

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**December 19, 2022 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street, Room 135**  
**McCloskey Conference Room**

**Join Zoom Meeting**

**<https://bloomington.zoom.us/j/88623350066?pwd=N25VNFBIZWwLam1udllwOFZ2QWw04QT09>**

**Meeting ID: 886 2335 0066**  
**Passcode: 926531**

- I. ROLL CALL**
- II. READING OF THE MINUTES –December 5, 2022**
- III. EXAMINATION OF CLAIMS –November 23, 2022 for \$713,852.44**
- IV. EXAMINATION OF PAYROLL REGISTERS– December 2, 2022 for \$35,670.88**
- 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 22-99: Approval of Updated Lease for Fourth Street Garage Commercial/Office Space**
  - B. Resolution 22-100: Approval of Payment for Power Relocation for Hopewell Phase I East**
  - C. Resolution 22-101: Approval of Funding for Fifth Addendum to Engineering Contract and Railroad Agreement for the B-Line Trail and Multiuse Path**
  - D. Resolution 22-102: To Increase Funding for an Owner Occupied Rehabilitation Project at 301 N. Hopewell**
- 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, December 5, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:***  
<https://catstv.net/m.php?q=11936>

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Deb Hutton, Deborah Myerson, Sarah Bauerle Danzman, and Martha Street, MCCSC Representative attended in person.

Commissioners Absent: Randy Cassady

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

Others Present: Larry Allen, Assistant City Attorney; Jeff Underwood, City Controller; Susan Sandberg, Common Council President; Isabel Piedmont-Smith, Common Council Member; Patrick Dierkes, Project Engineer, Engineering Department; Matt Frische, Reedy Financial Group; Dave Askins, B Square Bulletin; Sam Dove; Shawn Eurton, Eurton Properties.

**II. READING OF THE MINUTES** – Deb Hutton moved to approve the November 21, 2022 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** – Deborah Myerson moved to approve the claim register for November 10, 2022, for \$59,422.27. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Deb Hutton moved to approve the payroll register for November 18, 2022, for \$35,670.89. Deborah Myerson seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

A. **Director's Report:** John Zody stated revisions to the rehab guidelines early next year. The revision of the Neighborhood Improvement guidelines will be on the agenda for the next meeting. Zody said 2023 Community Development Block Grant (CDBG) applications are due today by 4 p.m.

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

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

D. **Business Development Updates:** Alex Crowley stated the Kiln closed last Monday. A collective group of business owners purchased the Kiln and will be working on renovations. Crowley told the RDC that the closing of the deal on the Kiln building marked the first private investment in the Trades District. Crowley informed the commission that staff will be coming to the RDC with a request for funding to help support a position that will report to the Dimension Mill. This person would take hold of the Trades District and be the Director of the Trades District Technology Center. Crowley answered questions from the commissioners.

**VI. NEW BUSINESS**

A. **Annual Informative Presentation.** Matt Frische gave the annual TIF impact presentation. Frische answered questions from the commission. The presentation slides are attached to the minutes.

- B. **Resolution 22-96: First Amendment to Agreement with Axis Architecture for Trades District.** Alex Crowley stated the City was awarded an EDA grant to design the Tech Center Building. The RDC previously approved an agreement with Axis Architecture to provide the services. Staff have negotiated a first amendment to the agreement with Axis to add detailed design development phase estimate of the construction costs for the project. Axis has agreed to provide the additional services for an additional \$8,450. This amendment will bring the total amount for the agreement from \$403,082.50 to \$411,532.50.

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

Deb Hutton moved to approve Resolution 22-96. Deborah Myerson seconded the motion. The motion passed unanimously.

- C. **Resolution 22-97: Approve Conveyance Agreement of Showers Administration Building.** Alex Crowley stated the Showers Administration Building was formally offered in 2014. Bids were received but no suitable offers were accepted following the offering. Crowley said there have been at least three attempts to find a partner, however all attempts unraveled late in the process. In each case the cost to renovate the building was insurmountable. Crowley said Eurton Properties LLC submitted an offer to purchase lots 7 and 8, which includes the Showers Administration Building. And the adjacent parking lot. Eurton also requested an option to purchase lot 6, which would come in the form of a separate agreement. City staff has negotiated a conveyance agreement to sell lots 7 & 8 for a total amount of \$400,000.

Cindy Kinnarney asked for public comment.

Michael Carmin gave comment and expressed his opposition to the sale of the property for \$400,000.

Sarah Bauerle Danzman pointed out that the word “received” had a typo in the resolution.

Sarah Bauerle Danzman moved to approve Resolution 22-97, as amended with the typo correction. Deb Hutton seconded the motion. The motion passed unanimously.

- D. **Resolution 22-98: Payment for Right of Way Acquisition – 1<sup>st</sup> Street Reconstruction.** Patrick Dierkes said part of the project includes right-of-way acquisition, which is required for the federal funding for the project. The costs for the right-of-way acquisition is \$36,600.

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

Deb Hutton moved to approve Resolution 22-98. Deborah Myerson seconded the motion. The motion passed unanimously.

VII. **BUSINESS/GENERAL DISCUSSION** – None.

VIII. **ADJOURNMENT** – Deborah Myerson moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 5:50 p.m.

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Cindy Kinnarney, President

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Deborah Myerson, Secretary

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

# City of Bloomington Redevelopment Commission

TIF IMPACT UPDATE

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# Reporting Requirements

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- ✓ • Prior to April 1<sup>st</sup>: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- ✓ • No Later Than April 15<sup>th</sup>: Report of Previous Years' Activities to the Fiscal/Executive Body
- ✓ • Prior to June 15<sup>th</sup>: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- ✓ • Prior to August 1<sup>st</sup>: Neutralization of Base Assessed Value for the Upcoming Year
  - **Prior to December 31st: End of Year TIF Impact Presentation**
    - Includes: RDC's financial data & budgets, long-term TIF plans, and a discussion on TIF impact

# Inside the RDC

Allocation Area	Creation Year	Expiration Year	Pay 2022 Incremental AV
Bloomington Consolidated Allocation Area	1985	2029	\$ 751,511,420
North Kinser Pike Allocation Area	1996	2026	\$ 4,711,340
			<b>\$ 756,222,760</b>

- ▶ The exact date of TIF Expiration and final pay year is subject to legal interpretation.

