

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
November 3, 2014
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 6, 2014 and October 21, 2014
- III. EXAMINATION OF CLAIMS** – October 10, 2014 for \$93,598.85 and October 24, 2014 for \$55,485.10
- IV. EXAMINATION OF PAYROLL REGISTERS-** October 3, 2014 for \$28,137.67
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
- VI. UNFINISHED BUSINESS**
 - None.
- VII. NEW BUSINESS**
 - RESOLUTION 14-42:** Approval of maintenance funds for the BCT.
- VIII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, met on Monday, October 6, 2014 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with David Walter presiding

- I.** Commissioners Present: David Walter, Elizabeth Kehoe, John West, and Michael Gentile
Commissioners Absent: Sue Sgambelluri and Kelly Smith
Staff Present: Lisa Abbott, Christina Finley, Marilyn Patterson, and Bob Woolford
Other (s) Present: Danise Alano-Martin, Thomas Cameron, Chris Wheeler, Lynn Coyne, and Gordan Hendry
- II. READING OF THE MINUTES** –Elizabeth Keho made a motion to accept the September 8, 2014 minutes. John West seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – John West made a motion to approve the claims for September 12, 2014 for \$76,945.05 and September 26, 2014 for \$46,345.36. Michael Gentile seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS**- Michael Gentile made a motion to approve the payroll registers for September 5, 2014 for \$26,954.44 and September 19, 2014 for \$26,856.46. Michael Gentile seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
A. Director’s Report. Lisa Abbott reported continued work on the Consolidated Plan. The community wide survey went out to 700 addresses. Five focus groups are scheduled for this month. If there is not any CTP business for the October 21 meeting, Abbott would like the commission to consider having a meeting on that date to do a key informant session for the Consolidated Plan. The commission agreed.
- Applications for the 2015-2016 Community Development Block Grant fiscal year are available on-line. The informational session has already been held and the mandatory training sessions are scheduled for October 16th or October 20th. Agencies planning to apply for funds must attend one of the sessions. The applications are due on December 5th. Abbott asked for volunteers to serve on the Physical Improvement and Social Service Citizens Advisory Committee (CAC).
- Mike Gentile made a motion to elect Sue Sgambelluri to serve on the Social Service Committee and John West to serve on the Physical Improvements Committee. Elizabeth Keho seconded the motion. The board unanimously approved.
- VI. UNFINISHED BUSINESS**
None.
- VII. NEW BUSINESS**
RESOLUTION 14-40: Approval to amend the Rockport Road Funding Agreement. The Rockport Road Funding Agreement was previously considered and approved under Resolution 14-34. The funding agreement was between HAND and the Department of Public Works. The Planning and Transportation Department is going to over-see this particular application and funds therefore, we would like to amend the funding agreement to reflect that change. Also, new language requirements from HUD have been added to the agreement. Michael Gentile made a

motion to accept Resolution 14-40. John West seconded the motion. The board unanimously approved.

RESOLUTION 14-41: Approval of the RDC's Ground Lease with the Hilton Garden Inn. Thomas Cameron stated approximately three years ago the parent company for the Hilton Garden Inn came to the RDC stating they wanted to finance under Wells Fargo. Wells Fargo asked the RDC to provide an Estoppel Certificate stating the company was not delinquent. The company now wants to refinance with Wells Fargo and they are asking for the same request; another Estoppel Certificate stating the company is not delinquent on any payments. The Estoppel Certificate is modeled after the previous one the RDC approved. It is the same ground lease and has all of the same attachments and exhibits. They continue to be current on their obligations. Their first rent payment is not due until 2024. John West made a motion to approve Resolution 14-41. Elizabeth Keho seconded the motion. The board unanimously approved.

VIII. BUSINESS/GENERAL DISCUSSION

A. CTP update. Danise Alano-Martin stated David Walter spent three hours with Economic and Sustainable Development (ESD), Gordon Hendry and several other departments going through the draft of the Utility and Drainage Master Plan with the consultant team led by Eagle Ridge Civil Engineering. We should have the utility schematic for those plans by the end of October, pending feedback from private utilities, and the drainage part by the middle of November.

The Landscape Architecture and Engineer Services request for qualifications deadline was September 30th. We had thirteen (13) submittals. There will be a meeting tomorrow afternoon to review the submittals and hopefully we will be conducting interviews with the top firms later this month.

Gordon Hendry and Danise Alano-Martin gave a brief presentation on the development RFP.

X. ADJOURNMENT

The meeting adjourned at 6:10 p.m.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, met on Monday, October 21, 2014 at 5:00 p.m. in the Showers City Hall, Kelly Conference Room, 401 North Morton Street, with David Walter presiding

- I.** Commissioners Present: David Walter, John West, and Sue Sgambelluri
- Commissioners Absent: Kelly Smith, Michael Gentile, and Elizabeth Kehoe
- Staff Present: Lisa Abbott, Marilyn Patterson, and Christina Finley
- Other (s) Present: Danise Alano-Martin

II. NEW BUSINESS

Key informant Session for the Consolidated Plan. Issues discussed included the following:

- Affordable Housing
- The critical need for shelter
- Job creation and retention
- Community support for tax credit projects like Roosters; this project will redevelop a horrible site, reduce crime and increase the affordable housing stock.
- Purported elevated vacancy rate should help increase affordable housing units. Perhaps a pilot program that leverages money to fill in the gap between affordable and market.
- Affordable rental rates
- Current vacancy numbers which, do not seem to be accurate because of older apartment rentals that may be missing.
- Urban Homesteading-sustainable agriculture and self sufficiency.
- Social Service allocations. The CAC now practices funding fewer agencies with more money which results in better quality.
- Providing wireless internet on Kirkwood, Crestmont, or City Parks - suggested for economic development project.
- The origin and ideas for use of the Housing Trust Fund.

West asked if CDBG has funded K-12 programs. Patterson stated Jack Hopkins put a lot of money into the Artful Learning Program. Social Service funds have been given to Head Start and MCUM preschool project.

II. BUSINESS/GENERAL DISCUSSION

X. ADJOURNMENT

The meeting adjourned at 6:10 p.m.



Board of Redevelopment Claim Register

Invoice Date Range 09/30/14 - 10/10/14

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
421 - Centerstone	JHAUG14	15-JHSSF-Blgth Outreach Prog-	Paid by Check # 58610		09/30/2014	09/30/2014	10/10/2014		10/10/2014	1,609.85
3164 - New Hope Family Shelter, INC	Sect Inv	15-JHSSF-car seats, items/materials for	Paid by EFT # 4705		09/30/2014	09/30/2014	10/10/2014		10/10/2014	868.93
230 - South Central Community Action Program, INC	S155348	15-JHSSF-Blgth Outreach Program-	Paid by EFT # 4734		09/30/2014	09/30/2014	10/10/2014		10/10/2014	15,509.00
								Account 53960 - Grants Totals	Invoice Transactions 3	\$17,978.78
								Program 150500 - Housing Totals	Invoice Transactions 3	\$17,978.78
Program 151000 - Neighborhood										
Account 52110 - Office Supplies										
383 - Maxwell's Office Supply	103404	15-post cards, folders 1/3 cut	Paid by EFT # 4699		09/30/2014	09/30/2014	10/10/2014		10/10/2014	72.70
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$72.70
Account 53220 - Postage										
205 - City Of Bloomington	BPO#-8/23/14	15-mail package- 8/23/14	Paid by Check # 58617		09/30/2014	09/30/2014	10/10/2014		10/10/2014	6.50
								Account 53220 - Postage Totals	Invoice Transactions 1	\$6.50
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	MoCoRec-9/4/14	15-reimburse-Monroe County Recorders-copies-	Paid by Check # 58617		09/30/2014	09/30/2014	10/10/2014		10/10/2014	14.00
205 - City Of Bloomington	MoCoRec-9/26/14	15-file liens for weed violations-9/26/14	Paid by Check # 58617		09/30/2014	09/30/2014	10/10/2014		10/10/2014	22.00
205 - City Of Bloomington	BCarWash-9/18/14	15-wash pack-D.Wills-9/18/14	Paid by Check # 58617		09/30/2014	09/30/2014	10/10/2014		10/10/2014	238.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$274.00
								Program 151000 - Neighborhood Totals	Invoice Transactions 5	\$353.20
Program 152000 - Historic Preservation										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	MoCoHist-8/19/14	15-Historic-photo copy	Paid by Check # 58617		09/30/2014	09/30/2014	10/10/2014		10/10/2014	9.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$9.00
								Program 152000 - Historic Preservation Totals	Invoice Transactions 1	\$9.00
								Department 15 - HAND Totals	Invoice Transactions 9	\$18,340.98
								Fund 101 - General Fund Totals	Invoice Transactions 9	\$18,340.98
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 52110 - Office Supplies										
383 - Maxwell's Office Supply	103427	15-labels, shears, easel pad	Paid by EFT # 36		09/30/2014	09/30/2014	10/10/2014		10/10/2014	89.00
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$89.00
Account 53220 - Postage										
205 - City Of Bloomington	BPO#-8/5/14	15-CDBG-mail package at post office	Paid by Check # 10362		09/30/2014	09/30/2014	10/10/2014		10/10/2014	16.95
								Account 53220 - Postage Totals	Invoice Transactions 1	\$16.95
Account 53230 - Travel										

