

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**June 21, 2022 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room**

**<https://bloomington.zoom.us/j/81077534233?pwd=RVJQTzZuaVE0MWRtbm4rN2E5NUtOUT09>**  
**Meeting ID: 810 7753 4233**  
**Passcode: 229555**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – May 23, 2022, May 31, 2022 Special Meeting, and June 6, 2022
- III. EXAMINATION OF CLAIMS** –June 10, 2022 for \$1,922,610.93
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 3, 2022 for \$34,420.86
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A.** Director’s Report
  - B.** Legal Report
  - C.** Treasurer’s Report
  - D.** Business Development Updates
- VI. NEW BUSINESS**
  - A.** Resolution 22-36: Approval of Demolition Contract for Hopewell Phase 1 East
  - B.** Resolution 22-37: Approval of Revised Primary Plat Approval for Hopewell Phase 1 East Project
  - C.** Resolution 22-38: Sale of Real Property Located at 1306 West Kirkwood Avenue
  - D.** Resolution 22-39: Approval of Funding for Painting and Sealing at the Dimension Mill
  - E.** Resolution 22-40: Right of Entry to Dimension Mill Inc. and the Boys & Girls Club for Access to Trades District Lots for Lemonade Day
  - F.** Resolution 22-41: Right of Entry for Access to the Fourth Street Garage for Art Shows
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, May 23, 2022 at 5:00 p.m. in the Allison Conference Room, Suite 225, 401 North Morton Street, and via zoom, with Deborah Myerson, Presiding***  
**<https://catstv.net/m.php?q=11245>**

**I. ROLL CALL**

Commissioners Present: Deb Hutton, Deborah Myerson, Randy Cassady, and Martha Street, MCCSC Representative

Commissioners Absent: Cindy Kinnarney

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); Jeff Underwood, City Controller; Dave Askins, B Square Bulletin; Sam Dove; Holden Abshier; Rick Dietz, Director, City ITS Department; Clark Greiner; Jen Pearl, BEDC; Deb Kunce, JS Held; Neil Kopper, Senior Project Engineer, Engineering Department

**II. READING OF THE MINUTES** – Deb Hutton said the May 2, 2022 minutes listed Deborah Myerson seconding the motion to approve the claim register. However, Myerson did not attend that meeting. Randy Cassady actually seconded the motion.

Randy Cassady moved to approve the May 2, 2022 minutes, with the correction. Deborah Hutton seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** –Deb Hutton moved to approve the claim register for April 29, 2022 for \$461,296.88. Randy Cassady seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** –Randy Cassady moved to approve the payroll register for May 6, 2022 for \$34,420.84. Deb Hutton seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

A. Director's Report. Joh Zody reported receiving the final annual allocation amount from HUD, for the Community Development Block Grant program. Zody said we received a decrease in funds this year, as did most communities. In order to fund the physical improvement projects at the previously approved amounts, HAND will move forward \$17,872 in previous unallocated funds.

Zody mentioned that the College Square Building has some HVAC issues which staff is currently working on.

Zody reported there will be a groundbreaking for the Retreat at Switchyard on June 9.

B. Legal Report. Larry Allen reported closing on the property at 413 W. 2<sup>nd</sup> Street. He said the property will be part of the Hopewell Development.

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

- D. Business Development Updates: Alex Crowley stated The Hopewell Project has the potential to bring on board an owner's representative function. Staff is in the process of putting together an RFI.

#### A. NEW BUSINESS

- A. Discussion about New "Spider" Allocation Area for Meridiam. Rick Dietz gave a presentation of the Bloomington Meridiam project. Dietz and other staff members answered the commissioner's questions regarding the project.
- 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 2<sup>nd</sup> and Rogers Streets and Surrender & Demolition Agreement. Larry Allen stated as part of the purchase agreement to purchase the legacy hospital site, 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. The RDC elected to keep the parking garage and authorized the preservation of the Kohr Building. As part of the preservation of the Kohr Building, City staff negotiated a Property Demolition and Surrender Agreement to provide for the selective demolition of the hospital to preserve the Kohr Building and parking garage, terms of maintenance for the structures, and access to the site prior to closing. The RDC will share costs with IU Health for the structural assessment and preservation of the Kohr Building in the amount of \$95,505.

City staff also believe it is in the best interest of the project to execute an amendment to the purchase agreement, 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. 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.

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

Deb Hutton moved to approve Resolution 22-30. Randy Cassady seconded the motion. The motion was unanimously approved.

- C. Resolution 22-31: Approval of Construction for West Improvements along 17<sup>th</sup> Street between Monroe and Walnut Street. Neil Kopper stated 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. 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.

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

Randy Cassady moved to approve Resolution 22-31. Deb Hutton seconded the motion. The motion was unanimously approved.

- D. Resolution 22-32: To Ratify Offer to Purchase Dodds Street Properties. John Zody said City staff made an offer on the parcels located at 813, 819, 825, and 831 W. Dodds. The offer amount was \$136,000 for all four lots. The owner of the property accepted the offer. Zody pointed out that the resolution has the consolidated TIF as a funding source, however the plan is to use ARPA or HOME funds. The lots will be used for affordable housing.

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

Deb Hutton moved to approve Resolution 22-32, with the amendment to replace the consolidated TIF with ARPA or HOME funds. Randy Cassady seconded the motion. The motion was unanimously approved.

**VI. BUSINESS/GENERAL DISCUSSION**

Larry Allen informed the commission there will be a special meeting on Tuesday, May 31, 2022. Allen said we will present the resolution that will go with the Spider TIF.

**VII. ADJOURNMENT**

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

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, May 31, 2022, at 5:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, and via zoom, with Deborah Myerson, Presiding***  
**<https://catstv.net/m.php?q=11269>**

**I. ROLL CALL**

Commissioners Present: Deb Hutton, Randy Cassady, Deborah Myerson, and Martha Street, MCCSC Representative

Commissioners Absent: Cindy Kinnarney

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

Others Present: Larry Allen, Attorney, City Legal Department; Jeff Underwood, City Controller; Alex Crowley, Director, Economic and Sustainable Development (ESD); Dave Askins, B Square Bulletin; Sam Dove; Holden Abshier; Rick Dietz, Director, ITS Department; Richard Starkey, Barnes & Thornburg; Nick Phillips, Meridiam SAS; Scott Layman, Meridiam SAS

**II. NEW BUSINESS**

A. Resolution 22-33: Declaratory Resolution Establishing Meridiam Economic Development Area Allocation Area, and Economic Development Plan. Rick Dietz gave a presentation on the Meridiam project. The commissioners had several questions, which staff and Meridiam representatives answered.

Deborah Myerson asked for public comment. Dave Askins of the B Square Bulletin gave comment, which included several questions. Commissioners requested that staff answer the questions raised during Mr. Askins comments.

Deb Hutton moved to approve Resolution 22-33. The motion did not received a second. Randy Cassady noted that Cindy Kinnarney was absent and stated he was not comfortable seconding the motion without all members of the commission present. He felt everyone should have a voice in the vote. Assistant City Attorney Larry Allen stated that there may be several options available, including postponing consideration of the motion, but he did not believe the Commission's presiding officer could second the motion.

Upon consultant with Staff, the Commission agreed to take a 5 minute recess to review the procedural options for the board. After returning from recess, Allen stated under Robert's Rules, the chair can put a question on the table without a second. He said Robert's Rules states that the absence of a second would not affect the validity of the motion's adoption.

Deborah Myerson called for a vote, without a second. Deborah Myerson and Deb Hutton voted yes. Randy Cassady voted no. Allen believed that the default rule of majority vote of those in attendance would apply and that the motion success with a 2-1 vote. However, later in the meeting Larry Allen informed the commission that after further research, he realized any motion before the board needs approval from at least 3 commissioners in order to pass, therefore Resolution 22-33 failed.

The commission agreed to try to meet during its already scheduled meeting on Monday, June 6, when all commissioners could be present and consider the motion anew. Staff agreed to reach out to confirm the commissioners' availability.

B. Resolution 22-34: Resolution of No Excess Assessed Value in Allocation Areas. Larry Allen stated every year the RDC Commission is required to submit notice to the Department of Local Government Finance and any taxing area that is either wholly or partially located in one of our allocation areas, and let them know if we have any excess valuation. Allen said there is no excess value from the allocation areas. The notice is due by June 15, 2022.

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

Randy Cassady moved to approve Resolution 22-34. Deb Hutton seconded the motion. The motion was unanimously approved.

C. Resolution 22-35: Amendment to Community Development Block Grant (CDBG) agreement with Summit Hill. The RDC previously approved a CDBG funding agreement with Summit Hill Community Development Corp. (SHCDC) to replace sidewalks and install solar panels on the office building in the Crestmont Complex. SHCDC is requesting to expand the scope of work to include sidewalks at the Reverend Butler Apartments Complex. The amendment to the agreement is for scope of work only. The funding amount will not change.

