

October 17, 2022, Regular Meeting Minutes
HOBART REDEVELOPMENT COMMISSION

President Carla Houck called the October 17, 2022, regular meeting of the Redevelopment Commission (RDC) to order at 8:35 a.m. The meeting was held in the City Council Chambers at City Hall, and also via Zoom with the public issued a dial-in number to allow listening and participation capabilities. The Pledge of Allegiance was recited. Members present: Carla Houck, Shawn Kelly, Marsha Plesac, and Stuart Schultz. Members absent: Matthew Claussen and Pam Broadaway. Also present: Beth Jacobson, Director of Development; Ryan Cook, RDC Attorney; Heather McCarthy, City Attorney; Jake Dammarell, Butler Fairman & Seufert (BF&S); Brandon Towle, BF&S; Brian Snedecor, Mayor; Deborah Longer, Clerk-Treasurer; Phil Gralik, City Engineer; and Dawn Hostetler, RDC Recording Secretary.

Under **Approval of Agenda**, a motion was made by Ms. Plesac to approve the agenda as presented; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

Regarding the **Minutes of September 19, 2022, Regular Meeting**, a motion was made by Ms. Plesac to approve the September 19, 2022, Regular Meeting minutes as presented; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

Regarding the **Treasurer's Report**, the September investment statements for Fund 4445 (*formerly 406*) and Fund 4450 (*formerly 410*), plus the most current fund & appropriation reports for Fund 4445, Fund 4450, Fund 4455 (*formerly 412*), and Fund 2527 (*formerly 250*) were distributed in the RDC meeting packet. Ms. Longer stated that the 2023 budget was submitted to the Gateway system as approved by the RDC. Ms. Houck asked if there is an opportunity for the Commission to receive some return on investments. Ms. Longer said she hopes so and indicated that she is keeping an eye on the stock market, which has been unstable recently.

There was no **Old Business**.

Under **New Business**, the first item was the **TRAX Project – Status Report**. Ms. Jacobson stated that neither Mr. Lorig nor Mr. Wolverton of American Structurepoint was able to attend today's meeting; however, Mr. Lorig provided a written project update to staff. She thanked Ms. Longer, Mr. Gralik, and Structurepoint for their time and effort in preparing and submitting a grant application to the Federal Railroad Administration. She said she believes INDOT has requested every municipality that was awarded Local Trax funds to apply for this additional grant. She indicated that in the event the City is not awarded this grant, the hope is that another community is awarded so additional funds can be freed up through the Local Trax program to cover the increase in the project cost. Ms. Jacobson noted that the City is exploring several options to come up with a solution to cover the cost increase without fully burdening the City or INDOT. She stated that the status report from Structurepoint indicates that the current deadline for final tracings is November 4th.

Regarding the **Approval of License Agreements – 200 Main & 206 Main**, Ms. Jacobson stated that Attorney Cook has prepared a license agreement for each business that will be using the new dumpster enclosure once completed. She said both license agreements have been approved by the Park Board, and will need to be approved by the RDC and Board of Works as well. She indicated that both property owners have agreed to the terms of the contract, and the owner of 200 Main Street (TDT Holdings) has signed and notarized the agreement. She noted that the owner of 206 Main Street (JR&T Properties) is currently overseas, but has provided an electronic

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signature and will be sending the signed and notarized agreement in the mail. Ms. Jacobson stated that the agreements state that the enclosure will be located on Parks Department property, but the RDC will own the enclosure. Both companies will be allowed to use the enclosure and will be responsible for maintaining and servicing their own dumpster. Additionally, the agreement stipulates that each property owner must take care not to cause damage to any part of the enclosure. She said she will be requesting site plan approval from the Plan Commission for this project as an agent of the RDC as authorized by the Park Board. She indicated that a Certificate of Appropriateness (COA) is not needed from the Historic Preservation Commission since the site location is outside the boundaries of the historic district. Ms. Houck asked if the new enclosure will have insurance coverage. Ms. Jacobson said she believes all RDC property is covered under the City's insurance policy. Ms. Longer confirmed that the enclosure would be covered by the City's policy, which includes a deductible of about \$200,000.