205 - City Of Bloomington	GarPkg-8/28/14	15-CDBG-parking-travel expenses	Paid by Check # 10362	09/30/2014	09/30/2014	10/10/2014	10/10/2014	16.00
205 - City Of Bloomington	GarPkg-8/27/14	15-CDBG-parking-travel expenses	Paid by Check # 10362	09/30/2014	09/30/2014	10/10/2014	10/10/2014	16.00
4559 - Daniel L Niederman	Travel-9/9-9/11	15-CDBG-pkg & food reimb-con* Indy-9/9-	Paid by Check # 10365	09/30/2014	09/30/2014	10/10/2014	10/10/2014	81.00

Account 53230 - Travel totals Invoice Transactions 3 \$113.00

Account 53990 - Other Services and Charges

205 - City Of Bloomington	MoCoRec-8/28/14	15-CDBG-recording fees	Paid by Check # 10361	09/30/2014	09/30/2014	10/10/2014	10/10/2014	13.00
205 - City Of Bloomington	MoCoRec-8/18/14	15-CDBG-recording fees	Paid by Check # 10362	09/30/2014	09/30/2014	10/10/2014	10/10/2014	13.00
205 - City Of Bloomington	MoCoRec-9/10/14	15-CDBG-recording fees	Paid by Check # 10362	09/30/2014	09/30/2014	10/10/2014	10/10/2014	13.00
205 - City Of Bloomington	MoCoRec-9/23/14	15-CDBG-recording fees	Paid by Check # 10362	09/30/2014	09/30/2014	10/10/2014	10/10/2014	84.00
4770 - Jackey D Frye	Edeards	15-CDBG-HMAL rehab work at 750 S. Walker,	Paid by Check # 10363	09/30/2014	09/30/2014	10/10/2014	10/10/2014	475.00
193 - Barry A Kern	Harris	15-CDBG-HMAL-rehab work Harris 320 E. 20th,	Paid by Check # 10364	09/30/2014	09/30/2014	10/10/2014	10/10/2014	595.00

Account 53990 - Other Services and Charges Totals Invoice Transactions 6 \$1,193.00

Program 150000 - Main Totals Invoice Transactions 11 \$1,411.95

Department 15 - HAND Totals Invoice Transactions 11 \$1,411.95

Fund 250 - CDBG Totals Invoice Transactions 11 \$1,411.95

Fund 254 - HOME

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

205 - City Of Bloomington	MoCoRec-8/12/14	15-Mo Co Recorders-recording fees-HOME-	Paid by Check # 5368	09/30/2014	09/30/2014	10/10/2014	10/10/2014	12.00
205 - City Of Bloomington	MoCoRec-9/25/14	15-Mo.Co. Recorder-recording fees-9/25/14	Paid by Check # 5368	09/30/2014	09/30/2014	10/10/2014	10/10/2014	24.00
205 - City Of Bloomington	MoCoRec-6/10/14	15-Mo Co Recorders-recording fecs-Orris Dr.-	Paid by Check # 5368	09/30/2014	09/30/2014	10/10/2014	10/10/2014	5.00

Account 53990 - Other Services and Charges Totals Invoice Transactions 3 \$41.00

Program 150000 - Main Totals Invoice Transactions 3 \$41.00

Department 15 - HAND Totals Invoice Transactions 3 \$41.00

Fund 254 - HOME Totals Invoice Transactions 3 \$41.00

Fund 440 - TIF-Downtown

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

223 - Duke Energy	72302794023-9/17	15-elec bill date 9/17/14-CTP Maint-Res 14-15	Paid by Check # 58623	09/30/2014	09/30/2014	10/10/2014	10/10/2014	26.31
222 - Vectren	50000230-9/9/14	15-gas billing 6/27-9/9/14 CTP Maint-Res	Paid by Check # 58696	09/30/2014	09/30/2014	10/10/2014	10/10/2014	239.49

Account 53990 - Other Services and Charges Totals Invoice Transactions 2 \$265.80

Program 150000 - Main Totals Invoice Transactions 2 \$265.80

Department 15 - HAND Totals Invoice Transactions 2 \$265.80

Fund 440 - TIF-Downtown Totals Invoice Transactions 2 \$265.80

Fund 442 - TIF - Tapp Road

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

394 - Kleindorfer Hardware & Variety	455923	15-3 40 lb concrete-Wapehani-Res 11-27	Paid by EFT # 4692	09/30/2014	09/30/2014	10/10/2014	10/10/2014	15.00
4175 - The Stables Events, LLC (Izzy's Rentals)	1847	15-Wapehani-Res 11-27, 4 week restroom rental	Paid by EFT # 4743	09/30/2014	09/30/2014	10/10/2014	10/10/2014	105.00

Account 53990 - Other Services and Charges Totals Invoice Transactions 2 \$120.00

Program 150000 - Main Totals	Invoice Transactions 2	<u>\$120.00</u>
Department 15 - HAND Totals	Invoice Transactions 2	<u>\$120.00</u>
Fund 442 - TIF - Tapp Road Totals	Invoice Transactions 2	<u>\$120.00</u>

Fund 445 - TIF - Adams
 Department 15 - HAND
 Program 150000 - Main
 Account 53990 - Other Services and Charges

3626 - United Consulting Engineers, Inc	12405-18	15-2nd & Weimer-prof serv 7/31-8/31/14-Res	Paid by Check # 58691	09/30/2014	09/30/2014	10/10/2014	10/10/2014	22,386.31
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		<u>\$22,386.31</u>
			Program 150000 - Main Totals			Invoice Transactions 1		<u>\$22,386.31</u>
			Department 15 - HAND Totals			Invoice Transactions 1		<u>\$22,386.31</u>
			Fund 445 - TIF - Adams Totals			Invoice Transactions 1		<u>\$22,386.31</u>

Fund 448 - TIF - Thomson Walnut Winslow
 Department 15 - HAND
 Program 150000 - Main
 Account 53990 - Other Services and Charges

399 - American Structurepoint, INC	72271	15-S. Rogers St-services 8/1-8/31/14-Res 10-31	Paid by EFT # 4631	09/30/2014	09/30/2014	10/10/2014	10/10/2014	1,008.20
399 - American Structurepoint, INC	70636	15-S. Rogers St-services 6/1-6/30/14-Res 10-31	Paid by EFT # 4631	09/30/2014	09/30/2014	10/10/2014	10/10/2014	2,072.11
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		<u>\$3,080.31</u>
			Program 150000 - Main Totals			Invoice Transactions 2		<u>\$3,080.31</u>
			Department 15 - HAND Totals			Invoice Transactions 2		<u>\$3,080.31</u>
			Fund 448 - TIF - Thomson Walnut Winslow Totals			Invoice Transactions 2		<u>\$3,080.31</u>

Fund 975 - Surplus CTP Bond
 Department 15 - HAND
 Program 150000 - Main
 Account 53990 - Other Services and Charges

7059 - Eagle Ridge Civil Engineering Services Llc	113-04	15-CTP Master-planning complete geotechnical	Paid by Check # 58624	09/30/2014	09/30/2014	10/10/2014	10/10/2014	38,952.50
4690 - Monroe Owen Appraisal, INC	CTP-7/1/14	15-CTP-Res. 14-10-appraisals for CTP	Paid by Check # 58654	09/30/2014	09/30/2014	10/10/2014	10/10/2014	9,000.00
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		<u>\$47,952.50</u>
			Program 150000 - Main Totals			Invoice Transactions 2		<u>\$47,952.50</u>
			Department 15 - HAND Totals			Invoice Transactions 2		<u>\$47,952.50</u>
			Fund 975 - Surplus CTP Bond Totals			Invoice Transactions 2		<u>\$47,952.50</u>
			Grand Totals			Invoice Transactions 32		<u>\$93,598.65</u>

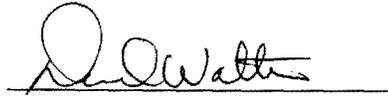
REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/10/2014	Sp Utility Cks Claims				93,598.85
					<u>93,598.85</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 93,598.85

Dated this _____ day of _____ year of 20_____.





