

AGENDA
REDEVELOPMENT COMMISSION
May 23, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
Allison Conference Room, Suite 225

Join Zoom Meeting

<https://bloomington.zoom.us/j/84632624815?pwd=bn5NSGptWjNqVHA3NGEvU2R5eFRLUT09>

- I. ROLL CALL**
- II. READING OF THE MINUTES – May 2, 2022**
- III. EXAMINATION OF CLAIMS –April 29, 2022 for \$461,296.88**
- IV. EXAMINATION OF PAYROLL REGISTERS–May 6, 2022 for \$34,420.84**
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report**
 - B. Legal Report**
 - C. Treasurer’s Report**
 - D. Business Development Updates**
- VI. NEW BUSINESS**
 - A. Discussion about New “Spider” Allocation Area for Meridiam**
 - B. Resolution 22-30: Approval of Amendment to the Purchase Agreement between the City of Bloomington and IU Health for Purchase of the IU Health Hospital Site at 2nd and Rogers Streets and Surrender & Demolition Agreement**
 - C. Resolution 22-31: Approval of Construction for West Improvements Along 17th Street between Monroe and Walnut Street**
 - D. Resolution 22-32: To Ratify Offer to Purchase Dodds Street Properties**
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, May 2, 2022 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, and via Zoom, with Cindy Kinnarney, President, presiding
<https://catstv.net/m.php?q=11113>

I. ROLL CALL

Commissioners Present: Deb Hutton, Cindy Kinnarney, and Randy Cassady

Commissioners Absent: Deborah Myerson and Martha Street, MCCSC Representative

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

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development (ESD); Dave Askins, B Square Bulletin; Sam Dove; Holden Abshier

II. READING OF THE MINUTES – Deb Hutton moved to approve the April 18, 2022 minutes and the executive summary for April 18, 2022. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deb Hutton moved to approve the claim register for April 14, 2022, for \$250,486.47. Deborah Myerson seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deb Hutton moved to approve the payroll register for April 22, 2022, for \$34,420.85. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. John Zody stated HAND is going to be hosting a tenant resource fair on Saturday, May 21, 2022.

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

C. Treasurer's Report. Larry Allen was available to answer questions.

D. Business Development Updates: Alex Crowley stated the gravel lot across from the Trades District is temporarily being used by a company called 5-Star Electric. They are a Duke Energy sub-contractor and will be staging their equipment there while replacing all of the light poles in the Showers Complex.

VI. NEW BUSINESS

A. Resolution 22-26: Approval of Partnership Agreement with BCT Management, Inc. Alex Crowley stated this is an annual partnership agreement with BCT Management, Inc. Crowley pointed out a few changes in this year's agreement. He said past agreements have been approved yearly, however this agreement is for three years. Crowley also said, due to fundraising for the centennial celebration the following language has been added to the agreement:

Any funds pledged to the BCTM as part of the centennial celebration from June 1, 2022, through May 31, 2023, shall remain with the BCTM through termination and not be subject to surrender and conveyance upon termination as outlined in

Section 6(j). The BCTM shall provide an accounting of centennial funds pledged and raised to the City by June 1, 2025.

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

Randy Cassady moved to approve Resolution 22-26. Deb Hutton seconded the motion. The motion was unanimously approved.

- B. Resolution 22-27: Approval of Property Tax Payment for Parking Lot Parcels at 216 S. College Avenue. Larry Allen stated in 2019, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue, which included the assumption of a lease for two parcels of land that made up a portion of the parking lot. In 2020, the RDC approved a lease addendum, which provided that the RDC is responsible for paying real estate taxes on the property. The property tax bill due is \$7,040.32.

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

Deb Hutton moved to approve Resolution 22-27. Randy Cassady seconded the motion. The motion was unanimously approved.

- C. Resolution 22-28: Approval of Addendum to Agreement and Amendment to Listing Contract with FC Tucker Commercial. Alex Crowley stated we have a listing agreement with FC Tucker for the commercial spaces at the 4th Street Garage. The listing agreement ended at the end of March. Crowley said the addendum will renew the agreement for another 12 months, beginning in April.

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

Randy Cassady moved to approve Resolution 22-28. Deb Hutton seconded the motion. The motion was unanimously approved.

- D. Resolution 22-29: Approval of Contract for Landscape Maintenance in the Trades District. Alex Crowley stated that City staff solicited bids for landscaping and regular maintenance for RDC owned properties. City staff have negotiated an agreement with Nature's Way to provide the services for an amount not to exceed \$45,000.

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

Randy Cassady moved to approve Resolution 22-29. Deb Hutton seconded the motion. The motion was unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Deb Hutton moved to adjourn. Randy Cassady seconded the motion. The motion was unanimously approved.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

22-30
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AMENDMENT TO THE PURCHASE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND IU HEALTH FOR PURCHASE OF THE IU HEALTH HOSPITAL SITE AT 2ND AND ROGERS STREETS AND SURRENDER & DEMOLITION AGREEMENT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for reuse of the legacy Bloomington Hospital for the Hopewell Development (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the legacy hospital site, which will be known as Hopewell (“Purchase Agreement”); and

WHEREAS, as part of the Purchase Agreement, the RDC had the option of whether to authorize IU Health to demolish all structures on the main hospital site or to preserve the parking garage and the Kohr Administration Building; and

WHEREAS, the RDC elected to keep the parking garage and authorized the preservation of the the Kohr Administration Building in Resolution 20-91; and

WHEREAS, as part of the preservation of the Kohr Building, City staff negotiated a Property Demolition and Surrender Agreement (“Surrender Agreement”) to provide for the selective demolition of the hospital to preserve the Kohr Administration Building and parking garage, terms of maintenance for the structures, and access to the site prior to closing; and

WHEREAS, the Surrender Agreement, attached to this Resolution as Exhibit A, provides, in part, that the RDC will share costs with IU Health for the structural assessment and preservation of the Kohr Building in the amount \$95,505; and

WHEREAS, City staff also believe it is in the best interest of the project to execute an amendment to the Purchase Agreement, (“Amendment”) attached to this Resolution as Exhibit B, which clarifies certain items in the Purchase Agreement, including the location of an access drive to the parking garage and demolition of an overhead bridge that connected IU Health’s former power plant to the legacy hospital; and