A motion was made by Ms. Plesac to approve the License Agreement for 200 Main Street (TDT Holdings, LLC); seconded by Mr. Kelly. All ayes; motion carried. (3-0)

A motion was made by Ms. Plesac to approve the License Agreement for 206 Main Street (JR&T Properties, LLC); seconded by Mr. Kelly. All ayes; motion carried. (3-0)

The next item of business was the **Authorization to Seek Bids for Lakefront Park Refuse Enclosure**. Mr. Dammarell indicated that authorization is needed to allow the RDC to seek bids for this project. He said sealed bids will be due to the Clerk-Treasurer's Office at 10:00 a.m. on November 17th. He stated that the project is to be substantially complete on or before May 12, 2023. He noted that there are some materials, mainly the gates, with substantial lead times that need to be ordered and manufactured, so it is important to get this process started as soon as possible. Upon authorization by the RDC, the advertisement will be circulated to the newspapers for contractors to then reply with their price proposals. A motion was made by Mr. Kelly to approve the authorization to seek bids for the Lakefront Park Refuse Enclosure project; seconded by Ms. Plesac. All ayes; motion carried. (3-0)

The next item of business was the **Approval of BF&S Professional Services Agreement – 61st & 69th Avenue Landscape/Hardscape**. Ms. Jacobson stated that a draft of this agreement was included in the RDC meeting packet. She reminded the Commission that the original intent was to bid the landscape and hardscape for the two existing roundabouts and the two upcoming roundabouts all as one package. However, due to the current conditions of the existing roundabouts, a decision was made to prioritize these two locations and make the necessary improvements sooner. She stated that BF&S has prepared a professional services agreement for the landscape and hardscape design of the 61st Avenue phase 3 corridor along with the 69th Avenue and Colorado Street roundabout. She indicated that there are some issues with the agreement that staff is working through with BF&S. Attorney McCarthy cautioned that the agreement has not had legal review. She noted that she received this agreement last week and requested any future contracts be distributed sooner to allow for legal review especially if there are exceptions to the City's policies. She said this would allow the RDC to review a version of the document that has been approved by the legal department rather than a draft that will likely be amended. Ms. Jacobson acknowledged that there may be some revisions to the agreement, specifically regarding lump sum versus hourly rate payment, but she wanted to present it to the Commission due to the limited timeline. She noted that there is a desire to have this work

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completed in the spring rather than next fall, so there is a need to approve the agreement sooner rather than later. She stated that she did not have an opportunity to discuss with Attorney McCarthy this morning prior to the meeting, but she would like to request that the RDC approve the professional services agreement contingent upon legal review and resolution of the terms of the contract. She noted that she wanted to include the draft agreement in the meeting packet so that the RDC had an opportunity to at least read through it knowing that there are certain details that are still being worked out. Attorney McCarthy said she does not want to do anything to disadvantage the City, so she is fine with the agreement being ratified at a later date if the RDC approves contingent upon legal review. She noted that the City has implemented an hourly fee schedule policy. She said in some circumstances, there is good reason to allow a lump sum payment contract. Ms. Houck asked what action the RDC is being asked to take at this time. Attorney McCarthy indicated that the agreement is essentially the base contract established by the legal department. She explained that the City's base contract includes standard language for all agreements whether it is for engineering or professional services. Additionally, the legal department has implemented an hourly not-to-exceed payment policy that is incorporated into the base contract to keep track of how the City is billed. She said that although the base contract is the same for all contractors, there are appendices to each contract that lay out the work schedule as well as the expectations of both the contractor and the City, which are specific to each project. She stated that it is these appendices that the staff and the legal department primarily review to make sure the scope is feasible and meets all the legal criteria. Attorney McCarthy said the issue with this particular agreement is not the base contract, but rather the appendices, which contain exceptions to the City's standard policy. Ms. Houck asked if the Commission's motion should include language that it is subject to further review. Attorney McCarthy stated that it should be subject to legal approval knowing that there might be some changes that need to be made. Mayor Snedecor stated that he believes that if the Commission approves the agreement subject to legal review and modification, it could also authorize the mayor to sign the contract so the project could move forward without waiting for approval at the next meeting. He suggested that the Commission should determine whether they are willing to consider an hourly not-to-exceed amount subject to the mayor's approval. Attorney McCarthy indicated that she does not know why a lump sum payment would be more beneficial in the context of this particular contract. Mayor Snedecor noted that this is a professional services agreement, so it allows for more flexibility than a bid contract. Ms. Houck suggested that the RDC's motion approving the agreement could be subject to legal review thereby authorizing the mayor to make final approval. Mayor Snedecor requested that the Commission include guidelines regarding the amount it is authorizing. Ms. Jacobson stated that the total lump sum amount identified in the contract is \$29,300. She asked Mr. Dammarell what an hourly not-to-exceed fee schedule might be for this contract. Mr. Dammarell stated that BF&S is proposing a lump sum fee of \$29,300 broken down into hardscape design at \$15,300, landscape design at \$11,400, and road evaluation at \$2,600. He said the agreement was not prepared with an hourly not-to-exceed fee schedule, so he cannot speak to what that figure would be. He noted that the issue of a lump sum versus an hourly not-to-exceed amount is the main point of concern that needs to be discussed and resolved. Attorney McCarthy stated that the motion should include an amount not to exceed \$29,300 regardless of a lump sum or hourly fee schedule.