I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____



Board of Redevelopment Claim Register

Invoice Date Range 10/14/14 - 10/24/14

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund											
Department 15 - HAND											
Program 151000 - Neighborhood											
Account 53320 - Advertising											
323 - Hoosier Times, Inc	1728074	15-general neighborhood	Paid by EFT # 4854		10/14/2014	10/14/2014	10/24/2014		10/24/2014	29.62	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$29.62
Account 53910 - Dues and Subscriptions											
485 - Sam's Club	15'Membership	02-membership dues-PW/PKG/HAND/	Paid by Check # 58815		10/14/2014	10/14/2014	10/24/2014		10/24/2014	45.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$45.00
Account 53960 - Grants											
4549 - Kroger Limited Partnership I	167967	06-Citizen's Academy	Paid by Check # 58788		10/14/2014	10/14/2014	10/24/2014		10/24/2014	45.55	
16212 - Abell, INC	0000118764	15-landscaping neighborhood	Paid by Check # 58724		10/14/2014	10/14/2014	10/24/2014		10/24/2014	4,796.94	
25 - Baugh Enterprises, INC	64172	15-Broadview-small/simple grant-	Paid by EFT # 4801		10/14/2014	10/14/2014	10/24/2014		10/24/2014	318.43	
3726 - Bryan Park Neighborhood Association	BLPARTY-2014	15-Small/Simple grant-block party expenses	Paid by EFT # 4818		10/14/2014	10/14/2014	10/24/2014		10/24/2014	1,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 4	\$6,160.92
									Program 151000 - Neighborhood Totals	Invoice Transactions 6	\$6,235.54
									Department 15 - HAND Totals	Invoice Transactions 6	\$6,235.54
									Fund 101 - General Fund Totals	Invoice Transactions 6	\$6,235.54
Fund 250 - CDBG											
Department 15 - HAND											
Program 150000 - Main											
Account 53230 - Travel											
4552 - Patterson, Marlyn	Travel-9/16&17	15-parking reimb.-travel to Indy-conference	Paid by Check # 10367		10/14/2014	10/14/2014	10/24/2014		10/24/2014	16.50	
									Account 53230 - Travel Totals	Invoice Transactions 1	\$16.50
Account 53990 - Other Services and Charges											
47 - Community Kitchen Of Monroe County, INC	Meals-SEP 14'	15-CDBG-23,237 meals-September 2014	Paid by Check # 10366		10/14/2014	10/14/2014	10/24/2014		10/24/2014	2,501.00	
19618 - Old National Insurance, INC	NT20140922004	15-notary fee for D. Bixler	Paid by EFT # 37		10/14/2014	10/14/2014	10/24/2014		10/24/2014	95.00	
19618 - Old National Insurance, INC	NT20140911002	15-notary fee C. Finley	Paid by EFT # 37		10/14/2014	10/14/2014	10/24/2014		10/24/2014	95.00	
12129 - Stepping Stones, INC	Payroll-Sept 14'	15-CDBG-SS-payroll expenses Sept 2014	Paid by EFT # 38		10/14/2014	10/14/2014	10/24/2014		10/24/2014	3,710.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 4	\$6,401.00
									Program 150000 - Main Totals	Invoice Transactions 5	\$6,417.50
									Department 15 - HAND Totals	Invoice Transactions 5	\$6,417.50
									Fund 250 - CDBG Totals	Invoice Transactions 5	\$6,417.50
Fund 254 - HOME											
Department 15 - HAND											
Program 150000 - Main											

Account 53990 - Other Services and Charges									
4483 - City Lawn Corporation	8988	15-HOME-mowing 9/9 & 9/23-Lots 1 & 2-	Paid by Check # 5369	10/14/2014	10/14/2014	10/24/2014		10/24/2014	60.00
4483 - City Lawn Corporation	8992	15-HOME-mowing 9/9 & 9/22-2015 Susie Street	Paid by Check # 5369	10/14/2014	10/14/2014	10/24/2014		10/24/2014	50.00
208 - City Of Bloomington Utilities	SUSIE-SEPT 14	15-HOME-water/sewer bill-2105 Susie-Sept 14	Paid by Check # 5370	10/14/2014	10/14/2014	10/24/2014		10/24/2014	18.21
193 - Barry A Kern	122	15-Brummett Proj-809 W. 9th-remodel	Paid by Check # 5371	10/14/2014	10/14/2014	10/24/2014		10/24/2014	3,500.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 4			<u>\$3,628.21</u>
Program 150000 - Main Totals						Invoice Transactions 4			<u>\$3,628.21</u>
Department 15 - HAND Totals						Invoice Transactions 4			<u>\$3,628.21</u>
Fund 254 - HOME Totals						Invoice Transactions 4			<u>\$3,628.21</u>
Fund 256 - Special Grants									
Department 15 - HAND									
Program 150002 - Housing Counseling									
Account 53990 - Other Services and Charges									
4098 - Equifax Information Services, LLC	8751788	15-housing counselling credit services	Paid by EFT # 4834	10/14/2014	10/14/2014	10/24/2014		10/24/2014	20.44
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1			<u>\$20.44</u>
Program 150002 - Housing Counseling Totals						Invoice Transactions 1			<u>\$20.44</u>
Program 150009 - 2002 Shelter Plus Care									
Account 53990 - Other Services and Charges									
421 - Centerstone	October 2014	15-Shelter Plus-renters for October 2014	Paid by Check # 58743	10/14/2014	10/14/2014	10/24/2014		10/24/2014	2,814.00
4836 - Larry L Williams	R101-Loan	15-Rent Deposit for Elizabeth Allen - Special	Paid by Check # 58845	10/14/2014	10/14/2014	10/24/2014		10/24/2014	400.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 2			<u>\$3,214.00</u>
Program 150009 - 2002 Shelter Plus Care Totals						Invoice Transactions 2			<u>\$3,214.00</u>
Department 15 - HAND Totals						Invoice Transactions 3			<u>\$3,234.44</u>
Fund 256 - Special Grants Totals						Invoice Transactions 3			<u>\$3,234.44</u>
Fund 440 - TIF-Downtown									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
512 - 7th & Walnut, LLC	FALL2013TAXES	15-Pkg Garage Expense- Fall 2013 taxes-Walnut	Paid by EFT # 4789	10/14/2014	10/14/2014	10/24/2014		10/24/2014	34,865.53
4748 - Bell Roofing	1105	15-BCT Maint-Res 11-28- Buskirk Chumley Theatre	Paid by EFT # 4803	10/14/2014	10/14/2014	10/24/2014		10/24/2014	250.00
4483 - City Lawn Corporation	9038	15-CTP Maint-Res 14-15- mowing 9/22-600 BL-N.	Paid by Check # 58748	10/14/2014	10/14/2014	10/24/2014		10/24/2014	90.00
4483 - City Lawn Corporation	8991	15-CTP Maint-Res 14-15- mowing 9/8&9/22-	Paid by Check # 58748	10/14/2014	10/14/2014	10/24/2014		10/24/2014	80.00
4483 - City Lawn Corporation	9039	15-CTP Maint-Res 14-15- mowing 9/22-601 N.	Paid by Check # 58748	10/14/2014	10/14/2014	10/24/2014		10/24/2014	25.00
208 - City Of Bloomington Utilities	335W11=SEP 14	15-CTP Maint-Res 14-15- water/sewer bill-335 W.	Paid by Check # 58750	10/14/2014	10/14/2014	10/24/2014		10/24/2014	62.28
208 - City Of Bloomington Utilities	601MORTON-SEP14	15-CTP Maint-Res 14-15- water/sewer 601 Morton-	Paid by Check # 58750	10/14/2014	10/14/2014	10/24/2014		10/24/2014	60.21
392 - Koorsen Fire & Security, INC	3341109	15-BCT Maint-Res 11-28 M3-alarm monitoring	Paid by EFT # 4873	10/14/2014	10/14/2014	10/24/2014		10/24/2014	116.55
Account 53990 - Other Services and Charges Totals						Invoice Transactions 8			<u>\$35,549.57</u>
Program 150000 - Main Totals						Invoice Transactions 8			<u>\$35,549.57</u>
Department 15 - HAND Totals						Invoice Transactions 8			<u>\$35,549.57</u>
Fund 440 - TIF-Downtown Totals						Invoice Transactions 8			<u>\$35,549.57</u>
Grand Totals						Invoice Transactions 26			<u>\$55,065.26</u>

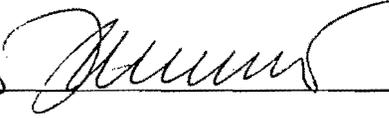
REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

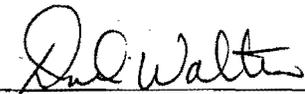
Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/8/2014	Sp Utility Cks				419.84
10/24/2014	Claims				55,065.26
					<u>55,485.10</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 55,485.10

Dated this _____ day of _____ year of 20_____.