WHEREAS, additionally, the Amendment and Surrender Agreement allows the RDC to take possession of the parcels surrounding the main hospital site on or before June 30, 2022, which were set to be developed as part of Phase 1 East of the Hopewell master plan, and the IU Health parcels that were south of First Street as depicted in the Purchase Agreement; and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the cost of the preservation of the Kohr Building outlined above; and

WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit C;

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.
2. The RDC approves the Surrender Agreement attached to this Resolution as Exhibit A and the Amendment to the Purchase Agreement attached to this Resolution as Exhibit B.
3. The RDC finds that the above described expenditure for preservation of the Kohr Building is an appropriate use of the Consolidated TIF.
4. The RDC hereby approves the payment for an amount not to exceed Ninety-Five Thousand Five Hundred and Five Dollars (\$95,505.00) to pay for the preservation of the Kohr Building in accordance with the terms of the Surrender Agreement, the payment of which shall be taken from the Consolidated TIF in accordance with the normal procedures of the RDC's claims process.
5. The RDC hereby approves any necessary closing costs to effectuate the early transfers of Parcels B, C, and D under the Purchase Agreement in accordance with the terms of the Amendment.
6. The RDC authorizes its President, Cindy Kinnarney to executed the agreements approved herein and any necessary closing documents on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

PROPERTY DEMOLITION AND SURRENDER AGREEMENT

THIS PROPERTY DEMOLITION AND SURRENDER AGREEMENT (“Agreement”) is entered into on the date last executed below (“Effective Date”), by and between **Indiana University Health Bloomington, Inc.** (“Seller”) and **The City of Bloomington, Indiana by and through its Redevelopment Commission** (collectively “Buyer”).

RECITALS

A. Buyer and Seller entered into that certain Agreement for Purchase and Sale of Real Estate, dated May 21, 2018, last amended by that certain Fourth Amendment Agreement for Purchase and Sale of Real Estate, dated November 19, 2020 (as amended, the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Buyer shall purchase from Seller the real property located at 601 W. 2nd St., Bloomington, Indiana (the “Current Hospital”) and certain other land and improvements that support the Current Hospital (the “Property”).

C. Seller is responsible for certain demolition activities on and around the Current Hospital, as more particularly described in the Purchase Agreement.

D. Section 1(b)(i) states in relevant part, “Prior to Closing, the City Parties agree that Seller shall demolish all facilities (the “Demolition”), which are located on the portion of the Real Estate known as Parcel A identified on Exhibit C attached hereto and incorporated herein by reference, at its sole cost and expense (the “Demolition Parcel”), with the Parking Garage (as defined below) and Kohr Administration Building (as defined below) being the only exceptions thereto if the City Parties request such structures not be demolished[...].”

E. Following amendments to the Purchase Agreement to extend the notice period for the Buyer, Buyer notified Seller of its election to exclude the Kohr Administration Building, including its adjacent 1981 stair tower, (collectively, the “Kohr Improvements”) and the Parking Garage (the “Parking Garage”) from Seller’s demolition scope (the Parking Garage and Kohr Improvements collectively referred to as the “Excluded Improvements”) in writing on December 22, 2020.

F. The parties desire to enter into this Agreement to clarify and provide additional detail with respect to the logistical, technical and financial aspects of Seller’s demolition activities on and around the Current Hospital parcel.

AGREEMENTS

Now, therefore, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledge, the parties agree as follows:

1. **UTILITY SERVICE:** Water, gas and electric utilities serving the Excluded Improvements were terminated on March 30, 2022. If Buyer determines an active water, gas, fire suppression system (sprinklers) and alarms, and electric service feed is required to preserve either structure during the demolition of the Current Hospital, Buyer shall be responsible for providing it in a timely manner so as not to delay demolition on the remaining portion of the site, and assume

all costs associated with it. Under no circumstances shall Buyer install or consent to the installation of utility lines under or through any area within the Current Hospital parcel where active demolition activities are occurring or scheduled to occur.

2. MAINTENANCE AND REPAIRS: Seller's maintenance of the Excluded Improvements will cease upon execution of this Agreement. Any routine maintenance or repairs necessary to preserve either structure between the Effective Date and the date the properties are conveyed to Buyer is the responsibility of Buyer and shall be done at Buyer's election and cost. The Parking Garage will be cleaned of debris and each level of the Parking Garage prior to conveying the property to Buyer. Seller shall not be responsible for any degradation resulting from the lack of utility service to the Excluded Improvements after the Effective Date.
3. BUILDING ACCESS: Seller may enter the Excluded Improvements for the limited purposes of providing (i) temporary utility service, (ii) assessing the condition of the Excluded Improvements or (iii) to condition the space and/or conduct maintenance, pursuant to the terms of the Access Agreement attached hereto as Exhibit A.
4. SECURITY: On December 5, 2021, an 8' high chain link fence, with locked egress and ingress access gates, was installed around the perimeter of the Current Hospital site, including the Excluded Improvements. The fence will remain in-place during the demolition phase and controlled access will be maintained by the demolition contractor. Seller surrendered the site to the demolition contractor on March 30, 2022, and controlled access to the site will be maintained by the demolition contractor. Controlled access to the site will be maintained by Seller until the property is conveyed to Buyer. Upon completion of demolition activities, the fence will remain in-place and become the property of the Buyer.
5. LANDSCAPING: Landscaping, including trees, vegetation, sidewalks and retaining walls, immediately adjacent to the Kohr Improvements, shall be made accessible to Buyer upon demolition completion to assist with the completion of the Buyer's First Street Redevelopment Project, per the attached diagram (See Exhibit B).
6. CASUALTY LOSS TO EXCLUDED IMPROVEMENTS: Pursuant to Section 6 of the Purchase Agreement, Seller shall bear the entire risk of loss until Closing. Notwithstanding the foregoing, Seller shall notify Buyer of any Casualty Loss (as defined below) to the Excluded Improvements within five (5) business days after Seller's knowledge of such loss. In the event the Excluded Improvements suffer one or more Casualty Loss resulting in restoration cost of \$25,000 or less, in the aggregate ("Seller's Limit"), as determined by Seller's commercially reasonable judgement, Seller shall expend no more than Seller's Limit to restore the Excluded Improvements to an architectural whole. In the event there is one or more Casualty Loss that exceeds Seller's Limit, (i) Seller may demolish the Excluded Improvements and deliver the vacant real estate to Buyer at Closing or, (ii) Buyer, at its election within fifteen (15) business days of notification of the Casualty Loss, shall promptly secure and preserve the Excluded Improvements and diligently commence restoration at its sole cost and expense. If Buyer elects to restore the Excluded Improvements, Buyer shall receive a credit at Closing in the amount of Seller's Limit. If Buyer fails to exercise the right to restore the Excluded Premises in the time period set forth in (ii) above, Seller may immediately exercise its rights in (i) above subject to any necessary permitting, applicable laws and regulations. The parties agree to work cooperatively to obtain a Certificate of Appropriateness if required to effectuate the terms of this paragraph. As used herein, the term "Casualty Loss" means