A motion was made by Ms. Plesac to approve the BF&S professional services agreement for 61st Avenue and 69th Avenue landscape and hardscape in an amount not to exceed \$29,300 subject to

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legal review thereby authorizing the mayor to make final approval; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

The next item of business was the **Approval of Education & Workforce Training Grant Report (#3-2022) – River Forest Community School Corporation (RFCSC)**. Ms. Hostetler stated that this is the third quarter report from RFCSC for their 2022 grant (*Ingot Print 3D*). They have indicated in this report that the 3D printer is currently being utilized by students in the Computer Science classes as well as after-school programs. The Computer Science students have created miniature replicas of ancient Egyptian artifacts for use in the World History classes, in which there are a total of 168 students enrolled. They have also created door stops for use in the event of a security threat and are looking into designing other security devices to improve school safety. Additionally, students are working on various prototypes of devices to secure computer cables for the Technology Department and are researching ways to use the 3D printer for other community needs. A motion was made by Mr. Kelly to approve the Education & Workforce Training Grant Report (#3-2022) from RFCSC; seconded by Ms. Plesac. All ayes; motion carried. (3-0)

Regarding the **Request for Reimbursement (RFCSC) - 2022 Education & Workforce Training Grant**, Ms. Hostetler stated that RFCSC has submitted a request for reimbursement for their 2022 grant in the amount of \$3,408.66, which is the total amount awarded for this grant. She said all expenditures have been made and all necessary documentation has been provided. A motion was made by Ms. Plesac to approve grant payment to RFCSC in the amount of \$3,408.66; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

Regarding the **Approval of Education & Workforce Training Grant Report (#3-2022) – School City of Hobart**, Ms. Hostetler stated that this is the third quarter report from the SCOH for their 2022 grant (*Brickie Makers*). They have indicated in this report that the maker carts were finally received in late July after a long delay due to global supply chain issues. A total of 287 maker kits have been assembled for use by elementary students this school year. A motion was made by Ms. Plesac to approve the Education & Workforce Training Grant Report (#3-2022) from SCOH; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

The next item of business was the **Approval of Revised Audiss Landscape Agreement and Plans**. Ms. Jacobson reminded the Commission that it previously approved a landscape settlement agreement for this property owner to install a landscape buffer between his property and the Colorado Street and 69th Avenue roundabout. She stated that the homeowner was not able to complete the landscape work in a timely fashion; therefore, the previous agreement was deemed null and void. She said Mr. Audiss has indicated that he still intends to complete the work. Ms. Jacobson stated that included in the RDC meeting packet is a revised agreement, which includes a more definitive deadline for completion. She said he has provided a revised landscape plan and quote from Hubinger Landscaping, which have been reviewed and approved by the Parks Director and City Engineer. The revised quote from Hubinger is \$10,596, and the agreement allows the property owner to be reimbursed an amount not to exceed \$9,500; therefore, the property owner is responsible for the overage amount of \$1,096. The agreement includes a work completion deadline of December 15, 2022. Once complete, the work will be inspected before the RDC takes action to reimburse.

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Ms. Houck questioned if the plants would survive given the condensed time table for completing this work. She asked if the agreement stipulates that the RDC and City are not responsible if the plants do not survive. Ms. Jacobson confirmed that neither the RDC nor the City is responsible for maintenance or plant failure. Attorney Cook addressed Ms. Houck's concern regarding the timeline for completion. He noted that it has been more than two years since the original agreement was executed. He said upon discussion with Ms. Jacobson, they agreed that since Mr. Audiss and Hubinger Landscaping are both willing to complete the work yet this year, it would be appropriate to set a fall deadline for completion. Attorney Cook stated that upon speaking with Mr. Audiss, he did not seem concerned about having a fall deadline. He said the initial proposed deadline was November; however, Mr. Audiss responded that Hubinger indicated that they could complete the work by December 15th. Ms. Jacobson said she wanted to make it clear that this is not an open-ended agreement and that a resolution is needed one way or another. She stated that if Mr. Audiss decides that he no longer wants to move forward with the landscape work, then the agreement should be terminated. Ms. Houck asked Attorney Cook if the property owner could restart this process again in the spring if the landscape is not installed by the fall deadline. Attorney Cook stated that the agreement is drafted such that if Mr. Audiss does not complete the work by December 15th, he will have expressly waived any right to obtain this landscape reimbursement. Ms. Jacobson indicated that the RDC could potentially entertain the idea again at a later date, but it is not committed to do so.