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

Deb Hutton moved to approve Resolution 22-35. Randy Cassady seconded the motion. The motion was unanimously approved.

**A. BUSINESS/GENERAL DISCUSSION**

John Zody stated the Annual Action Plan will be back up for public comment on June 1, 2022. He also mentioned there will be a groundbreaking on June 9, 2022 for the Retreat at Switchyard Apartment Complex.

Larry Allen brought to the board's attention the mistaken advice that he had given during the consideration of Resolution 22-33 as noted above.

**B. ADJOURNMENT**

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

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date



**CITY OF  
BLOOMINGTON**

**June 2022**

# June, 2022 / Draft Presentation

## Meridiam TIF Request

- Overview
- About Meridiam
- About the Meridiam / Bloomington Project
- About this TIF Request
- Summary



# Overview: Current State

- Broadband as defined by FCC at 25/3Mbps is not adequate.
- Inequalities exist for low-income groups, but also families with children, and older residents. For instance, a “homework gap” impacts low income students with low-speed connections, and many residents can only access the internet through phones.
- Reliable, high speed internet is increasingly a work requirement, not just for remote work
- COVID-19 pandemic highlighted even more the equity gaps in our broadband marketplace
- Current providers subsidy programs are not attracting users and don’t go far enough.

# Overview: What is Fiber

- Fiber optic cable is the premiere world class delivery mechanism for internet services. Scalable for future high-speed needs. Capacity limited by electronics at both ends.
- Fiber optic cables contain strands of glass to move information. Strands combined into bundles which form a fiber optic cable with one-to-many strands. (The City's fiber optic cable is 96 strands for instance.)
- Installed underground and aerially on utility poles.
- Basis for modern future-looking networks like we are discussing here.

# Overview

- TIF: Meridiam has requested and the City supports the creation of an allocation area to cover personal business property of Meridiam as they install their fiber infrastructure and network equipment throughout the City.
- Meridiam will invest more than \$50M in building the network, as well as establishing an office, hiring staff, etc.
- Taxes collected in the TIF would be rebated to Meridiam by the City. This is desired to facilitate the build and to achieve the objectives of Meridiam and City.

# About Meridiam



- International public infrastructure developer, investor, manager
  - Based in France, US Headquarters in NYC
- Mission-driven firm - Benefit Corporation
  - Environmental, Social and Corporate Governance (ESG)
  - UN Sustainable Development Goals (SDG)
- Focal areas: Transportation, Energy Transformation, and Fiber
- Uniquely good fit with Bloomington's fiber goals, digital equity strategic plan, and community values.

# Why are we here?

- City has long sought partner(s) to ensure Bloomington residents and businesses have ubiquitous / affordable high-speed fiber connectivity
- Secure the benefits of modern technology for all – education, healthcare, jobs, entertainment, personal engagement and more – regardless of income and neighborhood.
- Bridge the digital divide and address digital equity gaps.
- Enhance Bloomington's competitiveness as a leading innovative community.

# Goals

City's goals have been consistent throughout this project

- **Community-Wide** – No parts of Bloomington left behind
- **Community Benefits** – Our community has an interest in an open, competitive, fairly priced network. We should have a say.
- **Financially Sustainable** – Network operates with sustainable business model
- **Bridging Digital Divide** – Addressing digital equity issues

# Backstory (Super Condensed)

- **Request for Information (RFI) Released – April 1, 2016** (21,12,6,4,2,1)
- **Axia – Aug, 2016 – April 20, 2017** – Axia Negotiation dissolves
- **Other Parties: Carlyle, Yomura, Allo, Ting, Metronet**
- **Metronet – May-Oct, 2018** – Metronet negotiation dissolves
- **Local Incumbent Providers (Smithville, AT&T, Comcast) – 2016 to 2020+ –**  
Not pursuing Citywide FTTP actively, not aligned with City goals
- **COVID-19 – Mar, 2020 - Present** – Shutdown/continuing global pandemic
- **Digital Equity Survey & Strategic Plan – 2020** – DE Strategic Plan released
- **Wyerd – Sep, 2020 to Mar, 2021** – Wyerd negotiation dissolves (sort of)

# Backstory

- **Meridiam – Mar, 2021** – Friendly facilitated handoff from Wyverd to Meridiam after Wyverd purchase by Carlyle Group results in change of market targets.
- **Meridiam – Aug 27, 2021** – Letter of Intent signed by both parties.
- **Meridiam – Aug 2021 to Present** – Work on master agreement, digital equity initiative, City conduit asset inventory, site visits, etc.



# The Meridiam Project

- Gigabit speed fiber optic network
- Open-access network—Meridiam is not an ISP. After a time-limited exclusive period with a new ISP, the network will be open to other ISPs
- Greater than \$50M investment, including new jobs, office
- Full community coverage (85%+)
- Cost of ISP service competitive
- Robust Digital Equity initiative...

# Project Elements: Digital Equity Initiative

- 250 Mbps up & down
- Essentially \$0: \$30/month - \$30 Affordable Connectivity Program (ACP) subsidy
- Simple eligibility for DE program: if eligible for SNAP, TANF, IN Dept of Ed free/reduced meals, SSI OASDI, HUD Housing Vouchers
- No connection fees

## Joanne Hovis, President CTC Technology & Energy and CEO of the Coalition for Local Internet Choice (CLIC)



“Bloomington has developed one of the most innovative broadband public-private collaborations in the country, a model for other cities. Bloomington’s partnership with Meridiam will lead to considerable private investment in fiber-to-the-premises throughout the City, with the promise of world-class broadband service and competition available to all. Just as significantly, both parties made extraordinary commitments to fund digital equity programs and achieve digital inclusion goals. Low-income households in Bloomington will now have access to the best digital equity product in the country -- internet service at a symmetrical 250 megabit per second -- at an effective zero cost. Kudos to Mayor Hamilton and the Bloomington team for their drive and perseverance to reach this singular outcome.”

# Project Elements (more)

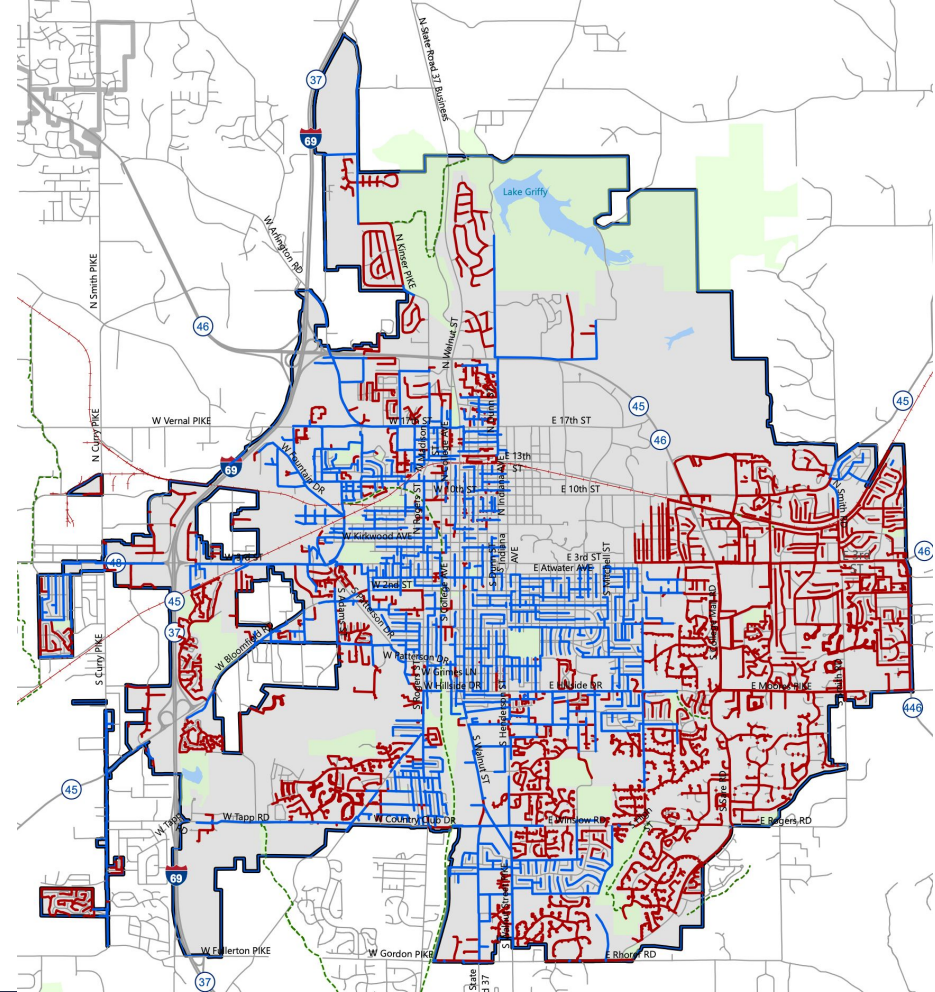
- Network Neutrality
- Protection of City's interests / Voice at the table
- Regional impact beyond Bloomington
- Build will start this year, conclude in 3 years or less

# TIF District Request

- Public Tax Increment Finance process through Redevelopment Commission, Plan Commission, EDC, and City Council.
- Meridiam has requested and the City supports creating an allocation area to cover business personal property of Meridiam as they install their fiber infrastructure and network equipment throughout the City.
- Business Personal Property includes conduit, fiber optic cable, electronics, computers, equipment/tools, etc.
- This kind of TIF (when applied to telecom infrastructure) is sometimes referred to as a “spider TIF” because it follows the network.
- Total TIF across 20 years is approximately \$14.4M minus any administrative fees.