Susan M. Spambaldi 

Paul Walter 

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____



Payroll Register - Bloomington Redevelopment Commission

Check Date Range: 10/03/14 - 10/03/14
 Detail View

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department: HAND - Housing & Neighborhood Dev											
10000 Abbott, Lisa P 0782	10/03/2014	3,136.67		.00	400.56	185.08	43.28	98.09	30.29	411.27	1,968.10
			.00	.00	2,885.12	2,985.12	2,985.12	2,885.12	2,885.12		
		\$3,136.67	\$0.00	\$0.00	\$400.56	\$185.08	\$43.28	\$98.09	\$30.29	\$411.27	\$1,968.10
			\$0.00	\$0.00	\$2,885.12	\$2,985.12	\$2,985.12	\$2,885.12	\$2,885.12		
10000 Arnold, Michael L 0051	10/03/2014	1,665.61		.00	188.83	99.10	23.18	53.04	16.38	91.68	1,193.40
			.00	.00	1,598.31	1,598.31	1,598.31	1,598.31	1,598.31		
		\$1,665.61	\$0.00	\$0.00	\$188.83	\$99.10	\$23.18	\$53.04	\$16.38	\$91.68	\$1,193.40
			\$0.00	\$0.00	\$1,598.31	\$1,598.31	\$1,598.31	\$1,598.31	\$1,598.31		
10000 Bixler, Daniel R 2594	10/03/2014	1,191.22		.00	113.22	67.84	15.87	35.90	11.09	114.45	832.85
			.00	.00	1,094.20	1,094.20	1,094.20	1,094.20	1,094.20		
		\$1,191.22	\$0.00	\$0.00	\$113.22	\$67.84	\$15.87	\$35.90	\$11.09	\$114.45	\$832.85
			\$0.00	\$0.00	\$1,094.20	\$1,094.20	\$1,094.20	\$1,094.20	\$1,094.20		
782 Brewer, Joshua A	10/03/2014	227.50		.00	14.29	14.10	3.30	7.74	2.39	.00	185.68
			.00	.00	227.50	227.50	227.50	227.50	227.50		
		\$227.50	\$0.00	\$0.00	\$14.29	\$14.10	\$3.30	\$7.74	\$2.39	\$0.00	\$185.68
			\$0.00	\$0.00	\$227.50	\$227.50	\$227.50	\$227.50	\$227.50		
10000 Finley, Christina L 0187	10/03/2014	1,396.34		.00	154.22	76.70	17.93	40.42	12.89	183.10	911.08
			.00	.00	1,227.14	1,237.14	1,237.14	1,227.14	1,227.14		
		\$1,396.34	\$0.00	\$0.00	\$154.22	\$76.70	\$17.93	\$40.42	\$12.89	\$183.10	\$911.08
			\$0.00	\$0.00	\$1,227.14	\$1,237.14	\$1,237.14	\$1,227.14	\$1,227.14		
307 Franklin, C. Jacob	10/03/2014	1,060.80		.00	121.44	62.54	14.63	34.29	10.59	55.79	761.52
			.00	.00	1,008.67	1,008.67	1,008.67	1,008.67	1,008.67		
		\$1,060.80	\$0.00	\$0.00	\$121.44	\$62.54	\$14.63	\$34.29	\$10.59	\$55.79	\$761.52
			\$0.00	\$0.00	\$1,008.67	\$1,008.67	\$1,008.67	\$1,008.67	\$1,008.67		
10000 Hewett, John H 0251	10/03/2014	1,776.64		.00	202.12	97.31	22.76	51.66	15.95	296.45	1,090.39
			.00	.00	1,519.44	1,569.44	1,569.44	1,519.44	1,519.44		
		\$1,776.64	\$0.00	\$0.00	\$202.12	\$97.31	\$22.76	\$51.66	\$15.95	\$296.45	\$1,090.39
			\$0.00	\$0.00	\$1,519.44	\$1,569.44	\$1,569.44	\$1,519.44	\$1,519.44		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/03/14 - 10/03/14
Detail List

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hiestand, Nancy A 0252	10/03/2014	1,811.07		.00	189.41	108.04	25.27	56.63	17.49	127.55	1,286.68
			.00	.00	1,742.57	1,742.57	1,742.57	1,742.57	1,742.57		
		\$1,811.07	\$0.00	\$0.00	\$189.41	\$108.04	\$25.27	\$56.63	\$17.49	\$127.55	\$1,286.68
		\$0.00	\$0.00	\$0.00	\$1,742.57	\$1,742.57	\$1,742.57	\$1,742.57	\$1,742.57		
797 Hinnefeld, Kevin	10/03/2014	170.00		.00	.00	10.54	2.47	4.47	1.38	.00	151.14
			.00	.00	170.00	170.00	170.00	170.00	170.00		
		\$170.00	\$0.00	\$0.00	\$0.00	\$10.54	\$2.47	\$4.47	\$1.38	\$0.00	\$151.14
		\$0.00	\$0.00	\$0.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00		
10000 McCormick, Maria 3616	10/03/2014	1,377.23		.00	34.57	76.03	17.79	41.70	12.88	166.47	1,027.79
			.00	.00	1,226.43	1,226.43	1,226.43	1,226.43	1,226.43		
		\$1,377.23	\$0.00	\$0.00	\$34.57	\$76.03	\$17.79	\$41.70	\$12.88	\$166.47	\$1,027.79
		\$0.00	\$0.00	\$0.00	\$1,226.43	\$1,226.43	\$1,226.43	\$1,226.43	\$1,226.43		
10000 Mosier, Norman P 2962	10/03/2014	1,391.01		.00	170.84	82.95	19.40	45.49	14.05	74.86	983.42
			.00	.00	1,337.96	1,337.96	1,337.96	1,337.96	1,337.96		
		\$1,391.01	\$0.00	\$0.00	\$170.84	\$82.95	\$19.40	\$45.49	\$14.05	\$74.86	\$983.42
		\$0.00	\$0.00	\$0.00	\$1,337.96	\$1,337.96	\$1,337.96	\$1,337.96	\$1,337.96		
689 Niederman, Daniel L	10/03/2014	1,692.30		.00	139.41	94.70	22.15	48.93	15.11	220.39	1,151.61
			.00	.00	1,477.46	1,527.46	1,527.46	1,477.46	1,477.46		
		\$1,692.30	\$0.00	\$0.00	\$139.41	\$94.70	\$22.15	\$48.93	\$15.11	\$220.39	\$1,151.61
		\$0.00	\$0.00	\$0.00	\$1,477.46	\$1,527.46	\$1,527.46	\$1,477.46	\$1,477.46		
10000 Patterson, Marilyn 2071	10/03/2014	2,326.15		.00	348.34	139.77	32.69	71.55	22.10	268.05	1,443.65
			.00	.00	2,104.33	2,254.33	2,254.33	2,104.33	2,104.33		
		\$2,326.15	\$0.00	\$0.00	\$348.34	\$139.77	\$32.69	\$71.55	\$22.10	\$268.05	\$1,443.65
		\$0.00	\$0.00	\$0.00	\$2,104.33	\$2,254.33	\$2,254.33	\$2,104.33	\$2,104.33		
10000 Provine, Vickie J 0394	10/03/2014	1,918.67		.00	276.71	112.70	26.35	61.81	19.09	117.48	1,304.53
			.00	.00	1,817.81	1,817.81	1,817.81	1,817.81	1,817.81		
		\$1,918.67	\$0.00	\$0.00	\$276.71	\$112.70	\$26.35	\$61.81	\$19.09	\$117.48	\$1,304.53
		\$0.00	\$0.00	\$0.00	\$1,817.81	\$1,817.81	\$1,817.81	\$1,817.81	\$1,817.81		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/03/14 - 10/03/14
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department: HAND - Housing & Neighborhood Dev											
10000 Stong, Mary J 0471	10/03/2014	1,429.75		.00	167.64	83.18	19.45	44.77	13.82	179.14	921.75
			.00	.00	1,316.63	1,341.63	1,341.63	1,316.63	1,316.63		
		\$1,429.75	\$0.00	\$0.00	\$167.64	\$83.18	\$19.45	\$44.77	\$13.82	\$179.14	\$921.75
		\$0.00	\$0.00	\$0.00	\$1,316.63	\$1,341.63	\$1,341.63	\$1,316.63	\$1,316.63		
504 Swinney, Matthew P	10/03/2014	1,326.92		.00	127.75	82.55	19.31	43.96	13.58	8.52	1,031.25
			.00	.00	1,331.50	1,331.50	1,331.50	1,331.50	1,331.50		
		\$1,326.92	\$0.00	\$0.00	\$127.75	\$82.55	\$19.31	\$43.96	\$13.58	\$8.52	\$1,031.25
		\$0.00	\$0.00	\$0.00	\$1,331.50	\$1,331.50	\$1,331.50	\$1,331.50	\$1,331.50		
10000 Wills, Dee A 3418	10/03/2014	1,356.87		.00	166.15	81.64	19.09	44.43	13.72	68.67	963.17
			.00	.00	1,306.70	1,316.70	1,316.70	1,306.70	1,306.70		
		\$1,356.87	\$0.00	\$0.00	\$166.15	\$81.64	\$19.09	\$44.43	\$13.72	\$68.67	\$963.17
		\$0.00	\$0.00	\$0.00	\$1,306.70	\$1,316.70	\$1,316.70	\$1,306.70	\$1,306.70		
10000 Woolford, Robert T 0531	10/03/2014	1,842.92		.00	66.13	85.97	20.11	17.22	5.32	1,389.93	258.24
			.00	.00	506.59	1,386.59	1,386.59	506.59	506.59		
		\$1,842.92	\$0.00	\$0.00	\$66.13	\$85.97	\$20.11	\$17.22	\$5.32	\$1,389.93	\$258.24
		\$0.00	\$0.00	\$0.00	\$506.59	\$1,386.59	\$1,386.59	\$506.59	\$506.59		
728 Wright, Edward E	10/03/2014	1,040.00		.00	104.10	55.37	12.95	35.36	.00	157.33	674.89
			.00	.00	893.03	893.03	893.03	893.03	893.03		
		\$1,040.00	\$0.00	\$0.00	\$104.10	\$55.37	\$12.95	\$35.36	\$0.00	\$157.33	\$674.89
		\$0.00	\$0.00	\$0.00	\$893.03	\$893.03	\$893.03	\$893.03	\$893.03		
Department: HAND - Housing &		\$28,137.67	\$0.00	\$0.00	\$2,985.73	\$1,616.11	\$377.98	\$837.46	\$248.12	\$3,931.13	\$18,141.14
Grand Totals		\$28,137.67	\$0.00	\$0.00	\$2,985.73	\$1,616.11	\$377.98	\$837.46	\$248.12	\$3,931.13	\$18,141.14
		\$0.00	\$0.00	\$0.00	\$24,791.39	\$26,066.39	\$26,066.39	\$24,791.39	\$24,791.39		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

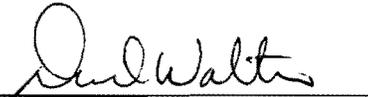
Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/3/2014	Payroll				28,137.67
					<u>28,137.67</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,137.67

1

Dated this _____ day of _____ year of 20_____.