damage, destruction, or loss of property from any sudden and unexpected event including without limitation collapse, riot, vandalism, sprinkler leakage, flood, hurricane, tornado, accidental destruction, fire, earthquake and/or any other cause ordinarily covered by ISO Form CP 10 30 (Causes of Loss – Special Form).

7. EXTERIOR WALL CONDITION – PARKING GARAGE: Seller’s branding signage shall be removed from the exterior walls of the Parking Garage. Wall penetrations and staining, in locations signage was removed, shall remain as is. Upon removal of the overhead pedestrian walkway, Seller will fence over and install concrete jersey barriers spanning the length of the former pedestrian walkway’s entry.
8. EXTERIOR WALL CONDITION – KOHR IMPROVEMENTS: Seller’s branding signage shall be removed from the exterior walls of the Kohr Improvements. Wall penetrations and staining, in locations signage was removed, shall remain as is. The North and West exterior walls of the Kohr Improvements will be exposed once the adjoining 1962, and 1992 Hospital Additions have been demolished. These exterior walls will be conveyed to Buyer as described below:

North Exterior Wall

- a. A portion of the south foundation wall for the 1962 Hospital Addition passageway and the 1992 Hospital Addition were constructed against the Kohr Building north exterior foundation wall. The 1962 Hospital Addition passageway and the 1992 Hospital Addition ground floor concrete slab will be saw-cut at the face of Kohr Building north exterior wall and then removed. The portion of the south foundation wall of the 1962 Hospital Addition passageway and the 1992 Hospital Addition that were constructed against the Kohr Building north exterior foundation wall will remain in-place in an “As-Is” condition.
- b. Upon removal of the 1962 Hospital Addition passageway, the existing door openings on the ground floor and the first floor of the Kohr Administrative Building’s north stair tower will be infilled using light gauge metal framing and an insulated metal panel to provide a temporary weathertight barrier.
- c. The small infill portion of the 1992 Hospital Addition that was constructed on the West side of the Kohr Administrative Building’s North stair tower contains steel framing for the first floor and the second floor that is pocketed into the exterior limestone panels of the Kohr Administrative Building for support. Upon removal of the 1992 Hospital Addition, a temporary weathertight barrier will be installed in the remaining pocket openings in the exterior limestone panels.
- d. Upon removal of the 1992 Hospital Addition, the existing door opening on the ground floor of the Kohr Administrative Building will be infilled using light gauge metal framing and insulated metal panel to provide a temporary weathertight barrier.
- e. It is unknown if the exterior limestone panels located on the north side of the Kohr Administrative Building’s North stair tower were removed when the 1962 Hospital Addition passageway was constructed. If the original limestone panels were removed, a temporary weathertight barrier will be installed at this location.

- f. Upon removal of the 1962 Hospital Addition passageway and the 1992 Hospital Addition, all exposed pipe penetrations through the outer wall of the Kohr Administrative Building will be sealed to provide a weathertight seal. The exposed limestone façade shall be transferred in an “As Is” condition.

West Exterior Wall

- a. A portion of the east foundation wall for the 1992 Hospital Addition was constructed against the Kohr Building west exterior foundation wall. The 1992 Hospital Addition ground floor concrete slab will be saw-cut at the face of Kohr Building west exterior wall and then removed. The portion of the 1992 Hospital Addition that was constructed against the Kohr Building west exterior foundation wall will remain in-place in an “As-Is” condition.
- b. There are two concrete foundations and grade beams associated with the 1992 Hospital Addition that were constructed in very close proximity to the West side of the Kohr Administrative Building foundation wall. The grade beams will be separated from the foundations by saw cutting and then removed. The remaining foundations will be left in place. A survey will be completed to document their location and depth.
- c. As part of the construction of the 1992 Hospital Addition, thirteen of the windows and two louver openings located on the West side of the Kohr Administrative Building were removed and infilled with CMU block. Upon removal of the 1992 Hospital Addition, a waterproofing sealant will be applied to the exterior face of the CMU block to provide a weathertight barrier.
- d. Upon removal of the 1992 Hospital Addition, all exposed pipe penetrations through the outer wall of the Kohr Administrative Building and, or the 1981 Stair Tower will be sealed to provide a weathertight barrier. The exposed limestone façade shall be transferred in an “As Is” condition.
- e. As part of the removal of the 1992 Hospital Addition outer masonry wall that is constructed on top of the Kohr Administrative Building roof parapet wall and the 1981 Stair Tower roof parapet wall, there is a potential that existing Kohr Administrative Building and 1981 Stair Tower roof flashing membrane may be damaged at the connection point and need to be re-secured. Should this occur, the roof flashing membrane will be repaired and/or re-secured so that existing roofing system remains weathertight. Should findings differ from those described costs for temporary restoration shall be revised to reflect actual conditions.
- f. Upon removal of the 1992 Hospital Addition, the existing door openings on the first floor and second floor of the 1981 Stair Tower will be infilled using light gauge metal framing and an insulated metal panel to provide a temporary weathertight barrier.
- g. To maintain access to the 1981 Stair Tower South exterior entrance door the existing retaining wall located off the south face of the 1981 Stair Tower will require protection. There is currently an opening in the retaining wall that connects to the walkway leading to the 1992 Hospital Addition loading dock. To meet the

site grading requirements, the existing opening in the retaining wall will be infilled with a poured reinforced concrete wall that is doweled into the existing retaining wall. Soil will then be backfilled and graded up against the outer face of the retaining wall.