# TIF District Request

- TIF project boundary (City boundary)
- Proposed network path (Not final, subject to change as design progresses)



# TIF District Request

- Why TIF for this Project?
  - Necessary to support the project – wouldn't happen without it.
- No tax increase to the Public from this TIF. No drop in funding for other taxing units. Plus new revenue from employment, other taxes, property purchase/rental, etc.
- Why Business Personal Property Tax TIF?
  - Transparent process (multiple boards), City visibility into tax amounts, capture 5% for city admin costs.

# TIF District Request

- Other places in Indiana this Business Personal Property Tax TIF Districts have been created in the last few years...
  - West Lafayette (Rolls-Royce), Wabash (Hello Nature), Greendale (Catalent Pharma Solutions), Montpelier (Norfolk Southern), Fishers (Stevanato Group), Monticello (Twin Lakes Solar); Goshen (Last Dance), Mooresville (Nice-Pak), Franklin (Energizer Manufacturing), Muncie (Spartech Polycom), Vermillion County (Elanco), Jackson County (Rumpke of Indiana), Shelby County (Blue Star Redi Mix), Crawford County (Simco of Southern Indiana) Dearborn County (Odette), Posey County (BWXT Technologies), and Montgomery County (Tempur Sealy)
- Other places in Indiana for TIF District established for telecom infrastructure in the last few years...
  - Crawfordsville, Wabash, Lafayette, Franklin, Huntington, Lebanon, and Manchester



# In Summary

- Several recommendations from the City's Digital Equity Strategic Plan are addressed or improved through this project.
  - 3.1 Expand Digital Equity Fund
  - 3.3 Establish Digital Equity Navigator position(s)
  - 3.5 Remove economic barriers to adoption (DE Program)
  - 3.1.1.1 Recruit new fiber broadband providers, .2 consider public private partnerships, .3 build fiber to BHA public housing

# In Summary

- Community-wide Gigabit FTTP network (Open access after exclusivity period)
- Built by unique partner, Meridiam, a benefit corporation committed to sustainability and equity.
- Ground-breaking digital equity program – 250Mbps up/down, no startup fees, \$0/month (with applied ACP Affordable Connectivity Program funding). Real impact on digital divide in our community.
- No tax increase using TIF, negligible impact to other taxing units
- Attract high-tech company, \$50+ million local investment, including local jobs
- Thank you for considering this transformational project!

## Blair Levin, Executive Director of the 2010 National Broadband Plan and Nonresident Senior Fellow at the Brookings Metropolitan Policy Program



"When the history of how the United States transitioned from the single digit broadband speeds a decade ago to gigabit networks is written, it will be clear that cities played a key catalytic role. Bloomington's announcement, with its elements of an open access next generation network and digital equity, will likely deserve its own chapter. Progress requires bold experiments that chart new paths, exactly what Bloomington is doing."

**THANK YOU.**

**Meridiam**



***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, June 6, 2022 at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via zoom, with Cindy Kinnarney, President, Presiding***  
***<https://catstv.net/m.php?q=11279>***

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Deb Hutton, Deborah Myerson, Randy Cassady, and Martha Street, MCCSC Representative

Commissioners Absent: None

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

Others Present: Sarah Bauerle Danzman; Beth Cate, Corporation Counsel; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development (ESD); Jeff Underwood, City Controller; Dave Askins, B Square Bulletin; Sam Dove; Rick Dietz, Director, City ITS Department; Jen Pearl, BEDC; Deb Kunce, JS Held; Buzz Krohn; Bradley Bingham; Scott Layman, Meridiam SAS; Nick Phillips, Meridiam SAS; William Willson; Matt Kelly, Comcast; Indiana Now Representative

- II. READING OF THE MINUTES** – Deb Hutton said she was listed as moving and seconding a motion, in the May 23, 2022 minutes. Staff will listen to the recording and correct the minutes. Approval of the May 23 minutes will be moved to the June 21st meeting.
- III. EXAMINATION OF CLAIM REGISTER** – Randy Cassady moved to approve the claim registers for May 13, 2022, for \$11,755.18 and May 27, 2022 for \$356,035.13. Deb Hutton seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for May 20, 2022, for \$34,420.80. Deborah Myerson seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report. John Zody was available to answer questions.
  - B. Legal Report. Larry Allen stated Resolution 22-33 is on the agenda tonight because it failed to pass at the previous meeting. The vote was 2-1 in favor, however there must be 3 in favor on any motion in order for it to pass. Allen said the motion can be renewed by any member of the commission.
  - C. Treasurer’s Report. Jeff Underwood was available to answer questions.
  - D. Business Development Updates: Alex Crowley was available to answer questions.
- A. NEW BUSINESS**
- A. Resolution 22-33: Declaratory Resolution Establishing Meridiam Economic Development Area, Allocation Area, and Economic Development Plan. Cindy Kinnarney was not present at the previous RDC meeting when Rick Dietz gave a presentation on this project. She asked Dietz to run through the presentation again. After the presentation, staff and Meridiam representatives answered questions from the commission.

Deborah Myerson asked for public comment.

Matt Kelly, Comcast representative gave a brief overview of their services, which also includes the affordable connectivity program. Mr. Kelly passed out a brochure outlining those services. The brochure will be attached to the minutes.

An Indiana Now representative stated he does not see the need for another service.

Deb Hutton moved to approve Resolution 22-33. Deborah Myerson seconded the motion. The motion was unanimously approved.

**VI. BUSINESS/GENERAL DISCUSSION**

Deborah Myerson asked for clarification on the procedure if a procedural question or point of order comes up during a meeting. Allen explained the various ways he tries to attain answers, which included sometimes calling another attorney in the Legal Department. Allen said he typically searches Westlaw and through the City's ordinances to check for applicable rules and statutes.

**VII. ADJOURNMENT**

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

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

Internet >>  
essentials

FROM COMCAST



Free Internet Service  
Affordable Connectivity Program

Yaz and Seela,  
Internet Essentials customers

## Get connected to FREE home Internet – and choose the speed that’s right for you!

Get Internet Essentials or Internet Essentials Plus for FREE when you qualify for the Affordable Connectivity Program (ACP).

ACP provides eligible households a credit of up to \$30/month towards Internet services.

Apply today if you’re eligible for programs like the Federal Pell Grant, National School Lunch Program, SNAP, Medicaid, housing assistance, and others.

|  |    |   |
|--|----|---|
| <p><b>Internet Essentials</b></p> <p><del>\$9.95</del> = \$0<br/>Per Month + Tax</p> <p>After benefit applied, tax extra</p> <ul style="list-style-type: none"> <li>• Fast, reliable connection – up to 50 Mbps!</li> <li>• Best for up to 4 devices.</li> <li>• Download music and photos.</li> <li>• Light streaming.</li> </ul> | or | <p><b>Internet Essentials Plus</b></p> <p><del>\$29.95</del> = \$0<br/>Per Month + Tax</p> <p>After benefit applied, tax extra</p> <ul style="list-style-type: none"> <li>• Faster download speeds – up to 100 Mbps!</li> <li>• Best for up to 5 devices.</li> <li>• Make video calls and share files.</li> <li>• Stream and download shows.</li> </ul> |
|--|----|---|

Getting started is easy with no activation fees and free equipment.



**APPLY NOW >>**

Visit [InternetEssentials.com](https://InternetEssentials.com), call 1-855-846-8376, or hold your phone’s camera over the code.

Standard data charges apply.