I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____

Memo

To: Redevelopment Commission

From: Lisa Abbott, Director

Date: October 30, 2014

We continue to work on the Consolidated Plan. All of the focus groups are completed. The community survey won't be complete until November 14th. We are working on the Section 8 and Public Housing surveys. As you know, key informant sessions are underway. Thanks for helping us out with yours.

The CDBG process for fiscal year 2015-2016 is underway. The mandatory training sessions are complete. Applications are due December 5th.

The update to Title 17 -- Unsafe Building Ordinance was heard at Council last Wednesday. Tonight it is up for final vote.

Upcoming activity:

- Community survey complete November 14th
- CDBG applications due -- December 5th

TIF Project Status Report

As of 10/06/14

Adams Crossing TIF

Resolution #	Project Name
10-11	Twin Lakes/Weimer

The project is 50% designed and in the final stages of right-of-way acquisition for the sidepath. Project will be constructed in 2015.

Budgeted Amount	Expended	Remaining Balance
\$1,614,548.40	\$1,021,066.39	\$593,482.01

Estimated date of completion: 12/31/15

Downtown TIF

Resolution #	Project Name
11-28	BCT Management

Buskirk-Chumley Management submits quarterly claims to capital and building related expenses.

Budgeted Amount	Expended	Remaining Balance
\$50,000.00	\$37,500.00	\$12,500.00

Estimated date of completion: 12/31/14

Resolution #	Project Name
11-28	BCT Maintenance

No new information at this time.

Budgeted Amount	Expended	Remaining Balance
\$24,000.00	\$23,048.56	\$951.44

Estimated date of completion: 12/31/14

Resolution #	Project Name
11-40	Dispatch Design

See Res 12-37 below.

Budgeted Amount	Expended	Remaining Balance
\$300,000.00	\$296,609.07	\$3,390.93

Estimated date of completion: See Res 12-37 below.

Resolution #	Project Name
12-37	Dispatch Construction

Final inspection was conducted and is operational. Waiting on final claim.

Budgeted Amount	Expended	Remaining Balance
\$2,100,000.00	\$1,972,974.76	\$127,025.24

Estimated date of completion: 11/1/14

Resolution #	Project Name
14-15	CTP Maintenance

Funding from this Resolution is used to cover maintenance expenses for the 12 acres in the CTP. This includes utility, lawn maintenance, etc.

Budgeted Amount	Expended	Remaining Balance
\$50,000.00	\$16,870.10	\$33,129.90

Estimated date of completion: 12/31/14

Resolution #	Project Name
14-22	Waldron Plaza and Sidewalk Enhancements

Construction is close to completion.

Budgeted Amount	Expended	Remaining Balance
\$40,000.00	\$0.00	\$40,000.00

Estimated date of completion: 12/31/15

Resolution #	Project Name
14-23	11th Street Waterline (Upland)

Project is complete. Waiting for final acceptance by CBU.

Budgeted Amount	Expended	Remaining Balance
\$46,000.00	\$0.00	\$46,000.00

Estimated date of completion: 11/1/14

Kinser-Prow TIF

All Kinser-Prow resolutions are closed.

Tapp Road TIF

Resolution #	Project Name
11-27	Wapehani

This project is on-hold for the I-69 project.

Budgeted Amount	Expended	Remaining Balance
\$30,000.00	\$21,555.06	\$8,444.94

Estimated date of completion: See project notes above.

Resolution #	Project Name
11-34	Tapp Road Phase III

Construction is complete. This project will be closed out for next report.

Budgeted Amount	Expended	Remaining Balance
\$2,750,000.00	\$2,750,000.00	\$0.00

Estimated date of completion: See project notes above.

Resolution #	Project Name
14-35	Tapp Road Phase III Change Order

See above.

Budgeted Amount	Expended	Remaining Balance
\$288,524.89	\$288,524.89	\$0.00

Estimated date of completion: See project notes above.

Thomson Walnut-Winslow TIF

Resolution #	Project Name
09-39	S. Rogers Streetscape Design

This will be closed out with the Rogers Street Construction project listed below.

Budgeted Amount	Expended	Remaining Balance
\$273,125.00	\$201,445.75	\$71,679.25

Estimated date of completion: See Res 10-31.

Resolution #	Project Name
10-31	S. Rogers Street Construction

This project is completed. We are still receiving invoices for work completed.

Budgeted Amount	Expended	Remaining Balance
\$2,781,680.40	\$2,441,724.01	\$339,956.39

Estimated date of completion: 12/31/14

Resolution #	Project Name
12-31	Letter of Map Revision

Submitting to FEMA for final approval. FEMA has 90 days to approve. Public comment will be for an additional 90 days.

Budgeted Amount	Expended	Remaining Balance
\$28,000.00	\$27,342.00	\$658.00

Estimated date of completion: 2/28/15

Resolution #	Project Name
13-30	Triple C Purchase

Purchase of 6.79 acres for the Switchyard Park. Master plan calls for this site to be used for green space, parking and main entrance to the park. No new information.

Budgeted Amount	Expended	Remaining Balance
\$1,406,250.00	\$999,473.54	\$406,776.46

Estimated date of completion: Upon completion of seller vacating the site.

Resolution #	Project Name
14-24	Black Lumber Trail Project

This Resolution was approved in July, 2014, to provide match to an INDOT contract for the construction of the Black Lumber Trail.

Budgeted Amount	Expended	Remaining Balance
\$117,717.00	\$0.00	\$117,717.00

Estimated date of completion: 12/31/16

Whitehall TIF

All Whitehall resolutions are closed.

Downtown Bond

Resolution #	Project Name
13-36	Alta Survey

Bledsoe Riggert Guerrettaz has submitted information for review.

Budgeted Amount	Expended	Remaining Balance
\$9,000.00	\$7,800.00	\$1,200.00

Estimated date of completion: 10/1/14

Resolution #	Project Name
13-39	CTP Legal Services

Bledsoe Riggert Guerrettaz has submitted information for review.

Budgeted Amount	Expended	Remaining Balance
\$23,000.00	\$8,766.92	\$14,233.08

Estimated date of completion: TBD

Resolution #	Project Name
14-05	601 N. Morton Offering

ESD met with the proposed buyer and continuing to work through proposal. Gordon is guiding ESD on next steps and provided recommendations. The cost associated with this resolution are for publication expenses.

Budgeted Amount	Expended	Remaining Balance
\$500.00	\$0.00	\$500.00

Estimated date of completion: Until building is sold

Resolution #	Project Name
14-06	Warehouse A & B soft costs

This is tied to the Resolutions for the deconstruction of Warehouse A & B. This includes final utility bills, power disconnection, etc.

Budgeted Amount	Expended	Remaining Balance
\$50,700.00	\$33,144.65	\$17,555.35

Estimated date of completion: 12/31/14

Resolution #	Project Name
14-10	Appraisals & Disposal Costs for CTP Properties

First Appraisal and Monroe/Owen Appraisal have been selected to prepare appraisals. One was submitted July 1.

Budgeted Amount	Expended	Remaining Balance
\$50,000.00	\$9,100.00	\$40,900.00

Estimated date of completion: 12/31/15

Resolution #	Project Name
14-13	Deconstruction of Warehouse A

Deconstruction complete. Final punch list in process.

Budgeted Amount	Expended	Remaining Balance
\$150,700.00	\$68,500.00	\$82,200.00

Estimated date of completion: 11/1/14

Resolution #	Project Name
14-20	CTP Phase I Program Management

Project is nearing completion. Danise will report on this during her report.

Budgeted Amount	Expended	Remaining Balance
\$151,240.00	\$118,068.00	\$33,172.00

Estimated date of completion: 12/31/14

**RESOLUTION 14-42
OF THE BLOOMINGTON REDEVELOPMENT COMMISSION
TO APPROVE EXPENDITURE OF FUNDS FROM THE DOWNTOWN TIF,
APPROVE MAINTENANCE FUNDS FOR THE BUSKIRK CHUMLEY
THEATER AND APPROVE THE 2015 BUSKIRK CHUMLEY
THEATER PARTNERSHIP AGREEMENT**

WHEREAS, pursuant to Ind. Code 36-7-14, the Redevelopment Commission of the City of Bloomington and the Common Council of the City of Bloomington have established an economic development area known as the Downtown Redevelopment Area, created by Resolution 85-14 and expanded by Resolution 90-1 of the Redevelopment Commission; and,

WHEREAS, the Downtown Redevelopment Area is an allocation area for purposes of tax increment financing ("TIF") pursuant to Ind. Code 36-7-14; and,

WHEREAS, TIF revenues may be expended for purposes that are in the economic development area and, in limited circumstances, for purposes that serve the area; and,

WHEREAS, the development objectives of the Downtown TIF include: 1) stimulation of land uses which strengthen and intensify existing sound land use relationships within the area, and 2) renovation of sound historic structures in the Central Business District, especially around the Square; and,

WHEREAS, Ind. Code 36-7-14-2.5 specifically provides that the development and redevelopment of economic development areas are government functions that cannot be accomplished through the ordinary operations of private enterprise; and,

WHEREAS, the Buskirk Chumley Theater ("Theater") building is a historic landmark, listed in the National Register of Historic Places, which is located in downtown Bloomington that has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area; and,

