigatory Services for the Commission.

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

Article 1. Scope of Services:

Tabor/Bruce shall provide investigatory services, including a mechanical system assessment, building exterior assessment, and code compliance for ingress and egress (“Investigatory Services”) for the building described and depicted in Exhibit A. These Investigatory Services shall be completed in accordance with the following:

Building Exterior Assessment:

- Tabor/Bruce, or their sub-contractor, will conduct an exterior building envelope assessment for all elevations of the building. This assessment will include roof, walls, tuck-pointing, doors, and windows.
- Tabor/Bruce will provide the RDC with a Building Exterior Assessment Report including all deficiencies discovered as part of the assessment and the associated cost to address them.

Mechanical System Assessment:

- Tabor/Bruce, or their sub-contractor, will conduct an assessment of the mechanical systems for the building. This assessment will include HVAC, solar, electrical, and plumbing systems.
- If no solar is installed, Tabor/Bruce or their sub-contractor will conduct an assessment of the potential for installation of solar on the roof of the building. Potential solar shall include estimated number of panels, cost, and potential kilowatt hours (kWh) of production.
- Tabor/Bruce will provide the RDC with a Mechanical System Assessment Report that will include an introductory analysis of existing construction, a summary of the findings of the investigation, an explanation of all means and methods used during the investigation, a conclusion identifying the problem areas, situations, deterioration, or possible deterioration encountered, and the associated costs to address all deficiencies discovered as part of the assessment.

Building Code Review for Existing Components

- Tabor/Bruce, or their sub-contractor, will conduct an assessment of the buildings compliance to any applicable building codes. This assessment will include all elements of the building.
- Tabor/Bruce will provide the RDC with a Report on the buildings compliance that will include a summary of the findings of the investigation and a conclusion identifying the associated costs to address all deficiencies discovered as part of the assessment.

CALEA-certification Review

- Tabor/Bruce will provide the RDC with a spatial needs analysis of the building to determine its suitability for a Commission on Accreditation for Law Enforcement Agencies, Inc. (“CALEA”) certified police headquarters, taking into consideration departmental needs projected over the next ten (10) years in accordance with the list in Exhibit B.
- Tabor/Bruce shall work with the City to identify a licensed subcontractor to help with the CALEA spatial needs analysis.

Tabor/Bruce shall diligently pursue its 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.

Tabor/Bruce shall complete all work required under this Agreement on or before August 26, 2022, unless the parties mutually agree to a later completion date.

In the performance of Tabor/Bruce’s work, Tabor/Bruce agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with J.D. Boruff, Bloomington Facilities Manager, as Project Manager (“Project Manager”). Tabor/Bruce agrees that any information or documents, including digital GIS information, supplied by the City

pursuant to Article 3, below, shall be used by Tabor/Bruce for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Tabor/Bruce 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. The RDC shall be the sole judge of the adequacy of Tabor/Bruce's work in meeting such standards, however, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Tabor/Bruce and by mutual agreement between the parties, Tabor/Bruce will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the RDC: The RDC shall provide all necessary information regarding requirements for the Services, including coordinating access to the project sites as is necessary for Tabor/Bruce to perform its work. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Tabor/Bruce shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The RDC shall pay Tabor/Bruce for all fees and expenses an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

Upon completion of the Services set forth in Article 1, Tabor/Bruce shall submit an Invoice to the RDC.

Tabor/Bruce shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleva@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Tabor/Bruce within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC 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 RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