A motion was made by Ms. Plesac to approve the revised Audiss landscape plans; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

A motion was made by Mr. Kelly to approve the Amended Audiss Landscape Settlement Agreement in an amount not to exceed \$9,500; seconded by Ms. Plesac. All ayes; motion carried. (3-0)

Regarding the **Approval of Change Order #12 - 69th Avenue Improvement Project (A - Road)**, Mr. Towle stated this is the final change order for this contract, which is needed to adjust the unit quantities identified in the contract to reflect the actual field measurements. He indicated that the change order is for a contract deduction amount of \$272,372.76, so the revised final contract amount is \$3,967,742.04, which is about \$113,500.00 under the original bid contract. A motion was made by Ms. Plesac to approve change order #12 in a contract deduction amount of \$272,372.76; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

The next item of business was the **Approval of Pay Estimate #18 (G.E. Marshall) 69th Avenue Improvement Project (A - Road)**. Mr. Towle reminded the Commission that the retainage has been released, so this is the final pay estimate for this contract. He said this pay estimate is for overseeding and other minor punch list items that were generated from the walk-through. The total amount of pay estimate #18 is \$15,292.50. A motion was made by Mr. Kelly to approve pay estimate #18 in the amount of \$15,292.50; seconded by Ms. Plesac. All ayes; motion carried. (3-0)

Ms. Jacobson reviewed the invoices on the **Register of Claims**. A motion was made by Mr. Kelly to approve the register of claims in the amount of \$5,068.66; seconded by Ms. Plesac. All ayes; motion carried. (3-0)

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<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Claimant</u>	<u>Amount</u>
8/31/2022	16342M-2	Eichhorn & Eichhorn	\$620.00
8/31/2022	16345M-4	Eichhorn & Eichhorn	\$960.00
8/31/2022	16340M-4	Eichhorn & Eichhorn	\$80.00
9/14/2022	N/A	RFCSC	\$3,408.66
Total:			\$5,068.66

Regarding the Approval of 2020 Bond Register of Claims, Requisition No. 37 includes three payments to Eichhorn & Eichhorn: Invoice 16533M-3 in the amount of \$200.00 for legal services related to the 69th Avenue project, invoice 16534M-3 in the amount of \$840.00 for legal services related to the 61st Avenue & Marcella Boulevard project, and invoice 16346M-4 in the amount of \$80.00 for legal services related to the Local Trax project; one payment to INDOT: Invoice 73119 in the amount of \$19,907.10 for right-of-way services related to the Local Trax project; one payment to G.E. Marshall: Pay estimate #18 in the amount of \$15,292.50 for construction costs related to the 69th Avenue project; and one payment to the Board of Works in the amount of \$50,400.00 for reimbursement of TIF eligible parcel acquisition payment related to the 61st Avenue & Marcella Boulevard project. A motion was made by Ms. Plesac to approve Requisition No. 37 in the amount of \$86,719.60; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

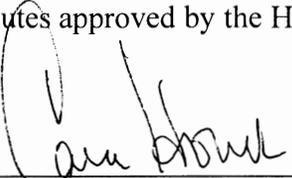
The next item of business was the Approval of Economic Development Revenue Bond, Series 2022 Register of Claims, which is the 82nd Avenue construction fund for the Albanese bond. Requisition No. 4 includes a reimbursement to the Board of Works in the amount of \$25,149.96 for payment to NIES Engineering for engineering work, and a payment to Eichhorn & Eichhorn (Invoice 16699M-1) in the amount of \$40.00 for legal services. A motion was made by Ms. Plesac to approve Requisition No. 4 in the amount of \$25,189.96; seconded by Mr. Kelly. All ayes; motion carried. (3-0)

Staff Report – Ms. Jacobson gave a brief update on the 82nd Avenue extension project. She stated that staff is currently waiting for the owner of the 7-Eleven/Speedway to sign the right-of-way agreement. Mr. Gralik noted that the construction contract is ready for the Board of Works to approve, but they cannot do so until the right-of-way is secured. Ms. Jacobson said she would update the Commission once the agreement is signed and the project can move forward.

Adjournment - The meeting was adjourned at 9:15 a.m.

Minutes were prepared by Dawn Hostetler, Clerical Assistant to the Director of Development.

Minutes approved by the Hobart Redevelopment Commission on 11/21/22.



Carla Houck, President



Attest: **MARSHA PLESAC, SECRETARY**