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of the central Bloomington business district; and,

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities where such support is provided; and,

WHEREAS, the Redevelopment Commission previously authorized the expenditure of funds from the Downtown TIF for capital support of the Buskirk Chumley Theater to be expended via management agreements with BCT Management, Inc., which has the capacity and commitment to rent the Theater and provide services to the community in the most affordable/economically responsible way, in conjunction with the consent and approval of the City; and,

WHEREAS, previous management agreements with BCT Management, Inc. were approved by Resolutions 01-56, 05-39, 08-46 and 11-28 respectively, and a new partnership agreement has been negotiated to begin on January 1, 2015 and continue through December 31, 2015, and is the subject of this Resolution; and,

WHEREAS, the 2015 proposed partnership agreement provides that the City will provide up to Seventy-Four Thousand Dollars (\$74,000.00) – as requested and as approved by the City - to pay for selected equipment replacement and unexpected and/or emergency building repairs related to the responsibilities required of BCT Management, Inc. for repair and maintenance of the Theater; and,

WHEREAS, it is desirable to obtain approval of the expenditure of the TIF funds set forth in the preceding paragraph simultaneously with approval of the 2015 partnership agreement;

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

1. The Redevelopment Commission finds that the use of Downtown TIF funds to provide support for capital and building-related expenses for the Buskirk Chumley Theater continues to benefit the public interest and benefit and serve the Downtown Redevelopment Area in accordance with Ind. Code 36-7-14 and, therefore, approves the 2015 partnership agreement between the City and BCT Management, Inc.; and,

2. The City Controller is further authorized to expend up to Seventy-Four Thousand Dollars (\$74,000.00) as requested and as approved by the City for selected equipment replacement and unexpected and/or emergency building repairs related to the responsibilities required of BCT Management, Inc. for repair and maintenance of the Theater.

PASSED AND ADOPTED this 3rd day of November, 2014, by the Redevelopment Commission of the City of Bloomington, Indiana.

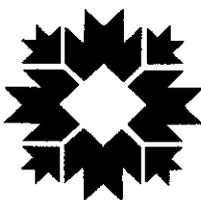
BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Mike Gentile, Secretary

Date: _____



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____, 2014 by and between the **the City of Bloomington, Indiana (“City”)** by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and **BCT Management, Inc.,** an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and,

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and,

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and,

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2014; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2015 through December 31, 2015, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and,

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2015 to December 31, 2015, unless early termination occurs as described in paragraph 6. j., below.

3. FUNDING

The City shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) for selected equipment replacement and unexpected and/or emergency building repairs related to BCTM's responsibilities for repair and maintenance, as defined in Section 4d of this Agreement and Exhibit A attached to and incorporated into this Agreement. These expenses shall be paid only as requested by BCTM and as approved by the City. The City and BCTM shall cooperate on selecting priorities for equipment replacement.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT's role as a high quality accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.
- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Ind. Code 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 12 of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement, BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. BCTM shall enforce a contract for lease of the western portion of the storefront retail space that requires the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances.

- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for minor maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the minor repair and maintenance of BCT equipment and furnishings listed in Exhibit B, sections 1 & 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event, BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. Where BCTM's responsibilities for repair and maintenance overlap with the City's funding of Seventy-Four Thousand Dollars (\$74,000.00) for selected equipment replacement and unexpected and/or emergency building repairs, BCTM shall be in compliance with Ind. Code 5-22-8 *et seq.* where applicable. Expenses for non-emergency repairs and equipment purchases shall be paid only as requested by BCTM and as approved by the City. BCTM shall make diligent efforts to obtain three (3) quotes and shall document to the City the names of the persons or companies providing the quotes and the amounts quoted, with a brief explanation why a specific vendor/service should be preferred.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact emergency and/or after-hours repair. BCTM shall immediately communicate with the Parks Administrator on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.

- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. BCTM shall consult with and provide City with detailed reports specifying the mutually agreed upon application of City's funding of Seventy-Four Thousand Dollars (\$74,000.00) for selected equipment replacement and unexpected and/or emergency building repairs.
- ii. Once per calendar year, BCTM shall provide unaudited financial reports, which include progress reports on fundraising. Said reports shall be delivered to the City not later than October 31 of each year.
- iii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than March 15 of the year following the year covered by the annual report. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during the preceding year, income and expenses related to the BCT property for the preceding contract year, as well as updates on the preventative maintenance BCTM has undertaken in the previous year.
- iv. BCTM shall also annually provide a copy of its IRS 990, Return of Organization Exempt From Income Tax Form.
- v. The City shall set a meeting after March 15 and prior to April 30 each year for BCTM to present the annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vi. During the year and in addition to annual reports, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- vii. The City may, upon one (1) week's notice, inspect the BCT books and records maintained by BCTM.

- viii. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall annually provide an updated inventory of all equipment and furnishings to the City on or before December 31st of each year that is covered by this Agreement. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute. Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of City is to provide entertainment and cultural opportunities to Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B, Sections 1 & 2.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.

- vi. The City shall be responsible for all maintenance and repair of the exterior of the building and the marquee, as well as the building's mechanical, HVAC, electrical, plumbing, and fire safety systems, as detailed in *Exhibit B*, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for funds for selected equipment replacement and unexpected and/or emergency building repairs, as detailed in Section 5 of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.

b. Payments: City shall provide up to Seventy-Four Thousand Dollars (\$74,000.00) for selected equipment replacement and unexpected and/or emergency building repairs as set forth in *Section 3*.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall also have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any

and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue; but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and its or employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
 - ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City, shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one-hundred-eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. **E-VERIFY:** Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, the Rhino's as a shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If BCTM develops such a policy for its activities, the City may implement and enforce it. If BCTM wishes to develop such a policy, it shall provide a copy of the policy to the City and be attached to this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional

insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Any notice given to BCTM under this Agreement shall be addressed to:
Buskirk-Chumley Theater Management, Inc.
P.O. Box 1323
Bloomington, Indiana 47402

All notices under this Agreement shall be in writing and shall be delivered personally or sent by First Class United States Mail, Certified, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the Theater, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice to the City from BCTM by notification shall be given by First Class United States Mail, Certified, Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice to BCTM from the City by First Class United States Mail, Certified, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. **Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. **Venue:** The venue for all legal proceedings instituted under this Agreement shall be in Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

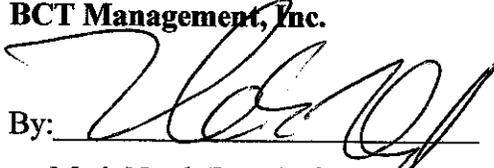
City of Bloomington, Indiana

Mayor

By: _____

Mark Kruzan, Mayor

BCT Management, Inc.

By:  _____

Mark Need, Board of Directors, President

Redevelopment Commission

Board of Park Commissioners

By: _____

David Walter, President

By: _____

Les Coyne, President

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:

- Minor repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Minor repair and maintenance of all stage equipment and soft goods
- Minor repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
- Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership.
- An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:

- Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
- Repair and maintenance of the Theater's mechanical systems – electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repairs and maintenance to all existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

Buskirk-Chumley Theater Equipment Furnishings Inventory as of October 1, 2014

**See attached Excel spreadsheets – Exhibit B BCT Equipment & Facility Item List
2014**

- **Section 1 - BCT Facility Items**
- **Section 2 - BCT Stage Equipment Items**
- **Section 3 - Surplus Equipment Tracking**

Exhibit C

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the Executive Director of BCT Management, Inc. (job title) (company name)
2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

[Signature] 10/29/14
Signature Date

Danielle McClelland
Printed name

STATE OF INDIANA)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Danielle McClelland and acknowledged the execution of the foregoing this 29th day of October, 2014

[Signature]
Notary Public



CHRISTINA A. MATTHEWS
Resident of Monroe County, IN
Commission Expires: August 26, 2015

Exhibit D

BCTM Firearms Policy

Exhibit B - Section 1

Buskirk-Chumley Facility

item	Quantity	purch date	purch by	purch price	Total Purch Price	ownership
Cigarette Disposal Station	1	2010	BCT	\$ 250	\$ 250	CITY
Contemporary Trash Cans	5	2010	BCT	\$ 1,056	\$ 5,280	CITY
Plastic Trash Cans	6	1999	BCT	\$ 59	\$ 354	CITY
Lobby Lighting Fixtures	10	1999	BAAC	\$ 200	\$ 2,000	CITY
Lobby Lighting Fixtures	6	1999	BAAC	\$ 150	\$ 900	CITY
Lobby Lighting Fixtures	1	1999	BAAC	\$ 5,600	\$ 5,600	CITY
Lobby Lighting Fixtures	1	1999	BAAC	\$ 2,000	\$ 2,000	CITY
Seats	560	1999	BAAC	\$ 225	\$ 126,000	CITY
Seats	75	1999	BAAC	\$ 150	\$ 11,250	CITY
Carpeting		1999	BAAC		\$ 50,000	CITY
Floor mats	1	1999	BCT	\$ 175	\$ 175	CITY
Floor mats	5	1999	BCT	\$ 100	\$ 500	CITY
Floor mats	3	2010	BCT	\$ 100	\$ 300	CITY
Café tables	3	1999	BCT	\$ 150	\$ 450	CITY
6' tables	10	1999	BCT	\$ 79	\$ 790	CITY