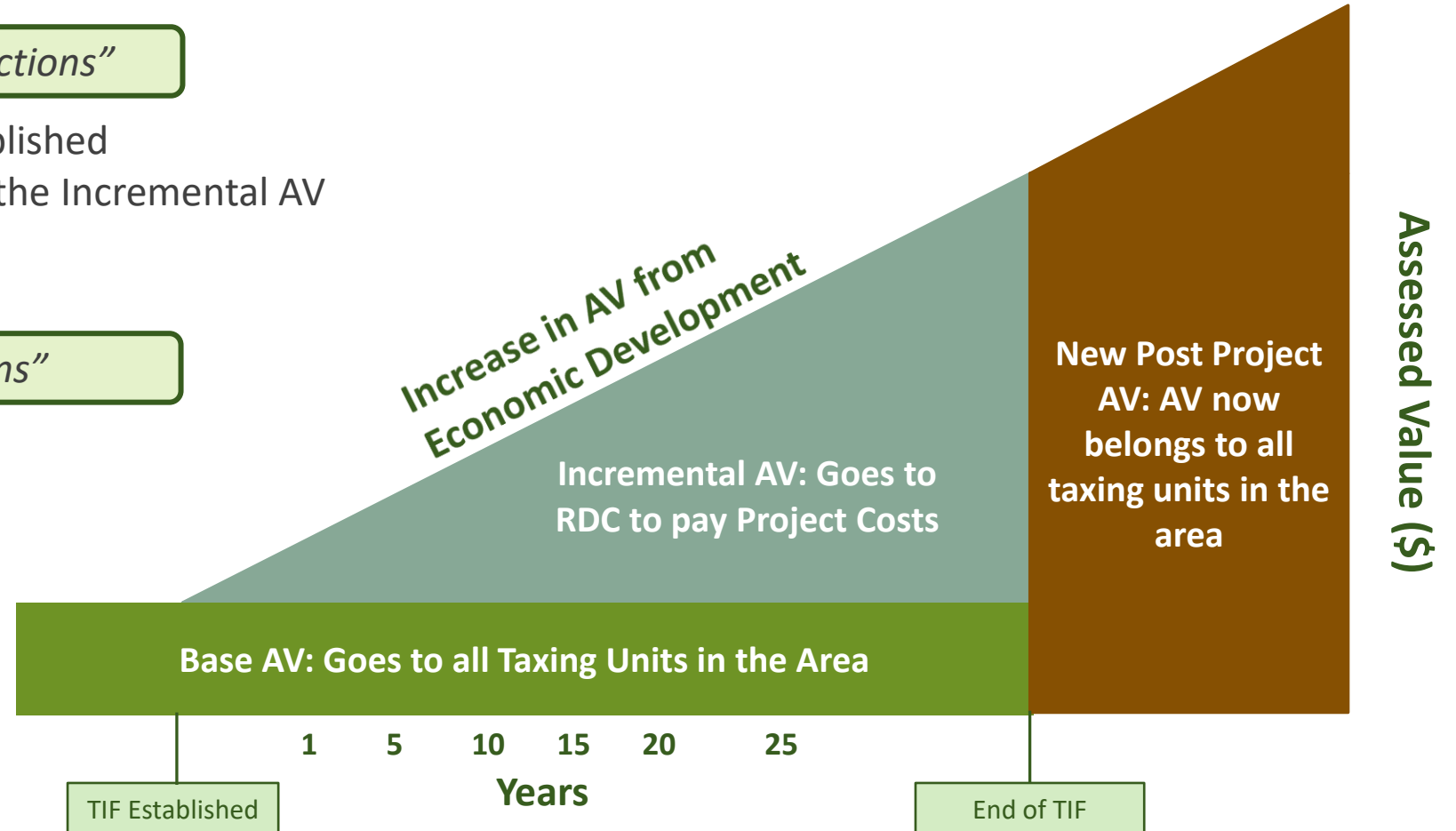
# How TIF works

## Base AV – “Overlapping Units Collections”

1. Existing AV at the time TIF is established
2. Percentage of what doesn't meet the Incremental AV classification

## Incremental AV – “TIF Collections”

1. New Construction
2. New Abatement roll off
3. New Destruction



# Financial Position

Allocation Area Name	Beg. Year Balance	Revenues	Expenditures	End. Year Balance
Bloomington Consolidated Allocation Area	\$ 21,512,818	\$ 14,573,467	\$ 29,450,189	\$ 6,635,462
North Kinser Pike Allocation Area	\$ 963,705	\$ 98,929	\$ 20,000	\$ 1,042,634

- ▶ Current and future long-term plans for the RDC
  - ▶ Hopewell
  - ▶ Trades District
  
- ▶ Revenue and Expenditure amounts are projections.



# The TIF Impact Question

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In order to help quantify a TIF's impact to its overlapping units, we must ask the following question:

**How would property tax collections change if...**

- 1. The City never utilized TIF within the community**
- 2. All current development that was incentivized / made possible by the assistance of TIF, hypothetically still occurred regardless of TIF incentives**

# TIF Impact Chart

Overlapping Units	Circuit Breaker Impact	Percent of Total Impact	2022 Budget	Impact as a Percent of 2022 Budget
Bloomington Civil City	\$ 1,585,739	54.60%	\$ 73,027,387	2.17%
Monroe County Community School Corporation	\$ 604,348	20.81%	\$ 142,982,397	0.42%
Monroe County	\$ 453,477	15.61%	\$ 64,094,471	0.71%
Monroe County Public Library	\$ 107,000	3.68%	\$ 12,270,851	0.87%
Bloomington Transportation	\$ 63,786	2.20%	\$ 15,114,394	0.42%
Monroe County Solid Waste Management District	\$ 31,498	1.08%	\$ 3,132,080	1.01%
Richland-Bean Blossom Community School Corporation	\$ 30,927	1.06%	\$ 31,234,166	0.10%
Perry Township	\$ 16,946	0.58%	\$ 677,999	2.50%
Bloomington Township	\$ 9,757	0.34%	\$ 1,160,600	0.84%
Richland Township	\$ 919	0.03%	\$ 1,633,985	0.06%
Van Buren Township	\$ 125	0.00%	\$ 2,792,178	0.00%
Monroe Fire Protection District	\$ -	0.00%	\$ 13,356,506	0.00%
<b>Total Impact to Overlapping Units</b>	<b>\$ 2,904,522</b>			
<b>2022 TIF Revenue Collections</b>	<b>\$ 15,035,329</b>			
<b>Total Additional Revenue Because of RDC</b>	<b>\$ 12,130,807</b>	<b>TIF Margin:</b>	<b>\$ 0.81</b>	

► This is a conservative estimated circuit breaker impact.

# TIF Impact Explained

## RDC TIF Margin

**\$0.81**

**\$15,035,329** in TIF revenues will be collected in 2022 across all of Bloomington's TIF allocation areas.

**\$12,130,807** will be collected due to the City's utilization of TIF = TIF Margin

Only **\$2,904,522** would be shared across all overlapping units should the TIF areas no longer exist = 2022 TIF Impact

*TIF Margin is stated in terms of **additional money** collected per every \$1 collected by the RDC*

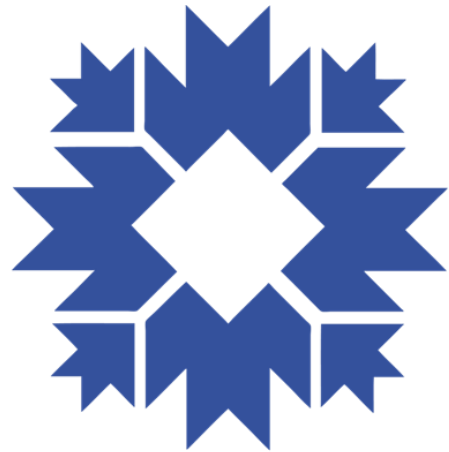
The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone should the RDC no longer exist. This revenue would **not** be collected by the overlapping units.

*How is TIF able to collect these **additional revenues**?*

TIF is **not** constrained by the State's allowable annual property tax levy growth percentage that overlapping units are constrained by.

# Questions?

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**CITY OF BLOOMINGTON**

## **City of Bloomington Redevelopment Commission**



**22-99**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF UPDATED LEASE FOR FOURTH STREET GARAGE**  
**COMMERCIAL/OFFICE SPACE**

WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4<sup>th</sup> Street Garage and the Trades District Garage within the Trades District (“Project”);

WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);

WHEREAS, the Project included commercial/office space as part of the Fourth Street Garage;

WHEREAS, the RDC approved a lease agreement and terms (“Lease”) with Hoosier Networks, LLC (“Tenant”), in Resolution 22-88;

WHEREAS, the Lease provided a tenant improvement allowance of \$109,620.00 based on 2,436 sq. ft.;

WHEREAS, after approval, Tenant requested a increased tenant improvement allowance because while the space rented was smaller, the costs of renovations remained approximately the same

WHEREAS, City staff have updated negotiated terms for an increased tenant improvement while maintaining the same three-year payback period to the RDC;

WHEREAS, the updated lease terms are as follows:

- Rented space will still be 2,436 sq. ft. within the 4th Street Garage
- Rental Rates as follows:
  - Year 1: \$46.50 per sq. ft. (up from \$33.50)
  - Year 2: \$48.00 per sq. ft. (up from \$35.00)
  - Year 3: \$36.00 per sq. ft. (down from \$36.50)
  - Year 4: \$23.00 per sq. ft. (same)
  - Year 5: \$24.50 per sq. ft. (same)
- Tenant improvement allowance from the RDC shall not exceed a total of \$171,007.20 (or \$70.20 per sq. ft.)

WHEREAS, an updated lease agreement is attached to this Resolution as Exhibit A; and

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the updated lease of the Property will enhance the development and economic development of the Consolidated TIF.
3. The terms outlined above for the updated lease are hereby approved. RDC authorizes President Cindy Kinnarney to sign final form of lease on behalf of the RDC.
4. A copy of the fully executed lease shall be attached to this Resolution.
5. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed One Hundred Seventy-One Thousand Seven Dollars and Twenty Cents (\$171,007.20) from either the General RDC Account (Fund 444-15-150000-53990) or Consolidated TIF for the tenant improvements. This expenditure must comply with the City and the RDC's claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2023, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Cindy Kinnarney, President

ATTEST:

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Deborah Myerson, Secretary

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Date

**LEASE AGREEMENT  
FOR COMMERCIAL SPACE IN FOURTH STREET PARKING GARAGE**

THIS LEASE (“Lease”), made and entered into this 1st day of November, 2022, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment (“Landlord”), and Hoosier Networks, LLC, (“Tenant”) WITNESSETH THAT:

**RECITALS**

WHEREAS, Landlord owns certain real estate and improvements commonly known as the Fourth Street Garage located at 105 W. 4th Street, Bloomington, Indiana and more particularly described on Exhibit “A,” attached hereto and by reference incorporated herein (the “Premises”); and

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I  
DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Premises described above and depicted in Exhibit A for Tenant’s exclusive use, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Landlord and Tenant hereby agree that the Premises contains two thousand four hundred thirty-six (2,436) square feet of rentable area based on Landlord's current standards of measurement. A pre-construction architectural rendering of the Premises is depicted on Exhibit “B” is only provided for general identification purposes because the labels, measurements, line drawings, and square feet are not accurately stated on Exhibit “B.”

**ARTICLE II  
TERM OF LEASE**

Section 1. Term. Except as otherwise provided by this Agreement, the Initial Term (“Initial Term”) of this Lease shall begin upon completion of Tenant Improvements or December 1, 2023, whichever is earlier (“Commencement Date”), and ending five (5) years from the Commencement Date.

Section 2. Temporary Lease Term. Whereas Landlord shall make available a temporary space to Tenant in accordance with terms set out in Exhibit “C” (“Temporary Lease”) from the

date of execution of this Agreement until such a time as the Initial Term Commences or the Temporary Lease is otherwise terminated.

Section 3. Renewal Options. Provided Tenant is not in default at the time of exercising its option, Tenant shall have two (2) options to renew the Lease upon the expiration of the Initial Term for an additional terms of five (5) years each (“Renewal Term”; together with the Initial Term, the “Term”). Tenant shall provide the Landlord with written notice not less than one hundred twenty (120) days prior to the end of the Initial Term of its intention to exercise the renewal option.