Restrictions apply. Not available in all areas. Limited to Internet Essentials ("IE") resident-to-customer. 18 years of age or older. Coverage certain eligibility criteria. If a customer is determined to be no longer eligible for the IE program, regular rates will apply to the selected Internet service. Subject to Internet Essentials program terms and conditions. Taxes, third party fees, and potential rental extra. Advertised price applies to a single outlet. Actual speeds vary and are not guaranteed. For factors affecting speeds, visit [www.comcast.com/InternetEssentials/SpeedTest](https://www.comcast.com/InternetEssentials/SpeedTest). Only eligible households may enroll. Benefit is up to \$30/month (\$75/month Tribal lands). After the conclusion of the Affordable Connectivity Program, you may be billed at Comcast's standard service rates, including any applicable taxes, fees, and equipment charges. Once you've successfully enrolled, you will see the Affordable Connectivity Program credit on your bill. For complete details visit [www.comcast.com/acp](https://www.comcast.com/acp). ©2022 Comcast. All rights reserved. | 1-800-BIL-ACP-PLUS-0222





Yaz y Seela,  
clientes de Internet Essentials

## Conéctate a Internet GRATIS para el hogar y elige la velocidad más adecuada para ti.

Obtén Internet Essentials o Internet Essentials Plus GRATIS cuando calificas para el Programa de Conectividad Asequible (ACP, por sus siglas en inglés).

ACP proporciona a hogares elegibles un crédito de hasta \$30 al mes para su servicio de Internet.

Solicítalo hoy si calificas para programas como la Beca Federal Pell, el Programa Nacional de Almuerzos escolares (NSLP), SNAP, Medicaid, asistencia para viviendas públicas y otros.

### Internet Essentials

~~\$9.95~~ = \$0 después de aplicado el beneficio, impuestos extra  
al mes + impuestos

- Conexión rápida y confiable, ¡hasta 50 Mbps!
- Mejor para hasta 4 equipos.
- Descarga de fotos y música.
- Streaming moderado.

### Internet Essentials Plus

~~\$29.95~~ = \$0 después de aplicado el beneficio, impuestos extra  
al mes + impuestos

- Velocidades de descarga más rápidas, ¡hasta 100 Mbps!
- Mejor para hasta 5 equipos.
- Haz videollamadas y comparte archivos.
- Haz streaming y descarga shows.

Empezar es fácil sin cargos por activación y equipo gratis.



### SOLICÍTALO AHORA »»

Visita [es.InternetEssentials.com](https://es.InternetEssentials.com), llama al 1-855-765-6995 o mantén la cámara de tu teléfono sobre el código.

Se aplican cargos estándares por la transmisión de datos.



**22-36  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF DEMOLITION CONTRACT FOR HOPEWELL PHASE 1 EAST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase 1 East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, City staff solicited bids for a contractor to demolition existing structures on the Hopewell Phase 1 East site (“Services”); and
- WHEREAS, the RDC received five bids for the Services, and Renascent, Inc. was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Renascent to perform the Services for an amount not to exceed \$587,148.67 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works is also scheduled to vote on approval of the Agreement at its meeting on June 21, 2021; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The 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 the Agreement and authorizes the City of Bloomington to expend an amount not to exceed Five Hundred Eighty-Seven Thousand One Hundred Forty-Eight Dollars and Sixty-Seven Cents (\$587,148.67) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

RENASCENT, INC.

FOR

HOPEWELL PHASE I EAST DEMOLITION PROJECT

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Renascent, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for the demolition of houses and buildings at the Hopewell Phase I East Site (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01.** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02.** All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03.** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.04.** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

**ARTICLE 3. COMPENSATION**

**3.01.** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02.** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03.** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04.** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06** **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

**4.01** **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02** **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04** **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

**ARTICLE 5. GENERAL PROVISIONS**

**5.01.** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

**5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

**5.02.03 Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

**5.03. Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

**5.04. Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR’S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

**5.05. Insurance**

**5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR’S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

| <u>Coverage</u>   | <u>Limits</u>                       |
|---|-------------------------------------|
| A. Worker’s Compensation & Disability   | Statutory Requirements              |
| B. Employer’s Liability Bodily Injury by Accident   | \$100,000 each accident             |
| Bodily Injury by Disease  | \$500,000 policy limit              |
| Bodily Injury by Disease  | \$100,000 each employee             |
| C. Commercial General Liability (Occurrence Basis)  | \$1,000,000 per occurrence          |
| Bodily Injury, personal injury, property damage,<br>contractual liability, products-completed operations, | and \$2,000,000 in the<br>aggregate |

|  |   |
|--|---|
| General Aggregate Limit (other than Products/Completed Operations)         |   |
| Products/Completed Operation   | \$1,000,000                               |
| Personal & Advertising Injury Limit  | \$1,000,000                               |
| Each Occurrence Limit  | \$1,000,000                               |
| Fire Damage (any one fire)   | \$50,000                                  |
| D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) | \$1,000,000 each accident                 |
| Bodily injury and property damage  |   |
| E. Umbrella Excess Liability   | \$5,000,000 each occurrence and aggregate |
| The Deductible on the Umbrella Liability shall not be more than            | \$10,000                                  |

**5.05.02** CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker’s Compensation policy.

**5.06. Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07. Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08. Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09. Workmanship and Quality of Materials**

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.



**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

**5.10. Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor’s Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11. Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12. Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13. Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

**5.14. Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

|                            |                             |
|----------------------------|-----------------------------|
| City of Bloomington        | Renascent, Inc.             |
| Attn: Matt Smethurst       | Linda Campbell, President   |
| P.O. Box 100 Suite 130     | 935 West Troy Avenue        |
| Bloomington, Indiana 47402 | Indianapolis, Indiana 46225 |

**5.15. Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16. Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17. Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

**5.17.03** Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18. Verification of Employees' Immigration Status**

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**5.19. Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

HOPEWELL PHASE I EAST DEMOLITION PROJECT

This project shall include, but is not limited to, the demolition of existing houses and buildings on the Hopewell Phase I East Site, as well as the removal of tress, sidewalks, retaining walls, fencing, contaminated materials, and contaminated soil from the site. Work shall be completed as shown on the plans and specifications included with this packet and by the most recent INDOT Specifications.

**ATTACHMENT 'B'**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;  
COST RECOVERY**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

**AFFIDAVIT**

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

1. The undersigned is the President of Renascant, Inc.  
(job title)  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

|    | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost |
|----|-----------------------|------------------|-----------|---------------|---------------|
| A. | 20' Trench Box        | Day              | \$300     | 1             | \$300         |
| B. |                       |                  |           |               |               |
| C. |                       |                  |           |               |               |
| D. |                       |                  |           |               |               |
|    |                       |                  |           | Total         | \$ <u>300</u> |

Method of Compliance (Specify) Follow IOSHA 29 CFR 1926 Subpart P

Date: June 2, 2022

Linda Campbell  
Signature

Linda Campbell  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARTON )

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 2ND day of JUNE, 2022.

My Commission Expires: FEB. 05, 2024

George R. Hall Jr.  
Signature of Notary Public

County of Residence: MARTON

GEORGE R. HALL JR.  
Printed Name of Notary Public

Commission #: NP0677961

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the CITY OF BLOOMINGTON.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

E-Verify AFFIDAVIT

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

1. The undersigned is the President of Renascent, Inc.  
a. (job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

*Linda Campbell*

Linda Campbell  
Printed Name



STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL and acknowledged the execution of the foregoing this 2<sup>ND</sup> day of JUNE, 2022.

My Commission Expires: FEB. 05, 2024

Signature of Notary Public

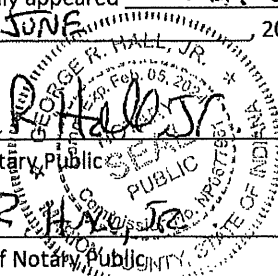
*George R. Hall, Jr.*

County of Residence: MARION

Printed Name of Notary Public

GEORGE R. HALL, JR.

My Commission #: NP0677961



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT  
REGARDING INDIANA CODE CHAPTER 4-13-18  
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

AFFIDAVIT

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

1. The undersigned is the President of Renascent, Inc.  
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Linda Campbell  
Signature

Linda Campbell  
Printed Name





STATE OF INDIANA )  
 )SS:  
COUNTY OF MARTIN )

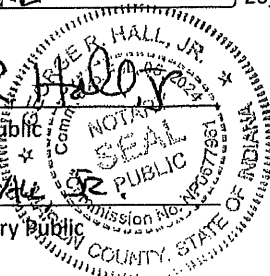
Before me, a Notary Public in and for said County and State, personally appeared LINDA CAMPBELL  
and acknowledged the execution of the foregoing this 2<sup>ND</sup> day of JUNE, 2022.