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

Article 7. Identity of the Consultant: Tabor/Bruce acknowledges that one of the primary reasons for its selection by the RDC to perform the duties described in this Agreement is the qualification and experience of Tabor/Bruce. Tabor/Bruce thus agrees that the services to be done pursuant to this Agreement shall be performed by Tabor/Bruce. Tabor/Bruce shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of Tabor/Bruce's personnel or proposed outside professional sub-consultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Tabor/Bruce shall represent the best judgment of Tabor/Bruce based upon the information currently available and upon Tabor/Bruce's background and experience with respect to projects of this nature. It is recognized, however, that neither Tabor/Bruce nor the RDC 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, Tabor/Bruce cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 9. Reuse of Instruments of Service: All documents, including but not limited to, drawings, specifications and computer software prepared by Tabor/Bruce 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 RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Tabor/Bruce will be at the RDC's sole risk and without liability or legal exposure to Tabor/Bruce. The Commission shall indemnify, defend, and hold harmless Tabor/Bruce against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Tabor/Bruce will entitle Tabor/Bruce to additional compensation at rates to be agreed upon by the RDC and Tabor/Bruce.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Tabor/Bruce and furnished to the RDC

as part of the Services shall become the property of the RDC. Tabor/Bruce shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Tabor/Bruce.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Tabor/Bruce 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 RDC. Tabor/Bruce 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 12. Indemnification: Tabor/Bruce shall indemnify and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Tabor/Bruce 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 \$2,000,000 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 RDC, and the officers, employees and agents of each shall be named as insured 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 affected by the City will be called upon to contribute to a loss hereunder.

Tabor/Bruce shall provide evidence of each insurance policy to the RDC. Approval of the insurance by the RDC’s Project Manager shall not relieve or decrease the extent to which Tabor/Bruce may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Tabor/Bruce fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at the RDC’s election to forthwith terminate the Agreement.

Article 14. Conflict of Interest: Tabor/Bruce declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Tabor/Bruce agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the RDC nor Tabor/Bruce shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Tabor/Bruce may assign its rights to payment without the RDC's consent. 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 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Tabor/Bruce.

Article 19. 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 20. Non-Discrimination: Tabor/Bruce shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Tabor/Bruce 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. When appropriate, Tabor/Bruce shall advise the RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Tabor/Bruce shall proceed using its best judgment only after attempting to resolve any

such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. E-Verify. Tabor/Bruce 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). Tabor/Bruce shall sign an affidavit, attached as Exhibit B, affirming that Tabor/Bruce 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.

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

Tabor/Bruce shall require any subcontractors performing work under this contract to certify to the Tabor/Bruce 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. Tabor/Bruce shall maintain on file all subcontractors’ certifications throughout the term of the contract with the City.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Larry Allen
City of Bloomington RDC
401 N. Morton, Suite 220
Bloomington, IN 47402

Tabor/Bruce:

Doug Bruce
Tabor/Bruce Architecture & Design, Inc.
1101 South Walnut Street
Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Tabor/Bruce.

Article 24. Intent to be Bound: The RDC and Tabor/Bruce each bind 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 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and Tabor/Bruce. 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.

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

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

Beth Cate, Corporation Counsel

Date

Date

TABOR/BRUCE ARCHITECTURE & DESIGN, INC.

Doug Bruce, President

Date

EXHIBIT A

Property Description

The building located at 320 W. 8th Street, Bloomington, Indiana on Parcel Number 53-05-33-309-003.000-005. The legal description for the property is 013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3 of the City of Bloomington, Indiana as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as CFC portion of the Showers Office Building.



EXHIBIT B
Due Diligence Spatial Analysis Scope of Services
CFC Showers Building
Police Headquarters

Consultant will perform a due diligence spatial needs analysis of the CFC Showers building to determine its suitability for a CALEA certified Police Headquarters, taking into consideration departmental needs projected over the next ten (10) years including:

1. An analysis of the operational capacity of the building including its capacity for:
 - a. Reception;
 - b. Conference room;
 - c. Offices;
 - d. Cells for detainees;
 - e. Interview rooms;
 - f. Record storage;
 - g. Evidence storage;
 - h. Communications Center;
 - i. Restrooms;
 - j. Lockers and storeroom for storing equipment;
 - k. Kitchenette;
 - l. Supply storage;
 - m. IT space – computer mechanicals, copier/printer
2. An analysis of the operational capacity of the site including:
 - a. Parking;
 - b. Ingress and egress of emergency vehicles;
 - c. Safety and security
3. The approximate cost of retrofitting the building to accommodate a CALEA certified police headquarters.