ARTICLE III  
RENT

Section 1. Rent. For the first year of the Initial Term, Tenant agrees to pay Rent at the rate of \$46.50 per square foot, which shall be One Hundred Thirteen Thousand Two Hundred Seventy-Four Dollars (\$113,274.00) payable in monthly installments of Nine Thousand Four Hundred Thirty-Nine Dollars and Fifty Cents (\$9,439.50). For years 2 through 5 of the Initial Term, the rent shall be as follows:

Year	Price/Sq. Ft.	Annual Rent	Monthly Rent
2	\$48.00	\$116,928.00	\$9,744.00
3	\$36.00	\$87,696.00	\$7,308.00
4	\$23.00	\$56,028.00	\$4,669.00
5	\$24.50	\$59,682.00	\$4,973.50

Rent for any Renewal Term shall be at then prevailing market rates, which shall be memorialized as an addendum to this agreement after Tenant has provided its notice of intent to exercise its renewal option.

Tenant’s obligation to pay Rent shall begin on the Commencement Date. The rent is due on the 1<sup>st</sup> day of each month during the Term. Should said rent not be paid within five (5) business days from the 1st of the month, the Landlord reserves the right to assess a Five Dollars (\$5.00) per day late fee. A check that is returned by the financial institutional for any reason shall be considered non-payment of rent and therefore a late charge will also be assessed after the Landlord provides Tenant notice of the returned check, plus a Fifty Dollar (\$50.00) delinquent fee and any and all fees incurred by Landlord in effectuating the return of the check to Tenant. If rent is more than ten (10) days past due, the Landlord may provide written notice to Tenant. If Tenant does not remedy the past-due rent within forty-five (45) days from the date the notice is sent, then the Landlord shall have the option of canceling and terminating this Agreement, and the balance remaining under the Term shall be accelerated and shall become immediately due and payable at the Landlord’s option. Rent for any period less than one month shall be prorated.

Section 2. Payment Address. Payments may be delivered electronically or by check. If payment is made by check, it shall be delivered to:

Bloomington Redevelopment Commission  
P.O. Box 100  
Bloomington, IN 47402



**ARTICLE IV**  
**USE OF THE PROPERTY**

Section 1. Compliance with Law and Regulations. Tenant shall conduct its business therefrom in a safe and lawful manner. Tenant shall use the Premises at all times in compliance with all applicable laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon the Landlord or Tenant any duty with respect to, or triggered by, a change in the use or occupation of, or any improvement or alteration to, the Premises such as, for example, the Americans with Disabilities Act.

Section 2. Care of Property and Maintenance. Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises. Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.

Landlord agrees, to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system. Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear. Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees

In the event that Tenant fails to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, Tenant shall be liable to the Landlord for the cost to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, and any legal costs, including attorney's fees, necessary to obtain said payment.

Section 3. Access by Landlord to Leased Property. Landlord, its agents, prospective Tenants, purchasers, or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant. For a period commencing not earlier than six (6) months prior to the expiration of the Term, Landlord may list the Premises electronically and may post "For Rent" signs. In the event of an emergency, the Landlord shall have the right to enter the Property at any time.

Section 4. Hazardous Materials. Tenant shall not in any manner use, maintain, or allow the use or maintenance of the Premises in violation of any law, ordinance, statute, regulation, rule or order (collectively “Laws”) of any governmental authority, including but not limited to Laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain, or allow the use or maintenance of the Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste, nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA), as amended; and any other applicable federal, state or local Laws.

Tenant shall promptly notify the Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Premises and shall deliver to the Landlord any notice received by Tenant relating thereto. Tenant shall indemnify and hold harmless the Landlord, the City of Bloomington, and the officers, agents, and employees of both the Landlord and the City of Bloomington from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys’ fees and costs of remediation, incurred by the Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 5 Tenant Improvements. Tenant has inspected the Premises and acknowledges it is accepting the same “as is, where is, with all faults” and that Landlord will not be responsible to make any improvements to the Premises; provided, however, Landlord agrees that Tenant may commence and direct the construction of Tenant Improvements immediately. Landlords shall reimburse Tenant for the costs of Tenant Improvements at the rate of \$70.20 per square foot in an amount not to exceed a total of One Hundred Seventy-One Thousand Seven Dollars and Twenty Cents (calculated as  $2,436 * \$70.20 = \$171,007.20$  (US Dollars)) (“Tenant Improvement Allowance”) within Forty-Five (45) days of Tenant’s delivery of paid invoice to Landlord, along with delivery of lien waiver(s) from Tenant’s contractor(s). Landlord reserves the right to withhold 5% in retainage for each invoice submitted until Tenant delivers to the Landlord written certification that one hundred percent (100%) of the Tenant’s Improvements are complete in accordance with the Tenant Improvement Plan from Tenant’s contractor(s) or architect. Tenant shall have twenty-four (24) months from the lease execution to spend the allowance under this Section. Any portion of the Tenant Improvement Allowance not used or invoiced to the Landlord shall be retained by Landlord.

Tenant shall submit an itemized Tenant Improvement Plan to Landlord detailing the proposed improvements to the Premises for Landlord’s written approval of said work prior to any work commencing. The Tenant Improvement Plan shall also indicate which improvements will be permanent fixtures to the Premises and which may remain personal property of the Tenant through the expiration of the Term. Landlord shall have fifteen (15) business days to approve or reject the Tenant Improvement Plan. Any material modification to the Tenant Improvement Plan resulting in more than a 10% change in cost to any itemized portion of the plan shall be approved prior to

final approval by the Landlord. Tenant shall be responsible for coordinating Tenant's architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant's improvements and use.

Tenant acknowledges that the Tenant Improvement Allowance may only be used for standard improvements to all or part of the Premises as of the Commencement Date as set forth in this Agreement or otherwise approved by Landlord in its sole discretion, and which may include, but not be limited to, the actual work, design fees, permitting fees, architectural fees, engineering fees, and phone/data cabling.

Section 6 Alterations. Except as explicitly approved as part of the Tenant Improvements, Tenant shall not make any other alterations, additions or improvements to the Premises, without the prior written consent of the Landlord.

#### ARTICLE V UTILITIES AND SERVICES

Tenant shall pay for all utilities and services based upon or in connection with its usage of the Premises, including but not limited to gas, electricity, sewer, and water. Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs. Landlord shall provide Tenant with access to a dumpster close to Premises for trash removal at Landlord's expense. Tenant shall begin paying utilities upon execution of this Agreement, prior to the completion of its improvements, and continue through the Term of this Agreement.

#### ARTICLE VI PERSONAL PROPERTY TAXES OF TENANT

Tenant shall promptly pay all applicable Indiana State, County, and Municipal personal property taxes in the event such taxes may now or hereafter be assessed against the furniture, fixtures, equipment and supplies maintained by Tenant upon the commercial space of the Premises and all taxes levied against Tenant on account of the business conducted by it upon the Premises.

#### ARTICLE VII LIABILITY INSURANCE; INDEMNIFICATION

Section 1 Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Initial Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City of Bloomington, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 2 Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of

loss customarily covered by such insurance. Landlord reserves the right to alter the insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days prior written notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 3. Builder's Risk Insurance. At all times when Tenant Improvements are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builder's Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of the improvements.

Section 4 Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional insured(s). Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 5 Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

## ARTICLE VIII SIGNS

Section 1. Signage. Tenant may not install additional signage on or about said Premises, except upon Landlord's prior written consent, which consent may not be unreasonably conditioned, delayed or withheld. Any approved signage shall comply with all local laws, rules, and regulations. All approvals shall be memorialized in writing and attached to this Agreement.

ARTICLE IX  
DEFAULT AND REMEDIES

Section 1. Default. If either Landlord or Tenant defaults in respect of its covenants under this Lease and fails to cure such default within thirty (30) days after written notice of the existence of such default has been given it by the other party, the other party may exercise any remedy available at law or in equity.

Section 2. Attorneys' Fees and Expenses. Tenant shall pay the Landlord's reasonable expenses and attorneys' fees incurred as a result of enforcement of Tenant's failure to comply with any covenant, term or condition of this Lease. Landlord shall pay Tenant's reasonable expenses and attorneys' fees incurred as a result of enforcement of Landlord's failure to comply with any covenant, term, or condition of this Lease.

ARTICLE X  
HOLDING OVER

Upon the expiration or sooner termination of this Agreement, Tenant shall surrender to Landlord the Premises, in the condition required under Article IV, Section 2 of this Agreement. Any damage to the Premises caused by Tenant shall be promptly repaired by Tenant. Any permanent fixtures installed as part of the Tenant's improvements, shall remain with the Premises, except for those items of personal property indicated in the Tenant Improvement Plan. In all other respects, Tenant shall have forty-five (45) days to remove any of its personal property from the Premises following the end of the Term. Any failure to remove such property may result in Landlord assuming ownership of the property. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

ARTICLE XI  
DESTRUCTION OR CONDEMNATION

Section 1 Damage or Destruction/Obligation to Rebuild. In the event the Premises is damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business at the Premises during the period of repair, then the rent payable by Tenant hereunder is still due in accordance with the terms of this Agreement.