My Commission Expires: FEB. 05, 2024

County of Residence: MARTIN

My Commission #: NP0677961

George R. Hall, Jr.  
Signature of Notary Public  
GEORGE R. HALL, JR.  
Printed Name of Notary Public



Attachment  
III



City of Bloomington  
Engineering Department

Letting Date: June 6th, 2022

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : Hopewell Phase I East Demolition

| LINE | ITEM      | DESCRIPTION                               | Approximate<br>Quantity and<br>Units | UNITS | UNIT PRICE  | BID AMOUNT  |
|------|-----------|---|--------------------------------------|-------|-------------|-------------|
| 001  | 105-06845 | CONSTRUCTION ENGINEERING                  | 1                                    | LS    | \$8,390.00  | \$8,390.00  |
| 002  | 110-01001 | MOBILIZATION & DEMOBILIZATION             | 1                                    | LS    | \$12,550.00 | \$12,550.00 |
| 003  | 201-01015 | CLEARING & GRUBBING                       | 1                                    | LS    | \$20,835.00 | \$20,835.00 |
| 004  | 201-02245 | TREE 6 IN. REMOVE                         | 103                                  | EA    | \$347.00    | \$35,741.00 |
| 005  | 201-02250 | TREE 10 IN. REMOVE                        | 52                                   | EA    | \$405.00    | \$21,060.00 |
| 006  | 201-02255 | TREE 18 IN. REMOVE                        | 29                                   | EA    | \$636.00    | \$18,444.00 |
| 007  | 201-02260 | TREE 30 IN. REMOVE                        | 7                                    | EA    | \$1,736.00  | \$12,152.00 |
| 008  | 201-02265 | TREE 48 IN. REMOVE                        | 1                                    | EA    | \$3,240.00  | \$3,240.00  |
| 009  | 202-01000 | STRUCTURES & OBSTRUCTIONS, REMOVE         | 2                                    | EA    | \$5,923.00  | \$11,846.00 |
| 010  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 1, REMOVE  | 1                                    | LS    | \$20,730.00 | \$20,730.00 |
| 011  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 2, REMOVE  | 1                                    | LS    | \$17,625.00 | \$17,625.00 |
| 012  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 3, REMOVE  | 1                                    | LS    | \$17,265.00 | \$17,265.00 |
| 013  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 4, REMOVE  | 1                                    | LS    | \$17,270.00 | \$17,270.00 |
| 014  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 5, REMOVE  | 1                                    | LS    | \$24,000.00 | \$24,000.00 |
| 015  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 6, REMOVE  | 1                                    | LS    | \$7,325.00  | \$7,325.00  |
| 016  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 7, REMOVE  | 1                                    | LS    | \$21,125.00 | \$21,125.00 |
| 017  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 8, REMOVE  | 1                                    | LS    | \$12,850.00 | \$12,850.00 |
| 018  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 9, REMOVE  | 1                                    | LS    | \$82,000.00 | \$82,000.00 |
| 019  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 10, REMOVE | 1                                    | LS    | \$95,000.00 | \$95,000.00 |
| 020  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 11, REMOVE | 1                                    | LS    | \$28,500.00 | \$28,500.00 |
| 021  | 202-03000 | HOUSES & BUILDINGS, PARCEL NO. 12, REMOVE | 1                                    | LS    | \$20,590.00 | \$20,590.00 |
| 022  | 202-03135 | REG. ASBESTOS CONTAINING MTRLS, REMOVE    | 210                                  | SF    | \$9.95      | \$2,089.50  |
| 023  | 202-03729 | REG. ASBESTOS CONTAINING MTRLS, REMOVE    | 330                                  | LFT   | \$5.45      | \$1,798.50  |
| 024  | 202-05551 | REGULATED MATERIALS, REMOVE, TYPE C       | 100                                  | TON   | \$47.30     | \$4,730.00  |
| 025  | 202-05556 | REGULATED MATERIALS, TRANSPORT, TYPE C    | 100                                  | TON   | \$37.70     | \$3,770.00  |
| 026  | 202-07603 | TESTING FOR WASTES, TYPE C                | 4                                    | EA    | \$415.00    | \$1,660.00  |
| 027  | 202-52710 | SIDEWALK, CONCRETE, REMOVE                | 194                                  | SYS   | \$11.70     | \$2,269.80  |
| 028  | 202-90747 | RETAINING WALL, REMOVE                    | 95                                   | LFT   | \$14.90     | \$1,415.50  |



City of Bloomington  
Engineering Department

Letting Date: June 6th, 2022

Page 2 of 2

Project Title : Hopewell Phase I East Demolition

| LINE | ITEM      | DESCRIPTION                             | Approximate<br>Quantity and<br>Units | UNITS | UNIT PRICE | BID AMOUNT  |
|------|-----------|---|--------------------------------------|-------|------------|-------------|
| 029  | 202-91922 | STUMP, REMOVE                           | 16                                   | EA    | \$100.00   | \$1,600.00  |
| 030  | 202-96430 | FENCE & POSTS, REMOVE                   | 401                                  | LFT   | \$1.72     | \$689.72    |
| 031  | 205-06933 | TEMPORARY INLET PROTECTION              | 12                                   | EA    | \$110.00   | \$1,320.00  |
| 032  | 205-06937 | TEMPORARY SILT FENCE                    | 3405                                 | LFT   | \$2.15     | \$7,320.75  |
| 033  | 205-09543 | NO. 2 STONE                             | 35                                   | TON   | \$30.00    | \$1,050.00  |
| 034  | 205-11587 | TEMPORARY GEOTEXTILE                    | 127                                  | SYS   | \$2.75     | \$349.25    |
| 035  | 205-12616 | STORMWATER MNGMNT IMPLEMENTATION        | 1                                    | LS    | \$2,300.00 | \$2,300.00  |
| 036  | 603-03398 | FENCE RELOCATE                          | 128                                  | LFT   | \$2.70     | \$345.60    |
| 037  | 603-11001 | FENCE GATE, CHAIN LINK, 72 IN. X 28 FT. | 3                                    | EA    | \$200.00   | \$600.00    |
| 038  | 603-92230 | FENCE, CHAIN LINK, SECURITY, 72 IN.     | 2135                                 | LFT   | \$10.20    | \$21,777.00 |
| 039  | 109-08359 | LIQUIDATED DAMAGES                      | 1                                    | DOL   | \$1.00     | \$1.00      |
| 040  | 211-02050 | B BORROW                                | 70                                   | CYS   | \$38.60    | \$2,702.00  |
| 041  | 621-06560 | MULCHED SEEDING U                       | 12418                                | SYS   | \$1.30     | \$16,143.40 |
| 042  | N/A       | REMOVAL/DISPOSAL EXCESS HOUSE WASTE     | 150                                  | CYS   | \$41.90    | \$6,285.00  |

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL PROJECT BID:</b> | <b>\$588,755.02</b> |
|---------------------------|---------------------|

Bidder acknowledges that

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Contractor:  
Printed Name and Title:  
Signature:

Renacent, Inc.  
Linda Campbell, President



**SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He or she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**SECTION V OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at June this Second day of 2022

Renascent, Inc.  
(Name of Organization)  
By Linda Campbell  
President  
(Title of Person Signing)

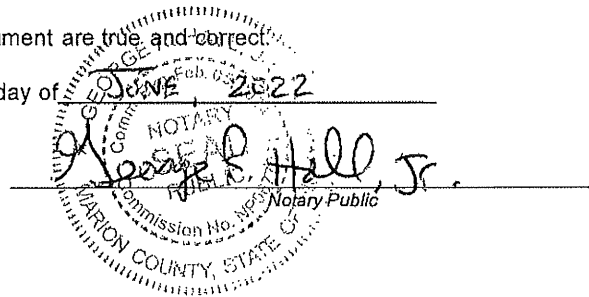


**ACKNOWLEDGEMENT**

STATE OF INDIANA )  
 ) ss  
COUNTY OF MARION )

Before me, a Notary Public, personally appeared the above-named Linda Campbell and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 2<sup>nd</sup> day of JUNE, 2022