9. FOUNDATIONS: Seller agrees to remove existing foundations on the Demolition Parcel (Parcel A) as part of Demolition in accordance with Section 2(b)(i) of the Purchase Agreement.
10. "AS IS WHERE IS": Seller's demolition activities in an around the Property may adversely impact the condition of the Excluded Improvement or the site. Except as provided in Section 6 of this Agreement, Seller is not responsible for any damage to the Excluded Improvements or the site and Buyer waives any claims it may have against Seller as a result of such demolition activities and any adverse impacts such demolition may have on the condition of the site or structures, including, without limitation, cracks in walls, plaster, or pipes, falling plaster or damage to any internal fixtures. Buyer shall take title to the Excluded Improvements in their post-demolition "AS IS, WHERE IS" condition. Notwithstanding the foregoing, Seller shall require its contractors to use reasonable commercial efforts to mitigate damage to the Excluded Improvements. Nothing in this Agreement shall either limit either party's ability to file a claim against any demolition contractor, general contractor, or subcontractor operating on the Property on behalf of the Seller or exercising their rights under Section 6 of this Agreement.
11. INDEMNITY: Buyer shall indemnify and hold harmless Sellers (and its agent, employees and contractors) from any and all claims, losses and liabilities arising from injuries or damages occurring on the Property unless such injury or damage: (a) occurred prior to the Effective Date; or (b) arises from the intentional misconduct or gross negligence of Seller.
12. COST TO MAINTAIN EXCLUDED IMPROVEMENTS: Buyer shall pay the following costs associated with the protection and temporary restoration of the Excluded Improvements ("Protection Cost") on the day the parcels are transferred pursuant to Section 13 below but no later than June 30, 2022:

DLZ's Kohr Administrative Building Structural Stabilization Evaluation	\$14,105
Protection and Temporary Restoration of the Excluded Improvements	\$81,400
Total Cost	\$95,505

13. TRANSFER OF PARCELS B, C & D. The fee simple transfer of Parcels B, C, and D, as depicted in Exhibit A of the Purchase Agreement shall occur on or before June 30, 2022. The Closing on Parcel A shall be in accordance with the Purchase Agreement. No other closings shall occur except as mutually agreed to by the parties in writing.
14. AGREEMENT BINDING UPON SUCCESSORS. The covenants, agreements and obligations herein contained shall extend, bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs, successors and assigns.

15. LAW. The law of the State of Indiana shall govern the construction, performance and enforcement of this Agreement.
16. TIME OF ESSENCE. Time shall be of the essence in the performance of every term, covenant and condition of this Agreement.
17. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating between the parties hereto the relationship of principal and agent, partnership, joint venture, or any relationship other than the relationship of buyer and seller.
18. CONFLICT WITH PURCHASE AGREEMENT. In the event of any inconsistency, conflict, or ambiguity as to the rights and obligations of the Parties under this Agreement and the Purchase Agreement, the terms of this Agreement shall control.
19. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.
20. ATTORNEY FEES. If any party hereto shall bring suit against the other as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then in such event, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.
1. WAIVER OF TRIAL BY JURY. SELLER AND BUYER EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, BUYER'S USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE.
21. AUTHORITY. Each person executing this Agreement other than on behalf of themselves represents and warrants that he or she has been duly authorized to execute and deliver this Agreement by the entity on whose behalf they are signing.

[The remainder of this page left blank intentionally - signature page follows]

IN WITNESS WHEREOF, the Parties have caused their proper and duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC.

By: _____
Brian Shockney, President Date _____

THE CITY OF BLOOMINGTON, INDIANA

By: _____
John Hamilton, Mayor Date _____

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the “Agreement”) made this ____ day of May, 2022 by and between INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC. (“IU Health”) and THE CITY OF BLOOMINGTON, INDIANA and the CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION (collectively the “City of Bloomington”) collectively the “Parties”, or each a “Party”), allows certain authorized representatives and agents of the City of Bloomington access to the improvements commonly known as the Khor Administration Building and Parking Garage with an address of 601 W. 2nd Street, Bloomington, Indiana (“Site”), subject to the following terms and conditions:

1. Grant of Access. City of Bloomington may access the Site on for the purposes of (i) temporary utility service, (ii) assessing the condition of the Excluded Improvements or (iii) to condition the space and/or conduct maintenance (the “Work”). City of Bloomington may only bring to the Site equipment reasonably required to complete the Work. City of Bloomington will not perform any intrusive activities other than those included in the approved Work while accessing the Site pursuant to this Agreement. The performance of the Work is at City of Bloomington’s sole cost and expense and City of Bloomington shall not allow any lien to be placed on the Site in connection with the Work. City of Bloomington must coordinate access to the Site at least twenty-four hours prior to each visit with Steve Winters (swinters@dlz.com) or IU Health’s designee. City of Bloomington, at the election of IU Health, will be accompanied by a representative of IU Health during any and all access to the Site. The Work will be performed during normal business hours, on business days set by IU Health and in a manner that does not unreasonably interfere with IU Health or its contractors or agents’ activities at the Site or adjacent land. Notwithstanding the above, IU Health may deny or postpone access to the Site if it reasonably believes access during requested times create a health and safety risk or if such access would interfere with IU Health’s use of the Site.

2. Access to Information. At IU Health’s request, City of Bloomington shall provide all data associated with the Work, all analytical results obtained from any sampling activities performed pursuant to the Work, and all reports associated with the Work to IU Health as soon as reasonably practical, but no later than three (3) business days after receipt of such information.

3. Confidentiality.

a. *Confidential information:* The Parties agree to keep confidential as among them: (i) preliminary or unverified data obtained in the course of the Work; (ii) any draft reports or correspondence relating to the Work; and (iii) any other information that any Party deems in its reasonable discretion as being confidential to third parties.

b. *Reporting obligations:* For the avoidance of doubt, the confidentiality requirements contained in herein do not, and are not intended to, diminish each of the Parties’ obligations pursuant to all applicable laws and regulations. In the event that a Party (i) receives a valid claim by any governmental agency or any court of law for any information governed by this Section, or (ii) otherwise determines in its reasonable discretion that it is obligated by law to disclose any information subject to this Section to any governmental agency, court of law, or third party, then the Party with the disclosure obligation shall, prior to disclosure, and as soon as reasonably practical, but no later than forty-eight (48)

hours after determining the existence of the obligation, notify the other Party of the obligation to disclose.