Section 2 Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Subject to the rights of a mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation and not applied by a mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

Section 3 Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1. Landlord Consent Required. Tenant may enter into an Assignment of this Lease or a Sublease of the Premises only with Landlord's prior written consent in each instance, whereas such consent will be granted in Landlord's sole discretion. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises. An "**Assignment**" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. A "**Sublease**" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Article XII shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

Section 2. Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; and (c) a copy of the proposed Assignment or Sublease documents. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within

fifteen (15) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

Section 3. Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

Section 4. Permitted Transfers. Each Assignment or Sublease under this Article XII shall be subject to the following conditions: (a) no proposed Assignment or Sublease shall be effective if Tenant is in default under this Lease; (b) no proposed Assignment or Sublease may be undertaken for purposes of circumventing Tenant's liability under this Lease; (c) Tenant shall remain primarily liable under this Lease; and (d) Landlord shall have received an executed copy of all documentation effecting such Assignment or Sublease on or before its effective date.

ARTICLE XIII  
NOTICES, COVENANTS AND REPRESENTATIONS, MISCELLANEOUS

Section 1. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be properly given if sent by certified mail, postage prepaid and, in the case of notices by the Landlord to Tenant, they are addressed to:

Hoosier Networks, LLC / Meridiam  
Attn: Nick Phillips, Senior Investment Director  
605 Third Avenue, 36th Floor  
New York, NY 10158

or to such other address as Tenant may from time to time furnish to the Landlord in writing for such purpose; and in the case of notices by Tenant to the Landlord, if they are addressed to:

Director, Economic and Sustainable Development  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402

With a copy to:

Corporation Counsel  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402

or to such other address as the Landlord may from time to time furnish to Tenant in writing for such purpose.

Section 2. Covenants and Representations. The covenants and agreements contained in this Lease shall inure to the benefit and shall be binding upon the parties hereto, and their respective successors and assigns. This Lease contains the entire agreement between the Landlord and Tenant and shall not be modified in any manner except by an instrument in writing executed by the Landlord and Tenant.

Section 3. Waiver. The waiver by any party hereto of any term, covenant, or condition contained in this Lease shall be in writing, and any waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

Section 4. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Governing Law. This Lease shall be governed according to the laws of the State of Indiana. Any dispute arising from this Lease shall be venued in Monroe County, Indiana.

Section 6. Nondiscrimination. Tenant 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 and public accommodations.

Section 7. Firearms Policy. Pursuant to Indiana Code § 35-47-11.1-4, Tenant may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which employment or attendance at and participation in activities is conditioned. If Tenant develops such a policy, the Landlord and Tenant may implement and enforce it. If Tenant wishes to develop such a policy, it shall provide a copy of the policy to the City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement as an attachment hereto.

Section 8. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises, the rights of any Mortgagee or the rights retained by Landlord by this Lease or by law.

Section 9. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10. Time. Time is of the essence.



Section 11. Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a “short form” memorandum of this Lease for recording purposes.

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

HOOSIER NETWORKS, LLC

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

\_\_\_\_\_  
Printed Name, Title

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Cindy Kinnarney, President

Witnessed:

By: \_\_\_\_\_  
Deborah Myerson, Secretary

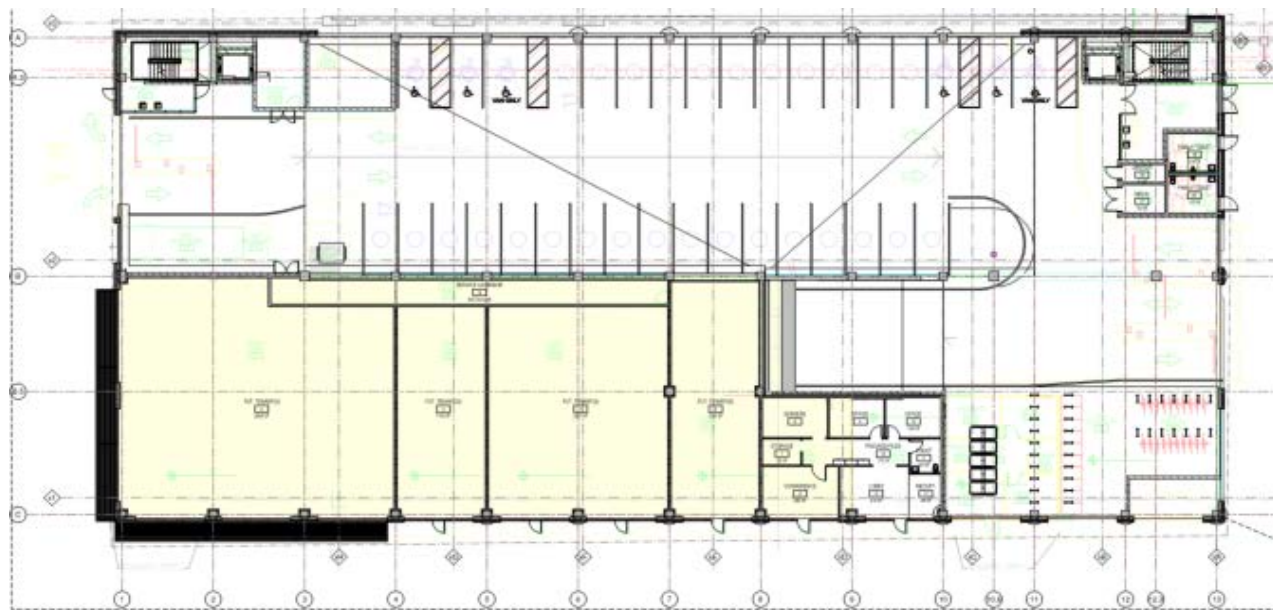
**EXHIBIT A**

PROPERTY DESCRIPTION

The property to be leased is a condo of commercial space totaling 2,436 square feet within the property commonly known as the 4th Street Parking Garage located at 105 W. 4th Street, Bloomington, Indiana 47404. The specific location of the proposed Tenant space is mutually understood to be the two northernmost available 1,218 square foot “bays” of space, immediately to the south of the City of Bloomington Parking offices.

**EXHIBIT B**

Pre-Construction Rendering of Layout



FIRST FLOOR PLAN

**EXHIBIT C**  
**TEMPORARY LEASE**

**TEMPORARY LEASE AGREEMENT  
FOR COMMERCIAL SPACE IN COLLEGE SQUARE**

THIS TEMPORARY LEASE (“Temporary Lease”), made and entered into this \_\_\_\_ day of November, 2022, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment (“Landlord”), and Hoosier Networks, LLC, (“Tenant”) WITNESSETH THAT:

**RECITALS**

WHEREAS, Landlord owns certain real estate and improvements commonly known as the Fourth Street Garage located at 105 W. 4th Street, Bloomington, Indiana that Tenant has entered into a Lease Agreement to rent (“Garage Premises”); and

WHEREAS, the Garage Premises will require buildout before they are usable as office space for the tenant; and

WHEREAS, Landlord also owns property located at 213 S. College Avenue, Suite 100, Bloomington, Indiana 47404 (“Temporary Premises”) that is available for Tenant to use during the buildout of the Garage Premises

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Temporary Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I**  
**DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Temporary Premises described above and depicted in Exhibit 1 for Tenant’s exclusive use, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Landlord and Tenant hereby agree that the Premises contains four thousand four hundred (4,400) square feet of rentable area based on Landlord's current standards of measurement.

**ARTICLE II**  
**TERM OF LEASE**

Section 1. Term. Except as otherwise provided by this Agreement, Term of this Lease shall begin upon execution and continue until for up to one year (“Term”) unless otherwise terminated in accordance with this Temporary Lease Agreement.

ARTICLE III  
RENT

Section 1. Rent. For the first nine (9) months of the Term, Tenant agrees to pay Rent at the rate of \$12.00 per square foot, which shall be Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00) payable in monthly installments of Five Thousand Eight Hundred Sixty-Six Dollars and Sixty-Seven (\$5,866.67). For the remaining months in the Term, Tenant shall pay \$20.00 per square foot per year, which shall be Seven Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$7,333.33) per month.

ARTICLE IV  
TERMINATION

Section 1. Early Termination. This Temporary Lease Agreement shall terminate at the end of the Term, upon Tenant’s occupation of the Garage Premises, or upon Tenant’s 30-day written notice to the Landlord, whichever is earlier.

ARTICLE V  
TENANT IMPROVEMENTS

Section 1. No Tenant Improvement Allowance. Tenant shall not be entitled to any tenant improvement allowance under this Temporary Lease for the Temporary Premises.

ARTICLE VI  
OTHER TERMS AND CONDITIONS

Except as expressly provided in this Temporary Lease, all other terms and conditions from the parties’ Lease Agreement for Commercial Space in the Fourth Street Parking Garage executed on November \_\_\_\_, 2022, shall be incorporated herein and apply to this Temporary Lease.

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

HOOSIER NETWORKS, LLC

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

\_\_\_\_\_  
Printed Name, Title

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Cindy Kinnarney, President

Witnessed:

By: \_\_\_\_\_  
Deborah Myerson, Secretary

**22-100  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF PAYMENT FOR POWER RELOCATION 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, 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, as part of the project it is now necessary to relocate power lines and equipment that serve the Project (“Services”); and

WHEREAS, Duke Energy has submitted an invoice for the Services for \$123,942.30, which is attached to this Resolution as Exhibit A.