My Commission Expires: FEB, 05, 2024

County of Residence: MARION

My Commission #: NP0677961

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 2<sup>nd</sup> 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 2<sup>nd</sup> 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    | <b>Consulting</b>                                  | \$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<br>\$12,482   | 2022                  |
| 2    | <b>Appraisals</b>                                  | \$50,000   | 2018-2023             |
| 3    | <b>Project Agreement with IU Health</b>            | \$6,500,000  | 2018-2024             |
| 4.   | <b>Due Diligence with Environmental Assessment</b> | \$79,865.63  | Nov.2018-Mar. 2019    |
| 5.   | <b>Master Planner</b>                              | \$410,000  | 2020-21               |
| 6.   | <b>1st Street Reconstruction</b>                   | \$4,935,959.03   | 2020-2023             |
|      | 6a. Design – VS Engineering                        | \$729,029.03   | Oct. 2020 – Dec. 2023 |
|      | 6b. Right of Way Acquisition                       | Tentatively Estimated<br>\$90,000  | Nov. 2021 – May 2022  |
|      | 6c. Construction Inspection                        | Tentatively Estimated<br>\$475,000   | Apr. 2023 – Nov. 2023 |
|      | 6d. Construction                                   | Tentatively Estimated<br>\$3,650,000 (including<br>\$2,905,934 federal<br>funding) | Apr. 2023 – Nov. 2023 |
| 7.   | <b>Phase 1 East</b>                                | \$16,835,506   | June 2021 – Dec. 2023 |
|      | 7a. Design – Shrewsberry & Associates, LLC         | \$1,048,880  | 2021-2022             |
|      | 7b. Property Acquisition                           | \$641,094  | 2021-2022             |
|      | <b>7c. Demolition and Remediation</b>              | <del>\$2,391,291</del><br><b>\$588,755.02</b>                                      | 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
  - 22-36 Approval of Agreement for Demolition – Renascent, Inc.**

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_



## Board of Public Works Staff Report

---

|                                   |   |
|-----------------------------------|---|
| <b>Project/Event:</b>             | Award Construction Agreement for Hopewell Phase I East Demolition Project |
| <b>Petitioner/Representative:</b> | Engineering Department  |
| <b>Staff Representative:</b>      | Matt Smethurst  |
| <b>Date:</b>                      | June 21st, 2022   |

---

**Report:** This project shall include the demolition of existing houses and buildings on the Hopewell Phase I East Site. Bids were opened at a public meeting on June 6th, 2022. The City received five bids:

- Bluestone Tree- \$104,000.00
- Omega III LLC- \$498,917.64
- Renascent, Inc.- \$587,148.67
- Multicraft Electric LLC- \$703,000.00
- Dore & Associates Inc.- \$766,124.00

Renascent, Inc. was the lowest responsive and responsible bidder. Construction is anticipated to begin in June or July of 2022.



**22-37**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF REVISED PRIMARY PLAT APPROVAL FOR HOPEWELL PHASE 1 EAST PROJECT**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase 1 East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, in Resolution 22-04, the RDC approved a primary plat for Phase 1 East, which called for the vacations of existing alley right of way; and
- WHEREAS, as part of the vacation process, the Common Council of the City of Bloomington requested that replacement alleys be dedicated as public right of way on the Phase 1 East plat; and
- WHEREAS, City staff have prepared a revised primary plat for Hopewell Phase I East, which is attached to this Resolution as Exhibit A; and
- WHEREAS, the revised primary plat will go to the Plan Commission if approved to beginning the plat approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION 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 revised primary plat for BHRU Phase 1 East and authorizes its submission for approval to the Plan Commission and all other necessary approvals.

3. For the avoidance of doubt, the final plat of the Phase 1 East portion of the Project will need to be approved by the RDC in a subsequent meeting prior to its recording.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

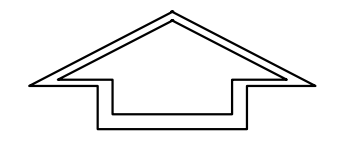
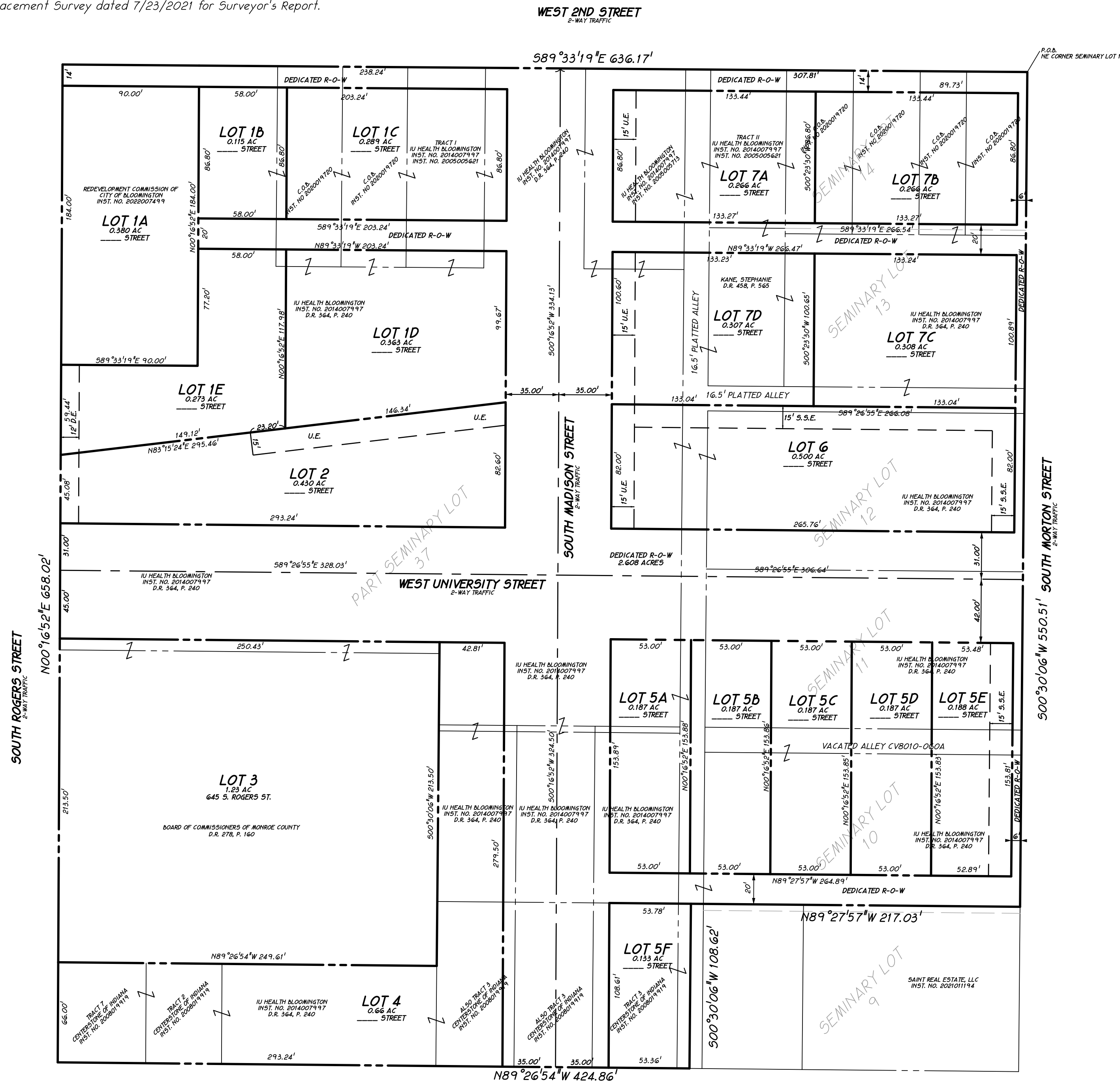
Date

# HOPEWELL SUBDIVISION

PT OF SEM. LOTS 9-14 & 37  
PERRY TOWNSHIP

NOTE:

See Retracement Survey dated 7/23/2021 for Surveyor's Report.



NORTH



Scale 1" = 50 ft  
BASIS OF BEARING  
MONROE CO. COORD. SYS.  
NAVD88



LOCATION MAP

PROJECT LOCATION

LEGAL DESCRIPTION

A part of Seminary Lots 37 and 10 and all of Lots 11, 12, 13 and 14 in the City of Bloomington, County of Monroe, State of Indiana, more particularly described as follows:

beginning at the northeast corner of said Lot 14, said point being on the west right-of-way of South Morton Street; Thence on and along the east lines of Lots 14, 13, 12, 11 and part of 10 and the west right-of-way of South Morton Street South 00 degrees 30 minutes 06 seconds East 550.51 feet; Thence leaving said east and west lines North 89 degrees 27 minutes 57 seconds West 208.78 feet to the east line of a platted alley; Thence on said east line South 00 degrees 30 minutes 06 seconds West 108.62 feet to the north right-of-way line of West 1st Street; Thence on said north line and on and along the south line of Lot 37 North 89 degrees 26 minutes 54 seconds West 424.86 feet to the east right-of-way of South Rogers Street; Thence leaving said north and south lines and on and along said east line North 00 degrees 16 minutes 52 seconds East 658.02 feet to the south right-of-way line of West 2nd Street and the north line of Lot 37; Thence on and along said north and south line South 89 degrees 33 minutes 19 seconds East 636.17 feet to the Point of Beginning, containing within said bounds 9.058 acres (394,573.9 sq. ft.).