4. Disclosure of Dangerous Condition. City of Bloomington acknowledges that the Site may constitute a dangerous condition and that City of Bloomington, and its employees and agents, enters the Site at its own risk. City of Bloomington is solely responsible for its safety and for that of its employees and agents, and the presence of any IU Health representative at the Site shall not be considered control or oversight of City of Bloomington, or its employees or agents. City of Bloomington's and City of Bloomington's employees' or agents' access to the Site is on an "as is" and "where is" basis, and IU Health makes no representations or warranties about the safety of the Site. Furthermore, all employees, agents, contractors, or consultants of City of Bloomington accessing the Site must review this Agreement and must execute a written acknowledgment of having received and reviewed this Agreement (the "Written Acknowledgment"), as set forth in Exhibit A, prior to accessing the Site. Only those individuals that have signed a Written Acknowledgment will be permitted to access the Site pursuant to this Agreement.

5. Compliance with Laws. City of Bloomington, and its employees and agents, shall ensure that the Work at the Site is performed in a good and workmanlike manner, and in accordance with all applicable federal, state and local laws, ordinances, rules, orders, regulations, professional codes of conduct, or standards. City of Bloomington shall obtain for itself and its employees and agents all necessary permits, notifications, licenses, or certifications required by any federal, state or local government or law as may be required to undertake and complete the Work.

6. Release of Liability. IU Health and its officers, directors, members, shareholders, employees, agents, successors and assigns (collectively, the "Protected Parties") shall have no responsibility for the health and safety of City of Bloomington or their employees, agents, contractors, or consultants during any access to and inspection of the Site or performance of the Work.

7. Indemnification. City of Bloomington agrees to indemnify, defend, and hold harmless the Protected Parties from and against any and all loss, liability, claim, damage, or expense (including reasonable legal fees and expenses), which the Protected Parties may incur to the extent caused by, arising out of, or in any way related to City of Bloomington or its employees' or agents' access to the Site or performance of the Work. City of Bloomington shall pay amounts required under this provision without the Protected Parties having to first pay said amounts and seek indemnity from City of Bloomington.

8. Insurance. At all times during which City of Bloomington or its employees or agents are at the Site, City of Bloomington must maintain insurance coverage in limits and with carriers acceptable to IU Health, and which includes the Protected Parties as additional insureds. An insurance certificate from City of Bloomington evidencing coverage and the additional insured status must be provided to IU Health prior to any access to the Site.

9. Survival. The provisions of Paragraphs 6 and 7 (Release of Liability and Indemnification) shall survive the expiration or termination of this Agreement.

10. Dispute Resolution. Should a dispute arise between the Parties during the course of the Work, the Parties agree to use good-faith informal efforts to resolve the dispute prior to the initiation of formal action.

11. Attorney Fees. If any party hereto shall bring suit against the other as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then in such event, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.

12. WAIVER OF TRIAL BY JURY. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, CITY OF BLOOMINGTON'S USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE.

13. Governing Law. This Agreement shall be governed by the laws of Indiana, regardless of the choice of law provisions of any other state.

14. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

15. Notices.

If to IU Health: Indiana University Health Bloomington, Inc.
2905 N. Stone Carver Drive
Bloomington 47404
Att: COO, Alan Biggs

With a copy to: Indiana University Health, Inc.
Attn: VP - Corporate Real Estate
950 N Meridian Street Suite 1200
Indianapolis, IN 46204

and to:

Indiana University Health, Inc.
Attn: General Counsel (Real Estate)
340 West 10th Street, Suite 6100
Indianapolis, IN 46202

If to City of Bloomington: City of Bloomington Redevelopment Commission
P.O. Box 100

Bloomington, IN 47402

With a copy to:

City of Bloomington Legal Department
Attn: Corporation Counsel
401 N. Morton Street, Suite 220
Bloomington, IN 47404

IU Health or City of Bloomington may change its address(es) for the purpose of giving notice hereunder by giving the other Party notice thereof in accordance with the provisions of this Section.

16. Termination. This Agreement shall be effective until revoked or terminated in writing by IU Health, or upon agreement of the Parties.

17. Authority to Sign. Each Party represents and warrants that the person or entity signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to legally bind the Party on whose behalf this Agreement is signed to all of the terms, covenants, conditions and restrictions contained in the Agreement, including but not limited to the indemnification provisions contained herein.

18. Modification. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either Party unless reduced to writing and signed by the Parties.

19. Counterparts. This Agreement (or any amendment thereto) may be executed in two or more identical counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties agree that the delivery of the Agreement by facsimile or by computer numeric picture files, such as a PDF file, attached to an email shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile (or computer numeric picture file) signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that original signatures could be used.

[The remainder of this page left blank intentionally - signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement effective as of the day and year first above written.

City of Bloomington

INDIANA UNIVERSITY HEALTH
BLOOMINGTON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Bloomington Redevelopment
Commission

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Written Acknowledgment

The undersigned (“Signor”) acknowledges that he or she has received and reviewed a copy of the Access Agreement (the “Agreement”) between INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC. and THE CITY OF BLOOMINGTON, INDIANA pertaining to access to the improvements commonly known as the Khor Administration Building and Parking Garage with an address of 601 W. 2nd Street, Bloomington, Indiana (the “Site”), which Site is more thoroughly described in the Agreement. Signor specifically acknowledges having read and understood the provisions of the Agreement, including those that pertain to Grant of Access (paragraph 1), Disclosure of Dangerous Conditions (paragraph 4) and Compliance with Laws (paragraph 5). As a result, Signor acknowledges the potential dangers associated with access to the Site, and understands that he or she enters the Site at his or her own risk and waives all past, present, and future claims against the Protected Parties (as defined in paragraph 6), and releases the Protected Parties from all responsibility and liability arising from or otherwise related to the Site’s conditions or Signor’s access to the Site.

Only those individuals that have signed a Written Acknowledgment will be permitted to access the Site pursuant to this Agreement.