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 an appropriate use of the Consolidated TIF, as set forth in the Amended Project Review and Approval Form, and reiterates that it serves the public’s interest.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Twenty-Three Thousand Nine Hundred Forty-Two Dollars and Thirty Cents (\$123,942.30) (“Payment”).



3. 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.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on March 1, 2023.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date



**INVOICE**

Invoice: P4637240301  
 Invoice Date: 11/17/2022  
 Page: 1 of 1

Email sent to customer on 11/17/2022

Bill to: BLOOMINGTON RDC  
 401 N MORTON ST. SUITE 130  
 PATRICK DIERKES  
 BLOOMINGTON IN 47404

Customer ID: 000264253  
 PO / Contract No:  
 Payment Terms: Net 30  
 Due Date: 12/17/2022

**Amount Due: \$123,942.30**

Invoice for work or services performed at: 301 2ND ST W BLOOMINGTON IN

For questions about your invoice, please contact Justin Andrew Wolford at 812/231-6785

Line	Date of Charge	Description	Net Amount
1	11/15/2022	Customer contribution  RELOCATION OF FACILITIES FOR CENTERSTONE BUILDING	\$123,942.30
<b>Amount Due:</b>			<b>\$123,942.30</b>

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

**TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS**

**i** Please detach and return with your payment. Please indicate invoice number on check. **i**

**Payment Coupon**

Please make check payable to:

Duke Energy  
 PO Box 602566  
 Charlotte NC 28260-2566

ACH Instructions:

Wells Fargo - Indiana  
 121000248  
 Duke Energy  
 002000057639545

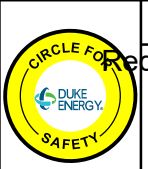
Invoice Number: P4637240301  
 Corporation Code: 75115  
 Please Pay By: 12/17/2022  
 Customer ID: 000264253  
 Total Amount Due: **\$123,942.30**

Fed Tax ID # 35-0594457

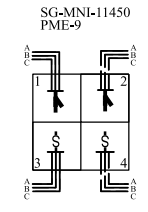
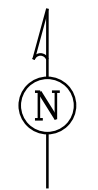
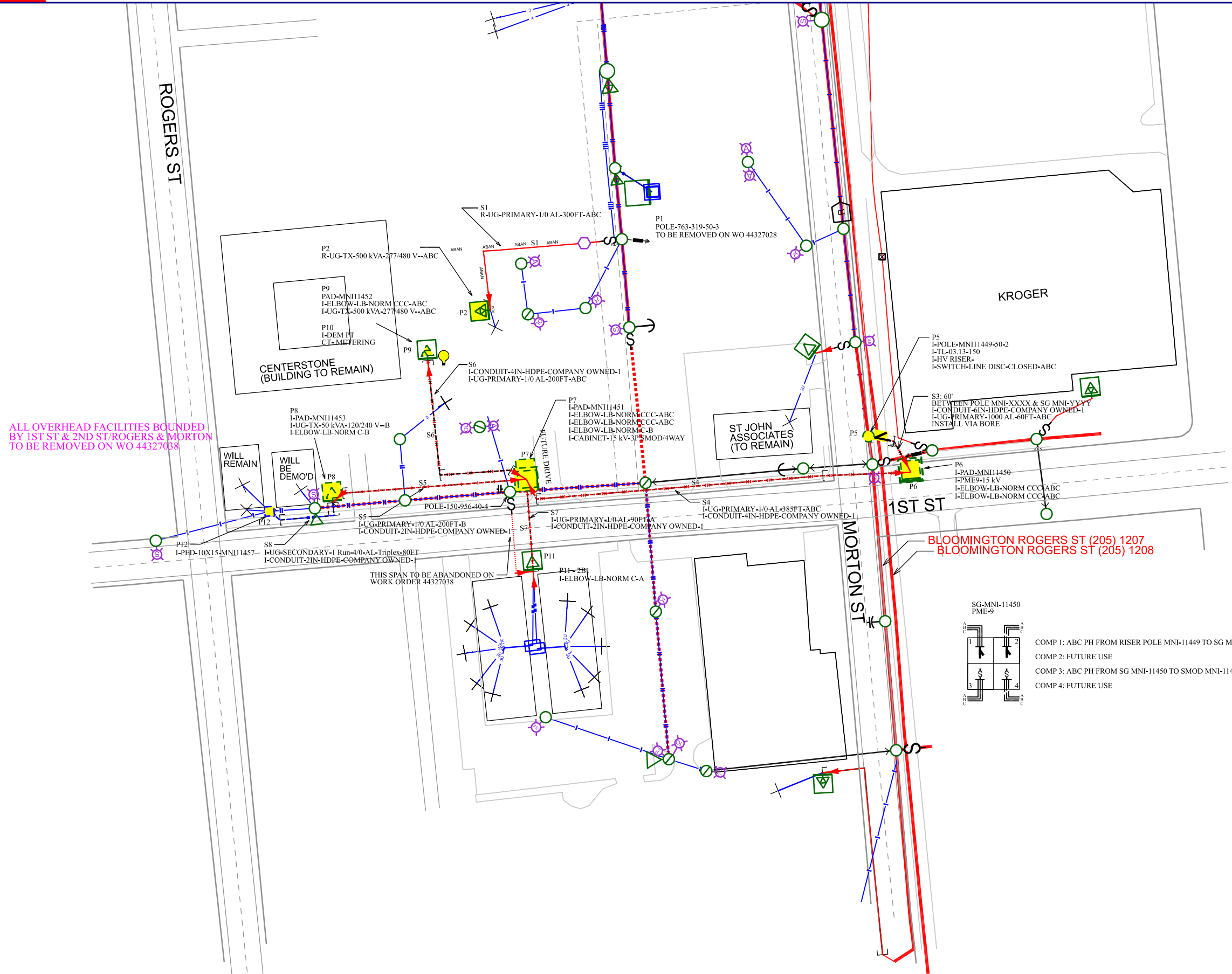
BLOOMINGTON RDC  
 401 N MORTON ST. SUITE 130  
 PATRICK DIERKES  
 BLOOMINGTON IN 47404

Amount Enclosed





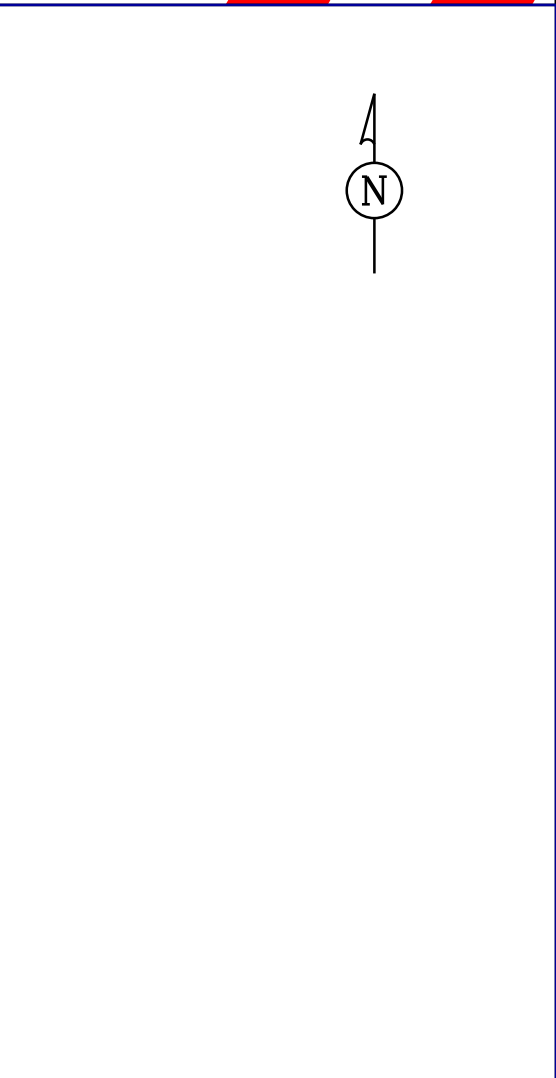
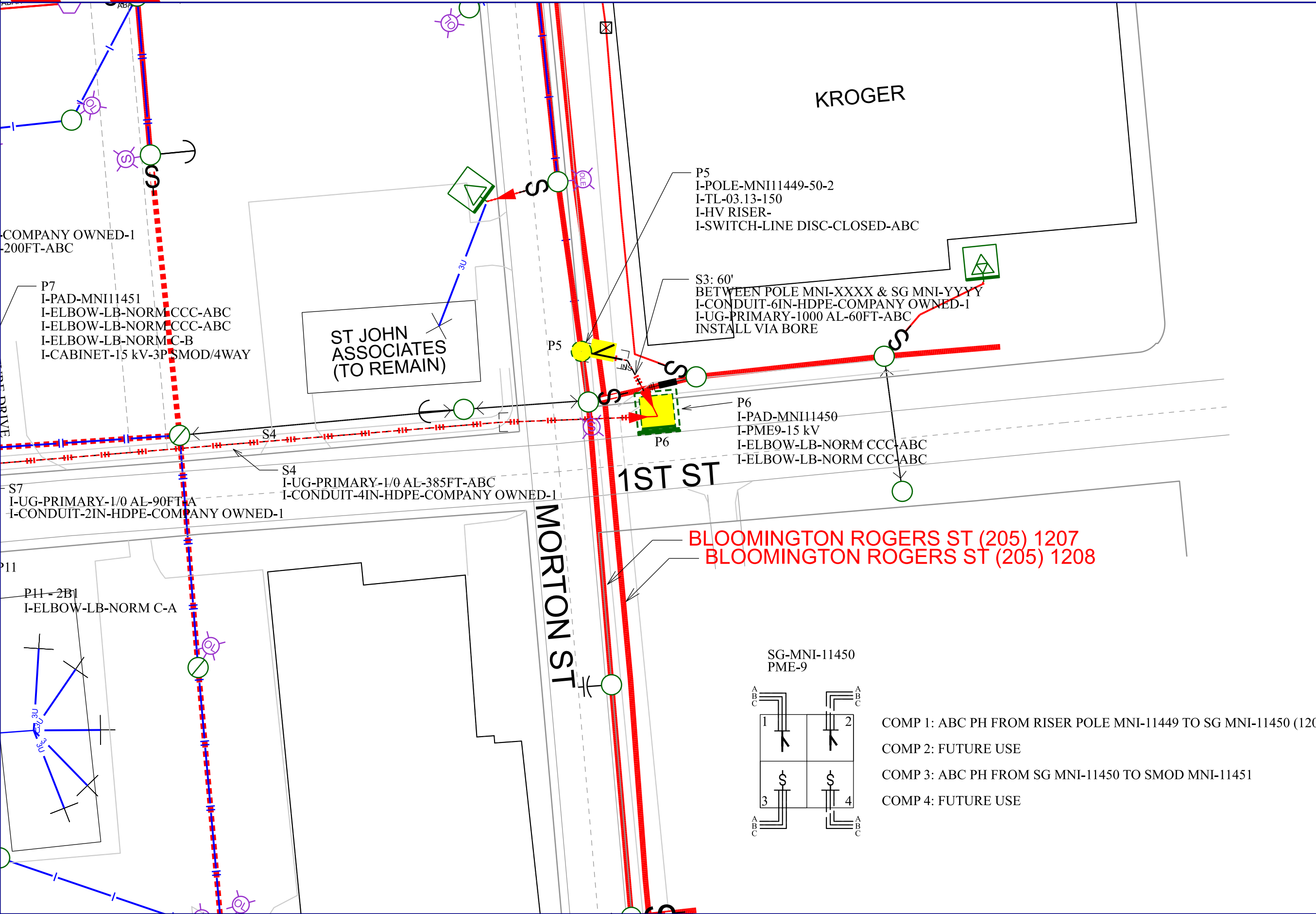
**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