FLOOD NOTE:

According to Flood Insurance Rate Map (FIRM) this real estate is part of Community-Panel Number: 18105C 0141D, Effective Date: December 17, 2010. This property is located in Zone X, an area of minimal flood hazard. Source: FEMA

WEST 1ST STREET  
2-WAY TRAFFIC

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Charles D. Graham

This instrument prepared by Charles D. Graham

HOPEWELL SUBDIVISION  
1-20-2022  
SHEET 1 OF 2  
JOB NO. 5021058

SOURCE OF TITLE: SEE SHEET 1 FOR SOURCES

# HOPEWELL SUBDIVISION

PT OF SEM. LOTS 9-14 & 37  
PERRY TOWNSHIP

OWNER: CENTERSTONE OF INDIANA; CITY OF BLOOMINGTON;  
IU HEALTH BLOOMINGTON; STEPHANIE KANE;  
REDEVELOPMENT COMMISSION OF CITY OF BLOOMINGTON

ZONING: MH - MIXED USE MEDIUM SCALE

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to renege against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

CENTERSTONE OF INDIANA, CITY OF BLOOMINGTON, IU HEALTH BLOOMINGTON, STEPHANIE KANE, & REDEVELOPMENT COMMISSION OF CITY OF BLOOMINGTON,  
The owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as \_\_\_\_\_, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

The strips of ground that are shown on the plat and marked "easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. Buildings or other structures shall not be erected or maintained on these strips.

Signed and Sealed \_\_\_\_\_, 20\_\_.

OWNER: Centerstone of Indiana

Name Printed: \_\_\_\_\_

Title/Office: \_\_\_\_\_

STATE OF INDIANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Residence \_\_\_\_\_ Commission Expiration \_\_\_\_\_

Notary Public, Written \_\_\_\_\_ Notary Public, Printed \_\_\_\_\_

Signed and Sealed \_\_\_\_\_, 20\_\_.

OWNER: City of Bloomington

Name Printed: \_\_\_\_\_

Title/Office: \_\_\_\_\_

STATE OF INDIANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Residence \_\_\_\_\_ Commission Expiration \_\_\_\_\_

Notary Public, Written \_\_\_\_\_ Notary Public, Printed \_\_\_\_\_

Public Alleys to be vacated per this plat:

- 16.5 foot north - south alley being part of the Seminary plat in the City of Bloomington, In.
- 1-16.5 foot east - west alleys being part of the Seminary plat in the City of Bloomington, In.

These alleys are being vacated at the request of the property owners and with consent and approval of City of Bloomington.

Signed and Sealed \_\_\_\_\_, 20\_\_.

OWNER: IU Health Bloomington

Name Printed: \_\_\_\_\_

Title/Office: \_\_\_\_\_

STATE OF INDIANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Residence \_\_\_\_\_ Commission Expiration \_\_\_\_\_

Notary Public, Written \_\_\_\_\_ Notary Public, Printed \_\_\_\_\_

Signed and Sealed \_\_\_\_\_, 20\_\_.

OWNER: Stephanie Kane

Name Printed: \_\_\_\_\_

Title/Office: \_\_\_\_\_

STATE OF INDIANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Residence \_\_\_\_\_ Commission Expiration \_\_\_\_\_

Notary Public, Written \_\_\_\_\_ Notary Public, Printed \_\_\_\_\_

Signed and Sealed \_\_\_\_\_, 20\_\_.

OWNER: Redevelopment Commission of City of Bloomington

Name Printed: \_\_\_\_\_

Title/Office: \_\_\_\_\_

STATE OF INDIANA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County of Residence \_\_\_\_\_ Commission Expiration \_\_\_\_\_

Notary Public, Written \_\_\_\_\_ Notary Public, Printed \_\_\_\_\_

### EASEMENT LEGEND

UE = Utility Easement

(A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

(B) Prohibits the placement of any unauthorized obstructions within the easement area.

DE = Drainage Easement

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.

(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.

(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.

(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.

(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

W.L.E. = Waterline Easement.

(A) Shall allow the city utilities department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the city utilities department in conjunction with the preliminary plat. Upon written permission from the city utilities department, encroachments may be permitted after the recording of the final plat.

(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within waterline easements.

(D) Grading activity shall be prohibited within waterline easements without written permission from the city utilities department.

(E) Signs shall not be located within waterline easements unless the sign is a public sign authorized by Section 20.05.079(f)(1) or is further authorized by the city.

SSSE = Sanitary Sewer Easement

(A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the City Utilities Department in conjunction with the Preliminary Plat. Upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the Final Plats.

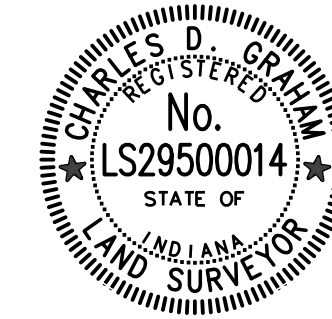
(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within the Sanitary Sewer Easement.

(D) Grading activity shall be prohibited within Sanitary Sewer Easements without written permission from the City Utilities Department.

I certify that I am a Registered Land Surveyor licensed under the laws of Indiana; that this plat accurately represents a survey made by me on December 28, 2021 and that the monuments shown on it exist; and that their locations, sizes, types, and materials are accurately shown.

*Charles D. Graham*

Charles D. Graham  
Indiana L.S. 29500014  
Bynum Fanyo & Associates, Inc.  
528 North Walnut Street  
Bloomington, Indiana 47404-3804  
812-332-8030



HOPEWELL SUBDIVISION  
1-20-2022  
SHEET 2 OF 2  
JOB NO. 5021058

**REDEVELOPMENT COMMISSION**  
**RESOLUTION 22-38**  
**REGARDING SALE OF REAL PROPERTY LOCATED AT**  
**1306 W. KIRKWOOD AVENUE**

WHEREAS, the City of Bloomington, Indiana ("City") owns property located at 1306 W. Kirkwood Avenue in Bloomington, Indiana, more particularly described as: A strip of ground of even width of fifty-seven (57) feet off the entire West end of Lot Number One (1) in Waterman's Addition to the City of Bloomington, Indiana as shown by the recorded plat thereof recorded by Plat Cabinet B, Envelope 28, in the Office of the Recorder of Monroe County, Indiana ("Property").

WHEREAS, the Property consists of one parcel that was acquired by the City, and the City has determined that it does not need this property for any public purposes;

WHEREAS, Indiana Code 36-1-11-4 provides the procedure which allows the City to dispose of real property, after public hearing, for an amount that is not less than the appraised value, as determined by two appraisers; and

WHEREAS, the Redevelopment Commission is the appropriate body of the City to conduct a public hearing on the proposed sale of the Property and make a recommendation to the Mayor regarding the sale of the Property pursuant to IC 36-1-11-3;

WHEREAS, the City has caused a legal notice stating the time and place of this public hearing to be published in accordance with IC 5-3-1; and

WHEREAS, at the time and place stated in the legal notice the Redevelopment Commission conducted a public hearing and afforded an opportunity for all interested persons to be heard upon the proposed sale of the Property;

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

1. The Property located at 1306 W. Kirkwood Avenue and described herein is no longer needed by the City, and sale of the Property pursuant to state law regarding disposal of public property will serve the public interest.
2. It is hereby recommended to the Mayor of the City of Bloomington that the Property be sold pursuant to the procedures for the sale of real property set forth in IC 36-1-11-4.

**REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

**22-39**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR PAINTING AND SEALING AT THE DIMENSION MILL**

WHEREAS, on September 6, 2016, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing a project to renovate the Dimension Mill for use as tech office space (the “Project”) in the portion of the CTP commonly known as The Trades District in Resolution 16-55;

WHEREAS, Dimension Mill, Incorporated (“DMI”), entered into a lease agreement with the RDC to operate the Mill as a shared-office space for technology startups and entrepreneurs;

WHEREAS, in Resolution 21-37, 21-86, and 22-21, the RDC approved several improvements at the Mill to mitigate a persistent and lingering odor that is present in two of the offices in the Dimension Mill;

WHEREAS, Department of Economic and Sustainable Development staff now recommend that the RDC enter into a service agreement with Ann-Kriss Inc. to perform preparation, painting, and sealing services at the Mill, and other maintenance that might be needed at other RDC properties (“Services”) for an amount not to exceed Twelve Thousand Dollars (\$12,000.00); and

WHEREAS, the service agreement (“Agreement”) is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available funds in both its revenue account (“444 Account”) to pay for the Services;

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

1. The RDC reaffirms its approval of the Project, and finds that the Services are the best interest of the Project and the RDC’s continued support of DMI and its properties.
2. The RDC hereby authorizes City Staff to expend an amount not to exceed Twelve Thousand Dollars (\$12,000.00) for the Services from Ann-Kriss Inc. from the RDC’s general services account (444-15-150000-53990) to be paid in accordance with the Agreement.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

**AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT  
COMMISSION,  
DEPARTMENT of ECONOMIC & SUSTAINABLE DEVELOPMENT  
AND  
ANN-KRISS, LLC**

This Agreement, entered into on this \_\_\_\_\_ day of June, 2022, by and between the City of Bloomington Redevelopment Commission and the City's Department of Economic and Sustainable Development (collectively the "Department"), and Ann-Kriss, LLC ("Contractor").