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

Project Description: Project will involve purchase and potential renovation, if needed, of the portion of the Showers Complex currently occupied by CFC LLC located at 320 W. 8th Street. The property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations, including for fire and police personnel at its current location in the downtown.

Project Timeline: Purchase – 2022

Financial Information:

Estimated full cost of project:	\$9,250,000 \$9,317,800
Sources of funds:	Consolidated TIF (Downtown); New TIF Bond or PS LIT Bond

Project Phases:

Phase/Work to Be Performed	Cost	Timeline
1. Due Diligence	\$67,800	2022
1a. Tabor/Bruce Building Assessment	\$15,000	Aug. 2022
1b. BCA Phase 1 Environmental	\$2,800	Sept. 2022
1c. Springpoint Public Safety Analysis	\$50,000	TBD
2. Purchase	\$9,250,000	2022
2. Renovation	TBD	TBD

TIF District: Consolidated TIF (Downtown)

Resolution History: 22-49 Approval of Purchase Agreement
22-56 Phase 1 Environmental with BCA
22-57 Due Diligence Building Assessment with Tabor/Bruce
22-58 Public Safety Evaluation with Springpoint Architects

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

22-58
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AGREEMENT FOR PUBLIC SAFETY EVALUATION OF 320 W. 8th STREET

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the RDC approved a Purchase Agreement for the Property in Resolution 22-49; and
- WHEREAS, prior to the RDC closing on the purchase of the Property, it is necessary to conduct a public safety feasibility analysis with a licensed architect as part of the RDC’s due diligence (“Services”); and
- WHEREAS, City staff have negotiated an agreement for the public safety analysis of the Property with Springpoint Architects (“Springpoint”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Springpoint has agreed to perform public safety analysis of the building for an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the due diligence services for the acquisition of the Property in accordance with the terms of the Agreement; and
- WHEREAS, it is in the public interest that the Services be undertaken and performed;

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

1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC finds that the above described expenditure is an appropriate use of the Consolidated TIF funds.
3. The RDC hereby approves the Agreement with Springpoint, and the RDC authorizes payment in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for the Services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
POLICE DEPARTMENT
AND
SPRINGPOINT ARCHITECTS**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Police Department (the “Department”), and Springpoint Architects (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to enter into a contract for the provision of certain services; and

WHEREAS, the Department requires the services of a professional consultant in order to perform said services (the “Services” as further defined below); and

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

WHEREAS, Consultant is willing and able to provide such Services to the Department;

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 Services,” 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 consistent with the Standard of Care identified in Article 2.

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 Mike Diekhoff as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, 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 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 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 Consultant in accordance with the terms outlined in Exhibit A. However, under no circumstance shall the compensation associated with this Agreement exceed fifty thousand dollars (\$50,000).

Consultant shall invoice the Department. The invoice shall be sent to:

Bloomington Police Department
220 E. Third Street
Bloomington, Indiana 47401

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within thirty (30) days of receipt of invoice.

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 perform the Services according to the schedule set forth in Exhibit A.

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 Consultant. 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 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 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: Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department, or, alternatively, unless Consultant has specifically identified the subcontractor in Exhibit A. 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 construction cost to be 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 Department 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, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the 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 Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by Consultant will entitle Consultant to additional compensation at rates to be agreed upon by the Department and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by 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 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

sub-contractors 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.

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. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile 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.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department 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 Department’s required proof that the insurance has been procured and is in force and paid for, the Department 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. 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.

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 City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City 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 City shall terminate the contract, unless the City 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 City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City 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 City.