Printed Name: _____

Signature: _____

Company (if applicable): _____

Date: _____

Exhibit B
(Landscaping)



- Retaining wall to be protected
- - - Unless otherwise noted, all landscaping, trees, and sidewalk to be protected



**PROPERTY DEMOLITION
AND
SURRENDER AGREEMENT**

Scale: NTS

EXHIBIT B

**FIFTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

This FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “**Amendment**”) is effective as of _____, 2022 (the “**Effective Date**”), by and between INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC., an Indiana nonprofit corporation (“**Seller**”), and THE CITY OF BLOOMINGTON, INDIANA, by and through the BLOOMINGTON REDEVELOPMENT COMMISSION (“**Buyer**”).

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate, dated as of May 21, 2018, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Estate, dated effective August 31, 2018, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Estate, dated effective October 31, 2018, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Estate, dated effective May 20, 2019, as further amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Estate, dated effective November 19, 2020 (as amended, the “**Agreement**”).

B. The parties desire to amend the Agreement as specified herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Property Demolition and Surrender Agreement. Seller shall not be required to consummate the conveyance contemplated by this Amendment unless and until Buyer and Seller execute that certain Property Demolition and Surrender Agreement being negotiated between both parties.
3. Parking Garage Access Drive. Exhibit D attached to the original Agreement was incomplete; specifically, it failed to identify the parking garage access drive that is to be conveyed in its “as is” condition. Exhibit A attached to this Amendment identifies that access drive.
4. Power Plant Overhead Bridge. Notwithstanding anything in the Agreement to the contrary, Buyer and Seller hereby agree that Seller will be demolishing the overhead bridge that connects to the power plant on the Real Estate and crosses over 1st Street prior to the conveyance of Parcel A.

5. Non-Hospital Site Properties. Seller previously conveyed the New Hope Properties to Buyer pursuant to the terms and conditions of the Fourth Amendment to the Agreement. Notwithstanding anything in the Agreement to the contrary, Buyer and Seller hereby agree that Seller shall convey Parcel “B” (excluding the New Hope Properties), Parcel “C” and Parcel “D” as more specifically depicted and/or described on Exhibit C of the Agreement (the “**Non-Hospital Site Properties**”) to Buyer.

6. Conveyance Documents. The transfer of the Non-Hospital Site Properties from Seller to Buyer shall be effectuated by the execution and delivery of the following documents: (i) Special (Limited) Warranty Deed; (ii) Vendor’s Affidavit; (iii) Non-Foreign Status Affidavit; (iv) Indiana Sales Disclosure Form; (v) Bill of Sale; (vi) a closing statement; and (vii) any other documents reasonably required by the Title Company or the parties to consummate the transfer (collectively, the “**Conveyance Documents**”).

7. Restrictive Covenant. Buyer and Seller hereby agree that the Restrictive Covenant (as described in Section 7(a) of the Agreement) shall not apply to the transfer of the Non-Hospital Site Properties because the Non-Hospital Site Properties are not part of “Parcel A” (as identified on Exhibit C of the Agreement).

8. Second Payment. Buyer and Seller hereby agree that the transfer of the Non-Hospital Site Properties shall not constitute the “Closing” so as to trigger Buyer’s obligations with respect to the Second Payment. The Second Payment is not due until the later of (i) January 1, 2021, and (ii) on or before thirty (30) days after the Site Condition Approval Date. The Site Condition Approval Date has not yet occurred because the Site Conditions (Demolition, Remediation and Vacation) have not yet been satisfied.

9. Site Conditions. Buyer and Seller, respectively, hereby agree that the Site Conditions are not required to be satisfied with respect to the Non-Hospital Site Properties, and Buyer and Seller each hereby waives the Site Conditions with respect to the Non-Hospital Site Properties.

10. Conditions Precedent. Buyer and Seller, respectively, hereby agree that each party’s respective Conditions Precedent are either satisfied or waived with respect to the Non-Hospital Site Properties.

11. Miscellaneous Closing Matters.

- a. At closing for the Non-Hospital Site Properties, Seller shall provide to Buyer all keys, remote control devices, passcodes, entry badges and other such property

access items for Non-Hospital Site Properties to the extent they have any such items in their possession.

- b. Seller shall terminate, effective on or before the closing for the Non-Hospital Site Properties, any and all contracts with respect the Non-Hospital Site Properties.
- c. Seller shall pay for the title premium and title search fees in connection with the title policy to be issued in the name of Buyer for the Non-Hospital Site Properties (for a coverage amount of Three Million One Hundred Twenty-Five Thousand and No/100 Dollars (\$3,125,00.00)) and one-half (½) of the closing fee charged by the Title Company to insure the closing. Buyer shall be responsible for the other one-half (½) of the closing fee and any title insurance endorsement fees. The closing on the Non-Hospital Site Properties shall not affect the allocation of costs for the balance of the Real Estate, including, without limitation, the cost of the Survey to be split between the parties.

12. Notice Addresses. Seller's notice parties and addresses are hereby updated to be as follows:

If to Seller: Indiana University Health Bloomington, Inc.
2905 Stone Carver Drive
Bloomington, IN 47404
Attn: President, South Central Region

With a copy to: Indiana University Health, Inc.
Attn: VP – Corporate Real Estate
950 N Meridian Street, Suite 1200
Indianapolis, IN 46204

and to: Indiana University Health, Inc.
Attn: General Counsel (Real Estate)
340 West 10th Street, Suite 6100
Indianapolis, IN 46202

and via email to: CRElegal@iuhealth.org

and to: Dentons Bingham Greenebaum LLP
Attn: Matthew G. Nolley, Esq.
2700 Market Tower
10 West Market Street
Indianapolis, IN 46204

13. Effect of this Amendment. The parties hereby ratify and confirm the Agreement, as modified by this Amendment. If there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.