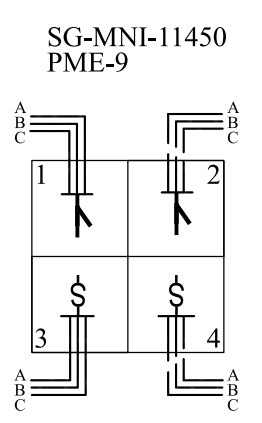
- COMP 1: ABC PH FROM RISER POLE MNI-11449 TO SG MNI-11450 (1207)
- COMP 2: FUTURE USE
- COMP 3: ABC PH FROM SG MNI-11450 TO SMOD MNI-11451
- COMP 4: FUTURE USE

Work Order Number	46372403
Customer/Contact	
Contact Phone	
Job Site Address	301 2ND ST W
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Justin Wolford
Designer Phone	812-240-1026
Circuit ID	1207 & 1208 (SEE USP)
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



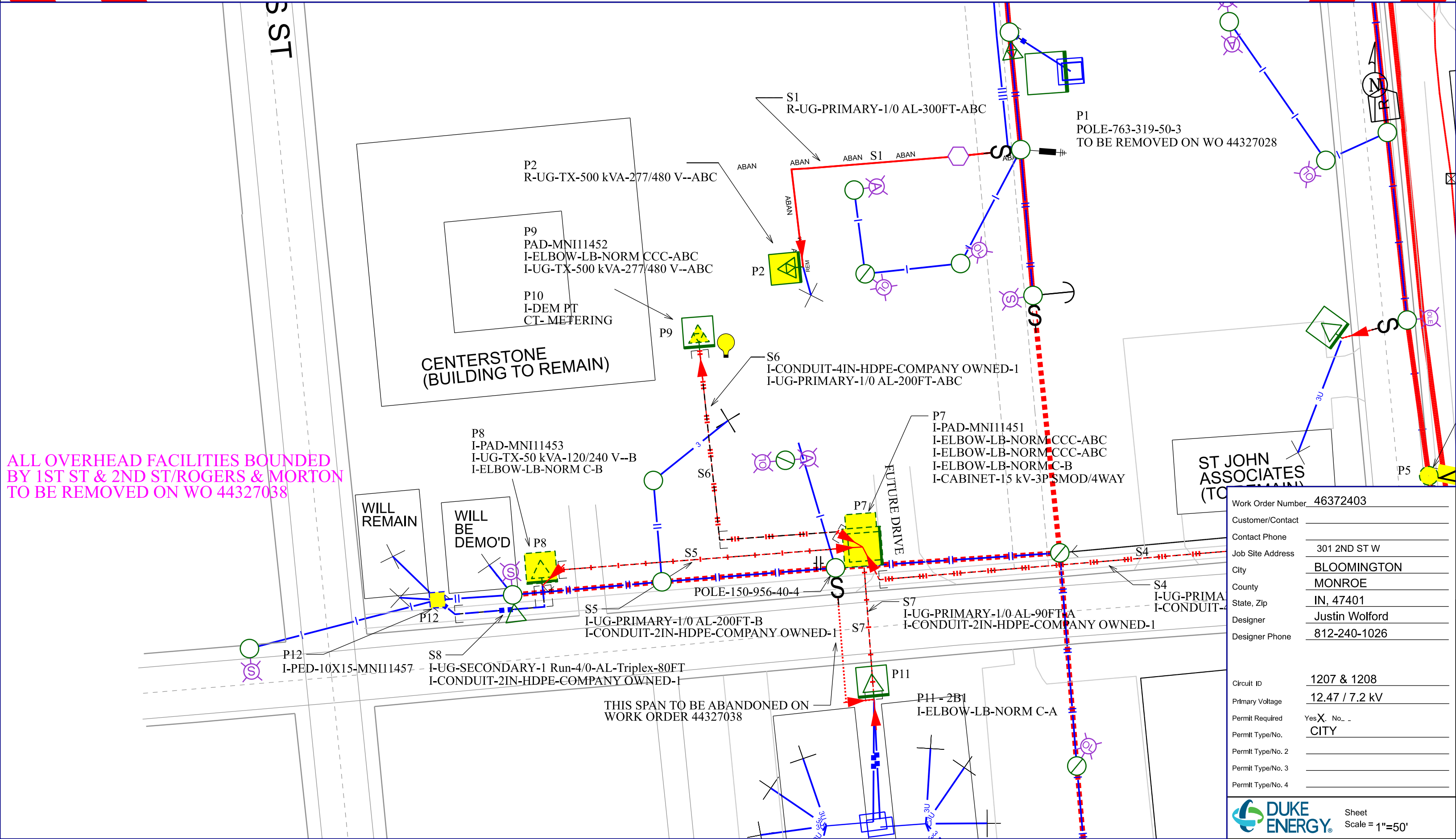
**BLOOMINGTON ROGERS ST (205) 1207**  
**BLOOMINGTON ROGERS ST (205) 1208**



- COMP 1: ABC PH FROM RISER POLE MNI-11449 TO SG MNI-11450 (1207)
- COMP 2: FUTURE USE
- COMP 3: ABC PH FROM SG MNI-11450 TO SMOD MNI-11451
- COMP 4: FUTURE USE

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Contact Phone	
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Designer	Justin Wolford
Designer Phone	812-240-1026
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Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



ALL OVERHEAD FACILITIES BOUNDED BY 1ST ST & 2ND ST/ROGERS & MORTON TO BE REMOVED ON WO 44327038

WILL REMAIN

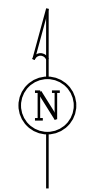
WILL BE DEMO'D

THIS SPAN TO BE ABANDONED ON WORK ORDER 44327038

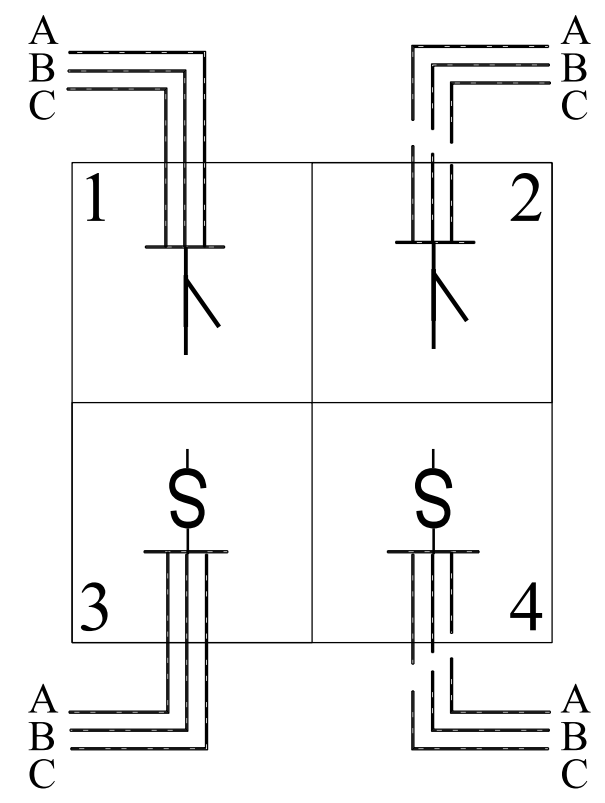
ST JOHN ASSOCIATES (TO REMAIN)