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: scraping, preparation of the ceiling, application of blocking and finishing paint, sealing, cleaning and removal of debris, and any necessary work as directed by the Department or indicated on the estimate incorporated into this Agreement as Exhibit A ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent to: Alex Crowley, City of Bloomington Department of Economic and Sustainable Development, 401 N. Morton, Suite 150, Bloomington, Indiana 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.



**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 15. Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor’s work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington ESD, Attn: Alex Crowley, 401 N. Morton, Suite 150, Bloomington, Indiana 47404.

**Contractor:** Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Ann-Kriss, LLC**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Dave Padgett, Owner

**CITY OF BLOOMINGTON ECONOMIC &  
SUSTAINABLE DEVELOPMENT DEPT.**

---

Alex Crowley, Director

**EXHIBIT A**  
**ESTIMATE AND SCOPE OF WORK**



**ANN-KRISS LLC**  
 736 S. Morton  
 Bloomington, Indiana 47403  
 812-361-7620  
 davedpadgett@yahoo.com

*Estimate*

|   |                     |                                       |
|---|---------------------|---------------------------------------|
| TO: <i>City of Bloomington</i><br><i>401 N. Morton St.</i><br><i>Bloomington IN</i> |                     | WORK PERFORMED AT:<br><i>Mill</i>     |
| DATE:<br><i>5/20/22</i>   | YOUR WORK ORDER NO. | OUR BID NO.<br><i>ATH: J.D. Bowff</i> |

| DESCRIPTION OF WORK PERFORMED  |                    |
|--|--------------------|
| <i>* Estimate good for 14 days</i>   |                    |
| <i>Estimate</i>  |                    |
| <i>1.) Scrape Ceiling</i>  |                    |
| <i>2.) Apply blocking paint (ceiling)</i>  |                    |
| <i>3.) Apply finish paint (ceiling)</i>  |                    |
| <i>4.) Apply blocking paint (walls, wood beams)</i>  |                    |
| <i>5.) Apply finish paint (walls, wood beams)</i>  |                    |
| <i>6.) Apply two coats clear sealer (brick)</i>  |                    |
| <i>7.) Prep floor</i>  |                    |
| <i>8.) Apply blocking paint (floor)</i>  |                    |
| <i>9.) Apply finish paint (floor)</i>  |                    |
| <i>10.) Clean area, Remove debris</i>  |                    |
| <i>total</i>   | <i>\$ 8,640.00</i> |
| <i>* Customer provides paint, sealer, blocking paint, and all Sherwin-Williams products needed for this job specifically</i> |                    |

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_

TC8122

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_  
 Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

11-12



**EXHIBIT C**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Ann-Kriss, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

**22-40**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**RIGHT OF ENTRY TO DIMENSION MILL INC. AND THE BOYS & GIRLS CLUBS OF BLOOMINGTON FOR ACCESS TO TRADES DISTRICT LOTS FOR LEMONADE DAY**

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

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

WHEREAS, Dimension Mill Inc. (“DMI”) in partnership with the Boys & Girls Clubs of Bloomington (“BGCB”) would like to use the Property for their Lemonade Day Carnival on Tuesday, June 28, 2022 (“Activities”); and

WHEREAS, DMI and the BGCB require a grant of right of entry and release of liability to enter and perform the Activities upon the RDC Property; and

WHEREAS, the Parties wish to enter into the Right of Entry and Release attached to this Resolution as Exhibit A, whereby the RDC will allow the Activities on the RDC Property, and such Right of Entry shall exist until June 29, 2022.

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

Date: \_\_\_\_\_



**AGREEMENT FOR RIGHT OF ENTRY AND RELEASE**

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of real property located within the Trades District between 11th Street, Maker Way, Rogers Street, and Madison Street in Bloomington, Indiana and platted as Lots 2 and 3 as part of the Trades District Amendment 1 Final Plat, which recorded as Instrument No. 2019002507 in the Office of the Monroe County Recorder (hereinafter “the Property”); and

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

WHEREAS, in celebration of the annual Lemonade Day, the Dimension Mill, Inc. in partnership with the Boys & Girls Clubs of Bloomington (collectively the “Organizations”) would like to use the Property for the Lemonade Day carnival, which will include games, inflatable structures, etc. (“Activities”); and

WHEREAS, the Activities will occur on June 28, 2022; and

WHEREAS, due to the inherent nature of the field and physical activity, the Activities carry a risk of physical injuries to participants;

NOW, THEREFORE, the parties agree as follows:

1. Owner grants the Organizations, their employees, volunteers, agents, and invitees a right of entry onto the Property for the Activities, as previously described.
2. The Organizations may conduct their Lemonade Day Carnival Activities on the Property on June 28, 2022.
3. The Organizations agrees to indemnify, release, and hold harmless the Owner from any claims that may arise from its Activities on the Property, including but not limited to personal injury to its employees and participants or property damage.
4. This Agreement may be extended by mutual agreement of the parties in writing.

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

BLOOMINGTON  
REDEVELOPMENT COMMISSION

DIMENSION MILL, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BOYS & GIRLS CLUBS OF  
BLOOMINGTON, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**22-41**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**RIGHT OF ENTRY FOR ACCESS TO THE FOURTH STREET GARAGE FOR ART SHOWS**

WHEREAS, the Redevelopment Commission of the City of Bloomington owns currently vacant commercial space within the Fourth Street Parking Garage located at 105 W. 4th Street, Bloomington, Indiana (the “RDC Property”); and

WHEREAS, the City’s Assistant Director of the Arts, Holly Warren, would like to make this space available in July and August of 2022 for visual arts exhibits (“Activities”); and

WHEREAS, beginning on July 1, 2022, the Bloomington Photography Club would like to begin installing its annual exhibition in the RDC Property for display of up to 76 framed photographs through August 19, 2022; and

WHEREAS, beginning on August 1, 2022, the City would like to host a local quilter’s exhibition, which would open on August 5 with a ribbon cutting ceremony and continue through September 10, 2022; and

WHEREAS, the organizations hosting the exhibits would require the RDC to grant them a right of entry and release of liability to enter and use the RDC Property, an example of which is attached to this Resolution as Exhibit A;

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

1. The Activities described above are hereby approved.
2. City staff shall have each organization signed the attached right of entry and release and file the fully executed copies along with this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

Date: \_\_\_\_\_

**AGREEMENT FOR RIGHT OF ENTRY AND RELEASE**

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of the Fourth Street Parking Garage located at 105 W. 4th Street in Bloomington, Indiana (“Garage”); and

WHEREAS, as part of the garage, there are two vacant spaces on the first floor of the Garage (“RDC Property”) that City staff would like to make available for visual arts exhibitions; and

WHEREAS, \_\_\_\_\_ (“Organization”) would like to use the RDC Property for visual arts exhibitions (“Activities”); and

WHEREAS, the Activities would take place from \_\_\_\_\_, 2022, through \_\_\_\_\_, 2022; and

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

NOW, THEREFORE, the parties agree as follows:

1. Owner grants the Organization, its employees, and its volunteers a right of entry onto the Property for the Activities, as previously described.
2. The Organization shall be responsible for obtaining any necessary permits or permissions for its use of the Property. The Organization shall also be responsible for adhering to any and all federal, state, and local laws, regulations, and rules related to its Activities.
3. The Organization may conduct its Activities on the Property from \_\_\_\_\_, 2022, through \_\_\_\_\_, 2022.
4. The Organization agrees to indemnify, release, and hold harmless the Owner from any and all claims, damages, losses, liabilities, expenses, or injuries arising directly or indirectly from The Organization’s Activities on the Property, including but not limited to personal injury to its employees, volunteers, spectators, visitors, or any other individual harmed by the Activities, including property damage.
6. This Agreement may be extended by mutual agreement of the parties in writing.
7. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court shall retain original jurisdiction and preferred venue to resolve any dispute arising from the interpretation or enforcement of this Agreement.
8. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

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

BLOOMINGTON  
REDEVELOPMENT COMMISSION

THE ORGANIZATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_