14. Counterparts. This Amendment may be executed in counterparts or by use of counterpart signature pages, each of which may be delivered by electronic means, including without limitation by facsimile or by PDF file sent by electronic mail, with the same force and effect as an original.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BUYER:

THE CITY OF BLOOMINGTON, INDIANA

By: _____

Printed: _____

Title: _____

THE CITY OF BLOOMINGTON, INDIANA,
by and through the Bloomington Redevelopment
Commission

By: _____

Printed: _____

Title: _____

SELLER:

**INDIANA UNIVERSITY HEALTH
BLOOMINGTON, INC.,** an Indiana nonprofit
corporation

By: _____

Printed: _____

Title: _____

EXHIBIT A
Parking Garage Access Drive



City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

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

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$27,905,934.00
Sources of funds:	

Consolidated TIF	\$25,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

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

8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**22-31
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONSTRUCTION FOR WEST IMPROVEMENTS ALONG 17TH STREET
BETWEEN MONROE STREET AND WALNUT STREET**

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets (“Project”); and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form; and
- WHEREAS, the construction contract for the Project has been divided into two parts: a federally funded portion from Monroe to Walnut Streets (West Project) and a locally funded project from Walnut to Grants Streets (East Project); and
- WHEREAS, the RDC approved the construction inspection agreement with VS Engineering, Inc. in Resolution 22-18 for the West Project; and
- WHEREAS, the Indiana Department of Transportation (INDOT) solicited bids for the Construction Agreement and the lowest, most responsive bidder agreed to perform the construction services for a total amount not to exceed \$3,083,517.00; and
- WHEREAS, City Staff estimate that the City’s local portion of the Construction Agreement will be \$1,019,215, while federal funding will cover \$2,064,302 of the construction; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services pursuant to the terms of the City’s agreement with INDOT; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.

2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves funding for the local portion of the Construction Agreement and authorizes the City of Bloomington to expend an amount not to exceed a One Million Nineteen Thousand Two Hundred Fifteen Dollars (\$1,019,215), to be payable in accordance with the terms of the City agreement with INDOT.
4. The Controller shall make the determination of funding source within the Consolidated TIF as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Vice President

Date



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

Bill To:

City of Bloomington
P.O. Box 100
Bloomington IN 47402

Customer No: CST000001805
Invoice: 000071330
Invoice Date: 5/13/2022
Invoice Type: LPA

AMOUNT DUE: \$1,019,215.00

***** Payment is Due Upon Receipt of Invoice *****

Line	Product Description	Quantity	Unit Amt	Net Amount
1	R-41895 / DES 1900402 Bike/Pedestrian Facilities on ST1065 17th Street from Monroe Street to Grant Street in Monroe County Seymour District; 5/5/22 Letting	1.00	516,075.50	516,075.50
2	Activity 22CNM1L	1.00	503,139.50	503,139.50

Subtotal: \$1,019,215.00

Amount Due: \$1,019,215.00

Payment Options
See Reverse Side



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

- To make a credit card payment by telephone, call: 1-800-745-4308

- OR RETURN THIS PORTION WITH YOUR PAYMENT

Department of Transportation
Attention: Agent Cashier
IGC-N758-AR
100 N. Senate Ave.
Indianapolis, IN 46204

Invoice: 000071330

Amount Paid \$ _____

Visa Mastercard Discover Check/Money Order

Name on Card _____

Card Number _____

(Name must appear as exactly as on card)

CID (3 or 4 digit security code) _____

Expiration Date _____

Billing Address _____

Signature Required: _____

Date _____



Report Summary

Printed On: 5/13/2022

14:24:50 PM

Invoices: 1

Process Instance: 29117186

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 17th Street Multimodal Improvements from Monroe Street to Grant Street

Project Manager: Neil Kopper

Project Description: This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17th Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17th Street and improvements to the lane alignments at the 17th Street and College Avenue intersection.

Project Timeline:

Start Date: August 21, 2017

End Date: December 31, 2024

Financial Information:

Estimated full cost of project:	\$5,857,202 \$6,132,118.58
Sources of funds:	
Federal Highway Administration ¹	\$2,307,822
Consolidated TIF / 2015 TIF Bond	\$3,549,380 \$3,824,296.58

¹ INDOT administers the distribution of federal funding to local transportation projects.

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$1,000,000 \$839,745 (Amendment 3 expected to be no added fee)	August 2017 – December 2023 ²
2	Right-of-Way Acquisition	\$650,000 \$601,655	January 2020 – December 2021
3	Total Construction Inspection	\$391,800	May 2021 – December 2023
	3a. Amended (Monroe to Walnut)	\$304,400	
	3b. Second Agreement (Walnut to Grant)	\$87,400	
4	Construction	\$3,815,401.58 \$4,298,918.58	February 2022 – December, 2022
	4a. Construction Tree Clearing	\$22,500	2022
	4b. Construction – East (Walnut to Grant)	\$1,192,901.58	2022
	4c. Construction – West (Monroe to Walnut)	\$2,600,000 \$3,083,517	2022-2023

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 17-52 Approval of Project Review and Approval Form
 19-60 Update to Project Review and Approval Form
 19-72 Approval of Design Contract
 21-33 Amendment #1 to Design Contract
 21-92 Approval of Funding for Right-of-way Acquisition
 22-11 Approval of Construction Inspection and Tree Clearing Contracts
 22-18 Amended Construction Inspection Agreement
 22-19 Construction Inspection Agreement (Walnut to Grant)
 22-24 Approval of Funding for Construction (East)
 22-31 Approval of Funding for Construction (West)

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² This will extend through the construction phase to ensure engineering services are available throughout the construction process.

**22-32
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO RATIFY OFFER TO PURCHASE DODDS STREET PROPERTIES

WHEREAS, pursuant to Indiana Code §§ 36-7-14-19. -19.5, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and

WHEREAS, the RDC authorized Staff to pursue acquisition of the following parcels of real estate located at 813, 819, 825, and 831 W. Dodds Street, Bloomington, Indiana (“Property”):

Parcel No.	Legal Description	Acreeage
53-08-05-402-108.000-009	015-42550-00 DIXIE HIGHWAY LOT 83	0.16
53-08-05-402-109.000-009	015-42540-00 DIXIE HIGHWAY LOT 82	0.16
53-08-05-402-051.000-009	015-42530-00 DIXIE HIGHWAY LOT 81	0.16
53-08-05-402-131.000-009	015-42520-00 DIXIE HIGHWAY LOT 80	0.16;

WHEREAS, pursuant to Indiana Code § 36-7-14-19(b), two (2) independent appraisals were procured to determine the fair market value of the Property; and

WHEREAS, City Staff offered One Hundred Thirty-Six Thousand Dolalrs (\$136,000.00) pursuant to the appraisals pursuant to the terms of an Offer to Purchase, which is attached to this Resolution as Exhibit A; and

WHEREAS, the owner of the Proeprty, Habitat for Hunmanity of Monroe County, Inc., accepted the RDC’s offer; and

WHEREAS, the RDC has available Consolidated TIF Funds to pay for the acquisition of the Property in accordance with the Offer to Purchase;

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

1. The RDC reaffirms its support of the Project, reiterates that the Project serves the public’s best interests, and finds that the acquisition of the Property is an appropriate use of the Consolidated TIF.
2. Pursuant to the terms of the Offer to Purchase that is attached to this Resolution as Exhibit A, the RDC expressly ratifies the Offer to Purchase. The purchase price shall be paid according to the terms set forth in Exhibit A from the Consolidated TIF. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City or the RDC’s claims process.