Work Order Number	46372403
Customer/Contact	
Contact Phone	
Job Site Address	301 2ND ST W
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Justin Wolford
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Circuit ID	1207 & 1208
Primary Voltage	12.47 / 7.2 kV
Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

**REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.**



**SG-MNI-11450  
 PME-9**



**COMP 1: ABC PH FROM RISER POLE MNI-11449 TO SG MNI-11450 (1207)**

**COMP 2: FUTURE USE**

**COMP 3: ABC PH FROM SG MNI-11450 TO SMOD MNI-11451**

**COMP 4: FUTURE USE**

Work Order Number	46372403
Customer/Contact	
Contact Phone	
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Permit Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Permit Type/No.	CITY
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

# Redevelopment Commission Resolution 22-100 Exhibit A

Host: http://entdukerpt.duke-energy.com/ReportServer

Request Last Refreshed on:  
11/30/2022 15:14

## CU Estimate Material Summary Sorted by: Store Room, WO Number

<b>Estimate Request:</b>	9757564	<b>Request Type :</b>	JOB
<b>Work Site:</b>	TD-IN		
<b>Master WO:</b>	46372403_Hopewell Relocation; COMMERCIAL RELOCATION CAPITAL NO CHARGE		
<b>Estimate Version:</b>	8_Design 46372403 - A for Work Request 463724031	<b>Estimate Type :</b>	DESIGN
<b>Estimated-On</b>	11/30/2022	<b>At:</b>	13:11:04
<b>By:</b>			451377

**Store Room:** DC-PLAINFIEL\_PLAINFIELD DISTRIBUTION CTR - INDIANA

**WO /Task:** 46372403

Item	Item Description	Quantity
1001804	TAPE,ELECTRICAL, HIGH VOLTAGE, 2" WD X 30' LG X 30 MIL THK, THERMAL, LINELESS, PACKAGING TO BE IN INDIVIDUAL	3
1003225	JUNCTION, LOADBREAK, 15KV 200A, 4 RECEPTACLES, W/ U-STRAP	3
104649	WIRE/CABLE,ELECTRICAL, BARE, GROUND, SOL SD, 4 AWG, 0.1264 LB/FT, 7.9114 FT LB, SHIP ON 25 LB SPOOLS	5.4
111449	CONNECTOR,ELECTRICAL,BOLTED WEDGE,477 MCM AAC/ACSR 556 MCM AAC,336/397 MCM AAC/ACSR COND,ALUM CONNECTOR	6
113923	CLAMP,HOT LINE, 2/0 AWG-556.5 MCM AAC LINE, 1/0 AWG TAP, ALUM, STIRRUP	3
114449	CONNECTOR,ELECTRICAL, TERMINAL, CABLE TO FLAT (LUG), 2 AWG STR CONDUCTOR, ALUMICU CONDUCTOR, COMP CONDUCTOR	3
114514	CONNECTOR,ELECTRICAL, TERMINAL, CABLE TO FLAT, 1000 MCM AAC, 795-874 MCM ACSR CONDUCTOR, ALUM CONDUCTOR, COMP	3
119500	CONNECTOR,ELECTRICAL, 1/0 AWG SOL-500 MCM CONDUCTOR, BRZ ALLOY CONNECTOR, 325"-.813" WIRE SIZE, DBL TAP LUG	6
134398	STUD,INSULATOR,5/8" DIA,12" LG,11 UNC,6" THD LG,GALV STL,W/ NUT & LOCK WASHER	1
134416	STUD, LINE POST INSULATOR, 3/4" DIA, 10 UNC, 1-3/4" THD LG, GALV, W/ NUT & 2 LOCK WASHERS	1
1412032	BRACKET, CROSSARM, 3/8" THK, W/ FRONT & BACK PLATES, (2) 3/8" X 5" CARRIAGE BOLTS, NUTS, FLAT WASHERS, & SGL	3
1421012	WASHER,FLAT, 1/2" NOM, 0.562" ID, 1-1/4" OD, 0.062" THK, SS, ASTM A380, GR 304, 100 PER BOX	9
1461182	CONDUIT, FLEXIBLE, 2", SDR 13.5, HDPE, BLACK W/ 3 RED STRIPES, 3500' PER REEL	370
1461183	CONDUIT, FLEXIBLE, 6", SDR 13.5, HDPE, BLACK W/ 3 RED STRIPES, SHIP 450' PER REEL	60
1490676	STAPLE, 1-1/2" LG, STL, 8 GA - 0.162" DIA, CUTPOINT, CLASS 3 GALV OR CLASS 1 GALFAN OR CLASS 1 BEZINAL	0.02
1502506	WIRE/CABLE, 2/0 AWG, CU, SOFT DRAWN, 19 STR, BARE CU, CLASS B, PACKAGED IN 25' HAND COILS	85
1545395	WIRE/CABLE,ELECTRICAL, UNDERGROUND PRIMARY, 3-1 CONDUCTOR, 1/0 AWG, ALUM, SOL, 15KV @ 90 DEG C, 175 MIL	553
1545426	WIRE/CABLE,ELECTRICAL, UNDERGROUND PRIMARY, 3-1 CONDUCTOR, 1000 KCMIL, ALUM, 15KV, TRXLP INSULATION, LC	54
1546982	CONNECTOR,ELECTRICAL, PEDESTAL, 6 AWG-500 MCM CONDUCTOR, BI-METAL, 6 POSITION, SET SCREW	3
1572106	CLAMP,GROUNDING, CABLE TO ROD, 6 SOL-3/0 STR CONDUCTOR TO 5/8" ROD, CU	4
1594096	KIT, ELBOW, DEADBREAK, 600A, 600-1250 MCM, W/ TEST PT, CONTAINS RANGE TAKING SHEAR BOLT CONNECTOR &	3
1604545	WIRE/CABLE,ELECTRICAL, UNDERGROUND PRIMARY, 3-1 CONDUCTOR, 1000 KCMIL, ALUM, 61 STR, 15KV, EPR INSULATION,	60
204218	STRAP,CONDUIT, 2 HOLE, 6" CONDUIT, HOT DIP GALV STL, 1/4" LAG SCREW HOLE, F/ POLE MOUNT STL OR PLASTIC	12
214531	TIE,CABLE, SELF-LOCKING, 3" DIA RANGE, 0.25" WD, BLACK NYLON, W/ UV INHIBITORS, F/ OUTDOOR & INDOOR	3
214543	TIE,INSULATOR, F NECK INSULATOR, 2-7/8" INSULATOR DIA, 1/0 AWG 6/1 STR ACSR COND, 0.398" DIA RANGE, STL, SGL	3
301747	TIE,INSULATOR, F NECK INSULATOR, 2-7/8" INSULATOR DIA, 336-500 MCM, 0.920"-1.125" DIA RANGE, COMPOSITE, DBL	1
395330	COVER, INSULATING, 7", RBR, NOTCHES TO BE PRESENT ON INSIDE OF EACH END TO ALLOW WATER TO DRAIN, DO NOT	3
4001620	BOLT, 5/8" DIA, 12" LG, GALV STL, SPOOL, DBL UPSET, W/ HARDWARE	1
4003382	CLAMP,PARALLEL GROOVE, 2/0-2/0 AWG CU LINE, 8 AWG SOL-2/0 AWG STR CU TAP, (2) 1/2" BOLT, W/ SPACER	8
4022616	ROD,GROUND, 5/8" DIA, 96" LG, 10 MIL THK CU COATING CLAD, W/O THD	8
50061955	BOLT,MACHINE, 1/2" DIA, 13 UNC, 2" LG, HEX HEAD, HOT DIP GALV STL, ASTM A394, TYPE 0, 1-3/32" THD LG, W/ HEX N	4
50093659	KIT,TERMINATION, COLD SHRINK, 15KV, 500-1000 MCM CU/ALUM CONDUCTOR, SILICONE RBR, COMPATIBLE W/ PE, XLPE &	3
50094140	BOLT,CARRIAGE,3/8" DIA,16 UNC,8" LG,HOT DIP GALV STL	12
50094854	PAD, TRANSFORMER BOX, 37-1/2" WD X 43" LG X 24" DP, FIBERGLASS, 1PH, (6) 3/8" 16 THD INSERTS IN TOP SURFACE	1
50096898	SWITCHGEAR, PAD MOUNT, AIR INSULATED, 15KV, 95KV BIL, 2-600A LINE POSITION, 2-200A FUSED TAP POSITION,	1
50099469	ENCLOSURE,SECTIONALIZING,37" W X 60" LG X 38" HT,FIBERGLASS,15KV,3PH	1
50103964	PAD,SWITCHGEAR,75" WD X 72" LG X 36" DP,FIBERGLASS,TOP OPENING 67" WD X 62" LG	1
50107284	SWITCH,DISCONNECT, OVERHEAD, 15KV 600A 1PH, 36KA MOM, LOAK BUSTER HOOKS OPERATED, CROSS-ARM MOUNT, 90 DEG	3
50107952	TRANSFORMER,PAD MOUNT, 500KVA, 12470GY/7200VAC PRIMARY, 480Y/277VAC SECONDARY, 3PH, 60HZ, (2) 2-1/2" UP, (2)	1
50118877	CONDUIT, COILABLE, 4" OD, 550' 96" REEL LG, SDR 13.5, HDPE, PLAIN ENDS, RED STRIPE	385
50120951	PEDESTAL, SECONDARY SERVICE, 10" DIA X 15" WD X 36" HT, DR GREEN (MUNSELL) PE, W/ 3" ANCH FLG, W/ CABLE ENTRAN	1
50123129	POLE,POWER, DISTRIBUTION, 50' LG, CCA FINISH, RND TAPERED, SOUTHERN YELLOW PINE, CLASS 2	1
50124289	WIRE/CABLE,ELECTRICAL, 3 CONDUCTOR, (1) 1/0 AWG, (2) 4/0 AWG, ALUM, 19 STR, 600V @ 90 DEG C, XLPE INSULATION,	90
50124437	CROSSARM,POLE, 3-1/2" X 4-1/2", 8" LG, PENTACHLOROPHENOL TREATED, SOL FIR/PINE, (6) PIN, 11/16" HOLES, W/ (2)	2
50124544	CONNECTOR,ELECTRICAL, LOADBREAK, ELBOW, 1/0 AWG SOL ALUM COND, 15KV, 200A, INSULATION RANGE 0.705"-0.785", 8.3	15
50124557	KIT, ACCESSORY, 15KV CABLE SIZE 1/0, SPRING, GROUND STRAP, DRAIN WIRE, F/ GROUNDING F/ ELBOW	15
50124655	CROSSARM, POLE, 3-3/4" X 4-3/4", 10" LG, PENTACHLOROPHENOL TREATED, SOL FIR/PINE, 4-PIN, DIST XRM, STL PIN	1
50124692	ARRESTER,ELECTRICAL, SURGE, DISTRIBUTION, 10KV, POLYMER HOUSED, HEAVY DUTY, POLE RISER, METAL OXIDE	3
50125214	GUARD, WILDLIFE, 5-1/4" DIA X 5-1/2" HT, UV RESISTANT POLYMER, COVERS BUSHING	3
50125228	WIRE/CABLE,ELECTRICAL, POWER, 6 AWG, CU, SOL SD, 75 DEG C, POLY COVERED INSULATION, 11.6279 FT LB, SHIP ON 25	3
50125899	STUD, INSULATOR, 5/8" DIA, 7" LG, 11 UNC, 4" THD LG, GALV, 3/4" DRILLED HEAD, 5/8"SHAFT, SPRING LOCK WASHER,	4
50125921	INSULATOR, LINE POST, 25KV, 5-1/2" DIA X 9" LG, PORCELAIN, ANSI CLASS 57-1	6
50127414	WIRE/CABLE,ELECTRICAL, BARE, SOL SD, 6 AWG, CU, 25 LB SPOOL, NONE INSULATION, 25 LB PER 315'	5.5
50128059	BRACKET, MOUNTING, 9" LG X 6" HT, GALV STL, ANGLE L 3/8" THK X 2" WD, F/ POLES	6
50129169	BRACKET, MOUNTING, 10-5/8" LG, STL, 5" BETWEEN HOLES, F/ POLE TOP MOUNTS	1
50129474	INSULATOR, LINE POST, 45KV, 6-1/2" DIA X 15" LG, PORCELAIN, ANSI CLASS 57-3, 210KV BIL, F NECK	1
50129478	STUD, LINE POST INSULATOR, 3/4" DIA, 7" LG, 4" THD LG, GALV, W/ NUT & LOCK WASHER	1
50133217	CONNECTOR,ELECTRICAL, STUD, 5/8" & 1" STUD DIA, 500 KCM TO AWG 10 CONDUCTOR, SLIP-FIT, 6 COND, MULTI-STUD	3
529206	WIRE/CABLE,ELECTRICAL, 1 CONDUCTOR, 350 MCM, CU, 61 STR SD, 600V, 95 MIL XLPE INSULATION, CONDUCTOR DIA	45
597550	WIRE/CABLE,ELECTRICAL, DIRECT BURIAL, 1 CONDUCTOR, 1/0 AWG, ALUM, 15KV, LC SHIELD COVER, DESIGNED, MFR, TESTED	371
61362	CONDUIT, RIGID, HEAVY WALL, 6", 10" LG, SCH 40, PVC, LG BELLED ONE END, RATED F/ 90 DEG C CONDUCTOR, 5.986"	30
653549	LOCK,PAD,EQUIPMENT,ALUMOWELD,1/4"-1",TAMPER RESISTANT,TWIST-OFF SET SCREW	1
680008	TRANSFORMER,PAD MOUNT, 50KVA, 12470GY/7200VAC PRIMARY, 240/120VAC SECONDARY, 1PH, 60HZ, W/O TAPS, LOOP FEED,	1
831048	BUSHING,ELECTRICAL CONDUCTOR, TRANSFORMER, 15KV, 200A,LOADBREAK,INSERT,W/ FAULT CLOSE RATING	2
836353	PAD,MINI SWITCH BOX,75" WD X 48" LG X 36" DP,FIBERGLASS	1
837010	RECEPTACLE,ELECTRICAL,DEADEND,15KV,SHIELDED	9
900931	END,CONDUIT, BELL, 6", SLIP ON, GRAY PVC, SCH 40	2
90121	WASHER,LOCK, BELLEVILLE SPRING, 1/2" NOM, 1/2" ID, 1" OD, 0.083" THK, 17-7 PH SS, 300 SERIES SS, FLAT LOADING	3
905044	GRIP,CABLE, SUPPORTING, 1-3/4" TO 2" CABLE, ALUM, RISER CLOSED, SGL U EYE, STD PKG/10	3
908855	BRACKET, CABLE, ALUM, F/ 0.75-3" DIA CABLE, WRAP TYPE BANANA BRACKET	3
91508	SCREW,CAP, 1/2" DIA, 13 UNC, 2-1/4" LG, HEX HD, SS, ASTM F593/ASTM A193, GR 18-8, 50 EA/BX	6