Exhibit B - Section 1

item	Quantity	purch date	purch by	purch price	Total Purch Price	ownership
6' tables	5	2006	BCT	\$ 109	\$ 545	CITY
Rolling kegerator	1	2010	BCT	\$ 1,835	\$ 1,835	CITY
Large kegerator	1	2011	BCT	\$ 2,322	\$ 2,322	CITY
Concessions fridge	1	2013	BCT	\$ 2,042	\$ 2,042	CITY
Popcorn Popper	1	2008	BCT	\$ 325	\$ 325	BCT
Office 1 Desk A	1	2002	INKIND	\$ 1,200	\$ 1,200	BCT
Office 1 Desk B	1	2009	BCT	\$ 720	\$ 720	BCT
Office 2 Desk A	1	2008	BCT	\$ 150	\$ 150	BCT
Office 2 Desk B	1	2008	BCT	\$ 150	\$ 150	BCT
Office 1 File Cabinets	2		BCT		\$ 155	BCT
Office 2 File Cabinet			BCT		\$ 155	BCT
Office 1 Computer A			BCT		\$ 654	BCT
Office 1 Computer B			BCT		\$ 654	BCT
Office 1 Monitor A			BCT		\$ 289	BCT
Office 1 Monitor B			BCT		\$ 94	BCT
Office 1 Shelving			BCT		\$ 96	BCT

Exhibit B - Section 1

item	Quantity	purch date	purch by	purch price	Total Purch Price	ownership
Office 2 Shelving			BCT		\$ 86	BCT
Office 1 Printer			BCT		\$ 235	BCT
Office 2 Printer			BCT		\$ 641	BCT
Office 2 Drawer Cabinet			BCT		\$ 155	BCT
Office microwave			BCT		\$ -	BCT
Office fridge			BCT		\$ 1,950	BCT
Office 1 Desk Chair A			BCT		\$ 90	BCT
Office 1 Desk Chair B			BCT		\$ 90	BCT
Office 2 Desk Chair A			BCT		\$ 90	BCT
Office 2 Desk Chair B			BCT		\$ 90	BCT
Office 1 Meeting Chairs	2		BCT		\$ 260	BCT
Box Ofc Computers	3		BCT		\$ 770	CITY
Box Ofc Monitors	3		BCT		\$ 100	CITY
Box Ofc Tix Printers	2		BCT	\$ 1,250	\$ 2,500	CITY
Box Ofc Printer	1		BCT		\$ 400	CITY
Box Ofc Desk Chairs	2		BCT		\$ 260	CITY

Exhibit B - Section 1

item	Quantity	purch date	purch by	purch price	Total Purch Price	ownership
Box Ofc Large Screen TV	1		BCT		\$ 952	CITY
Tech Booth Computer			BCT		\$ 895	CITY
Tech Booth Monitor			BCT		\$ 490	CITY
Tech Booth Desk Chair	2		BCT		\$ 260	CITY
Tech Booth File Cabinets			BCT		\$ 96	BCT
Tech Booth Shelving	2		BCT		\$ 86	BCT
Projection Storage Shelving	3		BCT		\$ 86	BCT
HVAC Room Shelving			BCT		\$ 86	BCT
HVAC Control Computer			BCT		\$ 1,420	CITY
HVAC Control Monitor			BCT		\$ 289	CITY
Boiler 1			BCT		\$ 18,000	CITY
Boiler 2			BCT		\$ 18,000	CITY
Washer	1	2007	BCT	360	\$ 360	CITY
Dryer	1		BCT	360	\$ 360	CITY
Vacuum 1	1	2003	BCT	299	\$ 299	CITY
Vacuum 2			BCT		\$ 252	CITY

Exhibit B - Section 1

item	Quantity	purch date	purch by	purch price	Total Purch Price	ownership
Historic Marquee Letters	127	1934??	HISTORIC	50 \$	6,350	CITY
New Marquee Letters	275	2007	BCT	1.5 \$	<u>413</u>	CITY
					\$ 273,644	

Exhibit B - Section 2

Buskirk-Chumley Stage

Item	manufacturer	model	Qty	purch date	purch by	purch price	Total Purch Price	ownership	
Stage Equipment									
Microphones	Shure	Beta 58	7			\$159	\$1,113	CITY	
Microphones	Shure	SM 58 S	1	2013	BCT	\$101	\$101	CITY	
Microphones	Shure	SM 58	7			\$99	\$693	CITY	
Microphones	Shure	SM 57	9			\$99	\$891	CITY	
Microphones	Shure	Beta 52	1			\$189	\$189	CITY	
Microphones	Shure	Beta 98 d/s	3	2010	BCT	\$207	\$621	CITY	
Microphones	Audio Technica	Pro 37	4			\$117	\$468	CITY	
Microphones	Audio Technica	4041	2			\$279	\$558	CITY	
Microphones	Audio Technica	4041	2	2013	BCT	\$194	\$388	CITY	
Microphones	Heil	PR30	2	2013	BCT	\$239	\$478	CITY	
Microphones	Sennheiser	MD421-2	2	2013	BCT	\$330	\$660	CITY	
Microphones	Audio Technica	ATW-3000	2		FUMC	\$469	\$938	FUMC	
Microphones	Audio Technica	ATW-T310 bodypack	1		FUMC	\$164	\$164	FUMC	
Microphones	Audio Technica	ATW-T310 bodypack	1	2013	BCT	\$182	\$182	CITY	
Microphones	Countrymen	EG over the ear microphone for AT wireless	1	2012	BCT	\$396	\$396	CITY	
Microphones	Countrymen	B3 Lavelier	2	2013	BCT	\$189	\$378	CITY	
Microphones	Audio Technica	857L podium mic	1			\$150	\$150	CITY	
Microphones	Barcus Berry	Piano Transducer	1			\$220	\$220	CITY	
Microphones	Whirlwind	Director DI	4			\$68	\$272	CITY	
Microphones	Whirlwind	Hotbox Active DI	2			\$120	\$240	CITY	
Microphones	Radial	JD48	2	2012	BCT	\$169	\$338	CITY	
Microphones	Whirlwind	PC DI	1			\$144	\$144	CITY	
Microphones	Whirlwind	ISO2	1	2011	BCT	\$148	\$148	CITY	
Microphones	EV	600e Cast Call microphone	1			\$50	\$50	CITY	

change - identifying microphones as City property

Exhibit B - Section 2

item	manufacturer	model	Qty	purchase date	purchase by	purchase price	Total Purchase Price	ownership
Microphones	Art Cleanbox	two way stereo converter	1			\$55	\$55	CITY
Speakers	EAW	jf650	4			\$2,500	\$10,000	CITY
Speakers	EAW	sb180	4			\$800	\$3,200	CITY
Speakers	EAW	jf60 w/ mounting brackets	7			\$720	\$5,040	CITY
Speakers	EAW	jf260	2			\$1,909	\$3,818	CITY
Speakers	EV	1202er	4			\$350	\$1,400	CITY
Amplifiers	Crest	8200	1	2007	BCT	\$1,470	\$1,470	CITY
Amplifiers	Crest	9200	2	2007	BCT	\$1,700	\$3,400	CITY
Amplifiers	Mackie	M1400	1			\$250	\$250	CITY
Amplifiers	Crown	Com Tech 210	1			\$200	\$200	CITY
Amplifiers	Crown	XTI 4000	4	2009	CITY	\$795	\$3,180	CITY
Amplifiers	Crown	XTI 2002	2	2013	BCT	\$615	\$1,230	CITY
Processing	XTA	DP226	1	2007	BCT	\$1,803	\$1,803	CITY
Processing	Ashley	GXQ 3102	2			\$635	\$1,270	CITY
Processing	DBX	166XL	2			\$250	\$500	CITY
Processing	Yamaha	SPX 990 multi-effects signal	1			\$600	\$600	CITY
Processing	Tascam	CDR 901SL	1	2007	BCT	\$842	\$842	CITY
Processing	Symetrix	1x4 distribution amplifier	1			\$100	\$100	CITY
Processing	Klark Technic	DN 7103 delay	1			\$300	\$300	CITY
Processing	Ashley	XR2001 2 ch. 3 way crossover	1			\$360	\$360	CITY
Processing	DBX	223 2 ch. 2 way crossover	1			\$150	\$150	CITY
Processing	Furman	PL8 power conditioner	1			\$160	\$160	CITY

Exhibit B - Section 2

item	manufacturer	model	Qty	purchase date	purchase by	purchase price	Total Purchase Price	ownership
Soundolier SACR-								
Processing	Atlas	191 sequential power switcher 4ch Line level mixer	1			\$342	\$342	CITY
Mixers	US Audio	M7CL-48 Digital Mixing Console	1	2008	BCT	\$17,250	\$17,250	CITY
Mixers	Yamaha	MY8-AD24 (Eight 24-bit analog inputs)	1	2008	BCT	\$276	\$276	CITY
Infrared Hearing Assist System	Sennheiser	SZI infrared hearing assist system	1			\$852	\$852	CITY
Infrared Hearing Assist System	Sennheiser	headsets	7			\$276	\$1,932	CITY
Intercom system	Telex	BP 1002 Belt packs	8			\$284	\$2,272	CITY
Intercom system	Telex	single-sided head sets	9			\$175	\$1,575	CITY
Intercom system	Telex	double-sided head sets	2			\$210	\$420	CITY
Intercom system	Telex	lightweight Head sets	2			\$179	\$358	CITY
Intercom system		Intercom Phones	3			\$50	\$150	CITY
Cables		32 Channel snake with ...	1			\$2,500	\$2,500	CITY
Cables		12pair XLR snake	1			\$279	\$279	CITY
Cables		10' 28ch XLR fanout snake	1			\$100	\$100	CITY
Cables		XLR Mic cables	45			\$20	\$900	CITY
Cables		10' 1/4" - 1/4"	2			\$10	\$20	CITY
Cables		25' 1/4" - 1/4"	1			\$25	\$25	CITY
Cables		50' 1/4" - 1/4"	2			\$50	\$100	CITY