3. The Redevelopment Commission authorizes Staff to prepare any documents necessary for closing on the purchase of the Property, and authorizes RDC President Cindy Kinnarney to sign on behalf of the Redevelopment Commission any documents necessary for closing on the purchase of the Property.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation (“Buyer”), offers to purchase from Habitat for Humanity of Monroe County, Inc. (“Seller”) the following real estate commonly known as 813, 819, 825, and 831 W. Dodds Street, Bloomington, Monroe County, Indiana:

Parcel No.	Legal Description	Acreage
53-08-05-402-108.000-009	015-42550-00 DIXIE HIGHWAY LOT 83	0.16
53-08-05-402-109.000-009	015-42540-00 DIXIE HIGHWAY LOT 82	0.16
53-08-05-402-051.000-009	015-42530-00 DIXIE HIGHWAY LOT 81	0.16
53-08-05-402-131.000-009	015-42520-00 DIXIE HIGHWAY LOT 80	0.16

(hereinafter referred to as the “Real Estate”) for **One Hundred Thirty-Six Thousand Dollars (\$136,000.00)** (the “Purchase Price”), subject to the following written terms and conditions:

1. **Payment.** The entire Purchase Price shall be payable at closing.
2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer’s obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:
 - 2.1 **No Encroachment.** All improvements on the Real Estate shall be located entirely within the bounds of the Real Estate and there will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
 - 2.2 **Title Evidence and Insurance.** Seller shall provide, at Seller’s expense, a commitment for an owner’s title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Seller. Buyer shall notify Seller within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:
 - a. Taxes which Buyer has agreed to pay and any other assessments which Buyer has agreed in writing to pay;
 - b. Liens which Buyer has agreed in writing to pay;
 - c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and
 - d. Recorded easements which Buyer has agreed in writing to pay.

- 2.3 **Environmental Conditions.** Buyer may obtain, at its sole expense, one or more environmental reviews of the Real Estate. In the event that Buyer obtains one or more environmental reviews of the Real Estate, this offer is contingent upon the Buyer's satisfaction with the environmental conditions of the Real Estate. The Buyer shall have up to sixty (60) days following acceptance of the offer to obtain environmental reviews of the Real Estate and to affirmatively accept or reject—in its sole discretion—the environmental conditions of the Real Estate. If the Buyer does not affirmatively reject the environmental conditions of the Real Estate within that time period, Buyer shall be deemed to have accepted the environmental conditions of the Real Estate.
- 2.4 **Representations and Warranties.** Seller represents and warrants to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Seller's knowledge and belief:
- 2.4.1 Seller has not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;
- 2.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Seller's ownership thereof;
- 2.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanic's, materialmen's or other liens affecting the Real Estate or any portion thereof;
- 2.4.4 Prior to the closing, Seller shall not sell, assign, transfer, lease sublease encumber or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer's prior written consent, nor shall Seller amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer's prior written consent;
- 2.4.5 Seller know of no facts nor have Seller misrepresented or failed to disclose any facts which materially adversely affect the value of the Real Estate; and
- 2.4.6 Seller shall deliver possession of the Real Estate to the Buyer on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Buyer in writing.
- 2.5 **Right to Inspect.** Buyer and its representatives shall have the right to enter upon the Real Estate and conduct all tests and examinations which they deem

necessary, including any environmental evaluations, unless otherwise stated. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's inspections, testing or environmental reviews no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement.

- 2.6 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Seller's knowledge and belief, no such action or proceeding is or shall be threatened.
- 2.7 **Real Estate Taxes.** If applicable, Seller shall pay all real estate taxes assessed prior to or in 2021 payable before or in 2022. The taxes assessed in 2022 payable in 2023 shall be pro-rated to the date of Closing.
- 2.8 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.
- 2.9 **Redevelopment Commission Approval.** This offer is contingent upon approval of the purchase of the Real Estate by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve the purchase within thirty (30) days following acceptance of the offer by Seller, the offer to purchase is rescinded and the sale is terminated. This approval in Section 2.9 shall be separate and distinct from the acceptance of the environmental conditions in Section 2.3.

3. **Risk of Loss.** Seller shall bear the risk of loss or damage to the Real Estate occurring subsequent to the acceptance of this Offer and until delivery of the deed. If damage occurs and the damage cannot be repaired for an amount not to exceed ten percent (10%) of the Purchase Price, either party may cancel this Agreement.

4. **Default.** If Seller, through no fault of Seller, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Seller's sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Seller refuses to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Seller may elect to pursue all available legal or equitable remedies.

5. **Closing and Possession.** Closing shall take place at a time, date and location agreed upon by the Parties within thirty (30) days of the Redevelopment Commission's acceptance of

the environmental conditions of the Real Estate under Section 2.3, unless extended by mutual agreement. Costs of closing, except those specified elsewhere in this Offer, shall be shared between Buyer and Seller. At Closing, Seller shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Possession of the Real Estate shall be delivered to the Buyer on the date of Closing, and the Lease Addendum shall remain in full force and effect until possession is transferred.

5. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

6. **Duration of Offer.** This Offer shall expire if a written acceptance endorsed hereon or a counteroffer is not delivered by Seller on or before 12:00 p.m., on Friday, May 13, 2022.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

BUYER:
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

By: _____
John Zody, Director, Department of Housing and Neighborhood Development
City of Bloomington

Date: May 3, 2022

ACCEPTANCE OF OFFER

The above Offer is accepted at _____ a.m./p.m. on the _____ day of _____, 2022. Receipt of a signed copy of this Offer is acknowledged.

SELLER:

Date: _____, 2022