Article 24. Notices: Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:

City of Bloomington Police Department
Attn: Mike Diekhoff
220 E. Third Street
Bloomington, IN 47401

Consultant:

Springpoint Architects
Attn: Jayne York
522 W. 2nd Street
Bloomington, IN 47403

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. 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

Beth Cate, Corporation Counsel

SPRINGPOINT ARCHITECTS

Jayne York, Secretary
Signature and Title

Jayne York
Printed Name

CITY OF BLOOMINGTON POLICE DEPARTMENT

Michael Diekhoff, Chief

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Signature, Commission President

EXHIBIT A
SCOPE OF SERVICES

During the due diligence period, consultant will perform a due diligence spatial needs analysis of the CFC Showers building to determine its suitability for a CALEA certified Police Headquarters, taking into consideration departmental needs projected over the next ten (10) years including:

1. An analysis of the operational capacity of the building including its capacity for:
 - a. Reception;
 - b. Conference room;
 - c. Offices;
 - d. Cells for detainees;
 - e. Interview rooms;
 - f. Record storage;
 - g. Evidence storage;
 - h. Communications Center;
 - i. Restrooms;
 - j. Lockers and storeroom for storing equipment;
 - k. Kitchenette;
 - l. Supply storage;
 - m. IT space – computer mechanicals, copier/printer; and
 - n. Compliance with all rules, regulations, and other applicable law governing buildings utilized by law enforcement agencies.
2. An analysis of the operational capacity of the site including:
 - a. Parking;
 - b. Ingress and egress of emergency vehicles;
 - c. Safety and security; and
 - d. Compliance with all rules, regulations, and other applicable law governing buildings utilized by law enforcement agencies.
3. The approximate cost of retrofitting the building to accommodate a CALEA certified police headquarters.

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Secretary of Springpoint Architects
(job title) (company name)
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.

Jayne York
Signature
Jayne York
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)



LAURA NOE
Notary Public, State of Indiana
Commission # **NE0681103**
My Commission Expires
March 4, 2024

Before me, a Notary Public in and for said County and State, personally appeared Jayne York and acknowledged the execution of the foregoing this 12th day of August, 2022.

Laura Noe
Notary Public's Signature
Laura Noe
Printed Name of Notary Public
My Commission Expires: March 4, 2024
County of Residence: Monroe
Commission No.: NE0681103

EXHIBIT C

STATE OF _____)

) 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 12th day of August, 2022.

SPRINGPOINT ARCHITECTS

By: Jayne York
Jayne York, Secretary

STATE OF Indiana)

) SS:

COUNTY OF Monroe)



LAURA NOE
Notary Public, State of Indiana
Commission # **NE0681103**
My Commission Expires
March 4, 2024

Before me, a Notary Public in and for said County and State, personally appeared Jayne York and acknowledged the execution of the foregoing this 12th day of August, 2022.

Laura Noe
Notary Public's Signature

Laura Noe
Printed Name of Notary Public

My Commission Expires: March 4, 2024
County of Residence: Morgan
Commission No.: NE0681103

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

Project Description: Project will involve purchase and potential renovation, if needed, of the portion of the Showers Complex currently occupied by CFC LLC located at 320 W. 8th Street. The property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations, including for fire and police personnel at its current location in the downtown.

Project Timeline: Purchase – 2022

Financial Information:

Estimated full cost of project:	\$9,250,000 \$9,317,800
Sources of funds:	Consolidated TIF (Downtown); New TIF Bond or PS LIT Bond

Project Phases:

Phase/Work to Be Performed	Cost	Timeline
1. Due Diligence	\$67,800	2022
1a. Tabor/Bruce Building Assessment	\$15,000	Aug. 2022
1b. BCA Phase 1 Environmental	\$2,800	Sept. 2022
1c. Springpoint Public Safety Analysis	\$50,000	TBD
2. Purchase	\$9,250,000	2022
2. Renovation	TBD	TBD

TIF District: Consolidated TIF (Downtown)

Resolution History: 22-49 Approval of Purchase Agreement
22-56 Phase 1 Environmental with BCA
22-57 Due Diligence Building Assessment with Tabor/Bruce
22-58 Public Safety Evaluation with Springpoint Architects

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____