Exhibit B - Section 2

item	manufacturer	model	Qty	purch date	purch by	purch price	Total Purch Price	ownership
Cables		100' 1/4" - 1/4" Cable	1			\$75	\$75	CITY
Cables		NL4 - 1/4" Cables	5			\$25	\$125	CITY
Cables		20' NL4 - EP4" Cables	4			\$25	\$100	CITY
Cables		5' NL4 - EP4" Cable	1			\$10	\$10	CITY
Cables		100' EP4 Cables	2	2008	BCT	\$45	\$90	CITY
Cables		10' EP4 Cables	2	2008	BCT	\$30	\$60	CITY
Cables		1/4" Instrument Cables	25			\$5	\$125	CITY
Cables		various length AC Cables	11			\$10	\$110	CITY
Cables		6 plug power strips	6			\$5	\$30	CITY
Cables		1/8" To RCA Cables	3			\$5	\$15	CITY
Cables		RCA to RCA cables	4			\$5	\$20	CITY
Cables		Various audio adapters	1			\$150	\$150	CITY
Cables		Stage Lighting Cable	1			\$1,200	\$1,200	CITY
Cables		10' Lex stage pin cable	10	2013	BCT	\$29	\$290	CITY
Misc.		4 space SKB Case	1			\$180	\$180	CITY
Misc.		14 space Mid Atlantic	2			\$250	\$500	CITY
Misc.		40 space Mid Atlantic	1			\$400	\$400	CITY
Misc.		10 space Mid Atlantic	1			\$250	\$250	CITY
Misc.		equipment rack	1			\$250	\$250	CITY

Exhibit B - Section 2

item	manufacturer	model	Qty	purchase date	purchase by	purchase price	Total Purchase Price	ownership
Misc.		2 space rack drawer	1			\$100	\$100	CITY
Misc.		tall microphone stand	13			\$45	\$585	CITY
Misc.		short microphone stand	6			\$39	\$234	CITY
Misc.		soft good hampers	6			\$359	\$2,154	CITY
Misc.		wooden light bases	6			\$5	\$30	CITY
Misc.	Kleigel	light bases	2			\$25	\$50	CITY
Misc.	Yamaha	C7 baby grand piano	1	2002		\$12,824	\$12,824	CITY
Misc.		piano cover & casters	1	2002		\$342	\$342	CITY
Misc.		Wooden pit wall enclosure	1			\$500	\$500	CITY
Misc.		C Clamp for lighting fixtures	28			\$8	\$224	CITY
Misc.		Little for light board	1	2011	CITY	\$33	\$33	CITY
Misc.		Altman pattern holder - B size	8	2013	BCT	\$7	\$56	CITY
Misc.		Source 4 pattern holder - B size	8	2013	BCT	\$8	\$64	CITY
Misc.		Element 40 fader	1	2011	CITY	\$4,000	\$4,000	CITY
Misc.	Apple	Ipad2 32 GB lighting control	1	2011	CITY	\$578	\$578	CITY
Misc.	ETC	Unison Controller	2			\$1,200	\$2,400	CITY
Misc.	ETC	Sensor Dimmers D20	192			\$138	\$26,496	CITY
Misc.	Lycian	Midget Follow Spot	2			\$1,500	\$3,000	CITY
Misc.	Colortran	650-10", 8" ERS	2			\$338	\$676	CITY

Exhibit B - Section 2

item	manufacturer	model	Qty	purch date	purch by	purch price	Total Purch Price	ownership
Lighting Fixtures	Shakespeare	20° ERS	8			\$338	\$2,704	CITY
Lighting Fixtures	Shakespeare	30° ERS	20			\$338	\$6,760	CITY
Lighting Fixtures	Shakespeare	40° ERS	11			\$338	\$3,718	CITY
Lighting Fixtures	Shakespeare	50° ERS	4			\$304	\$1,216	CITY
Lighting Fixtures	Shakespeare	30° Lens Tubes	3			\$100	\$300	CITY
Lighting Fixtures	Altman	360Q 6x9 ERS	9			\$220	\$1,980	CITY
Lighting Fixtures	Altman	360Q 6x12 ERS	28			\$213	\$5,964	CITY
Lighting Fixtures	Altman	360Q 6x16 ERS	4			\$213	\$852	CITY
Lighting Fixtures	Altman	65Q 6" Fresnel	8			\$154	\$1,232	CITY
Lighting Fixtures	Altman	Par64 (lamped in MFL and WFL)	16			\$79	\$1,264	CITY
Lighting Fixtures	Altman	Par64 Short can	4			\$79	\$316	CITY
Lighting Fixtures	Altman	Zip-Strip (lamped 12v, 75w, FL36°)	5			\$250	\$1,250	CITY
Lighting Fixtures	Altman	single cell cyc wash	3			\$199	\$597	CITY
Lighting Fixtures	ETC	Source 4 26"	4	2010	CITY	\$305	\$1,220	CITY
Lighting Fixtures	ETC	Source 4 26"	2	2011	CITY	\$289	\$578	CITY
Lighting Fixtures	ETC	Source 4 26"	4	2013	CITY	\$315	\$1,260	CITY
Lighting Fixtures	ETC	Source 4 36"	4	2010	CITY	\$305	\$1,220	CITY
Lighting Fixtures	ETC	Source 4 36"	4	2009	CITY	\$301	\$1,204	CITY
Lighting Fixtures	ETC	Source 4 36"	4	2011	CITY	\$289	\$1,156	CITY
Lighting Fixtures	ETC	Source 4 Par	16	2009	CITY	\$150	\$2,400	CITY
Lighting Fixtures	Manhasset	Clip on Music stand light	15	2009	CITY	\$19	\$285	CITY
Soft Goods		50'x22' Bi part Traveler - Wine (2 pieces)	1	2011	CITY	\$6,220	\$6,220	CITY
Soft Goods		50'x7'6" Main Valance - Wine	1	2011	CITY	\$1,450	\$1,450	CITY
Soft Goods		50'x25' Black Traveller Curtain	1			\$3,580	\$3,580	CITY
Soft Goods		8'x25' Legs	4			\$570	\$2,280	CITY
Soft Goods		50'x8' Borders	3			\$880	\$2,640	CITY

Exhibit B - Section 2

Item	manufacturer	model	Qty	purchase date	purchase by	purchase price	Total Purchase Price	ownership
Soft Goods		22HX42" Cyc Sky Blue	1	2008	BCT	\$2,394	\$2,394	CITY
Soft Goods		Cyc Diaper	1	2012	BCT	\$300	\$300	CITY
Video	Sony	VPL-FX51 Projector (IU owned)	1		IU	\$0	\$0	IU
Video	panasonic	PT-DM830 Projector	1	2013	FUMC	\$0	\$0	IU
Video	Extron	ISS 506	1	2011	CITY	\$5,052	\$5,052	CITY
Video	LG	BP530 Blu Ray Player	1	2014	BCT	\$100	\$100	CITY
Video	JVC	SV-NP10 DVD Player	1			\$50	\$50	CITY
Video	Toshiba	SD2109 DVD Player	1			\$50	\$50	CITY
Video	Sony	SLV D360P DVD/VCR Playe	1			\$50	\$50	CITY
Video	Zenith	15" TV	1			\$100	\$100	CITY
Video	Radio Shack	Video Switcher	2			\$30	\$60	CITY
Video	Da-Lite	12'x10' screen (FUMC owned)	1		FUMC	\$0	\$0	FUMC
Video	Da-Lite	16" 9-Fast-fold screen	1	2013	FUMC	\$0	\$0	FUMC
Video	Da-Lite	28x21" motorized roller-screen (IU owned)	1		IU	\$0	\$0	FUMC
Video		V200XLN Video Distribution Amp	1	2010	CITY	\$145	\$145	CITY
Video		Video Cables	1			\$100	\$100	CITY
Video		Video cables from Full Compass	1	2010	CITY	\$373	\$373	CITY

Sales #2321461

Exhibit B - Section 2

item	manufacturer	model	Qty	purchase date	purchase by	purchase price	Total Purchase Price	ownership
Video	Logitech	R400 Wireless Presenter Remote	1	2014	BCT	\$40	\$40	CITY
Video	Radio Shack	Dig. To Analog audio adapter	1	2014	BCT	\$40	\$40	CITY
Staging	Wenger	Strata Orchestra 6' Pit Filler	1	2013		\$18,901	\$18,901	CITY - NEW
Staging	Wenger	Strata Orchestra 4' Extension Pit Filler	1			\$12,484	\$12,484	CITY - NEW
TOTAL EQUIP							<u>\$230,670</u>	