# Redevelopment Commission Resolution 22-100 Exhibit A

Host: <http://entdukerpt.duke-energy.com/ReportServer>

## CU Estimate Material Summary Sorted by: Store Room, WO Number

Report Last Refreshed on:  
11/30/2022 15:14

930030	WASHER,LOCK, DBL COIL SPRING, 5/8" NOM, GALV STL, 750 PER PACKAGE	7
930031	WASHER,LOCK, DBL COIL SPRING, 3/4" NOM, DYKO PLTD GALV STL	3
930728	BOLT,CARRIAGE, 1/2" DIA, 6" LG, GALV STL, 1-1/2" LG THD MIN, W/ NUT	6
931563	BOLT,MACHINE, 5/8" DIA, 11 UNC, 12" LG, SQ HEAD, HOT DIP GALV STL, CONE POINT, 6" LG THD, W/ SQ NUT	9
931571	BOLT,MACHINE, 5/8" DIA, 11 UNC, 14" LG, SQ HEAD, HOT DIP GALV STL, CONE PT, 6" THD LG MIN, W/ SQ NUT	1
931683	BOLT,MACHINE, 3/4" DIA, 10 UNC, 16" LG, SQ HEAD, HOT DIP GALV CS, ASTM A307, W/ NUT, 6" MIN THD LG	6
932539	CLAMP,GROUNDING, CABLE TO ROD, 8 SOL-1/0 STR CONDUCTOR TO 5/8" ROD, CU	4
932801	BRACE,POLE, CROSSARM, 60" SPAN X 18" DROP, WOOD, W/ METAL END FITTINGS, PAIR	1
932802	BRACE,POLE, CROSSARM, 1-3/4" X 1-3/4" X 48" SPAN X 18" DROP, PENTA TREATED APITONG/DOUGLAS FIR, PAIR, HOLE	2
933034	CLAMP,HOT LINE, 8 AWG SOL-2/0 AWG STR LINE, 8 AWG SOL-2/0 AWG STR TAP, BRZ/CU	3
933361	CONNECTOR,ELECTRICAL, COMP, TAP, #2-6 AWG SOL CONDUCTOR, CU CONNECTOR, H-TYPE, EA GROOVE ACCEPTS	36
933372	CONNECTOR,ELECTRICAL, COMP, 4/0 AWG-250 KCMIL CONDUCTOR, CU CONNECTOR, H-TYPE, 528"-0.414", 0.258"-0.162"	3
934745	INSULATOR, SPOOL, 3-1/8" DIA X 3" LG, PORCELAIN, SECONDARY, 11/16" HOLE, ANSI CLASS 53-2	1
936375	SCREW, SELF DRILLING, #14 DIA, 14 TPL, 2" LG, 3/8" HEX HEAD, LOW CS, HEX HEAD W/ WASHER, NEOPRENE WASHER, W/	24
936448	SCREW,LAG, 1/2" DIA, 4" LG, SQ HD, DRIVE PT, FETTER DRIVE THD, GALV STL	3
93787	NUT,HEX, 1/2" DIA, 13 UNC,SILICONE BRZ,GR B, 100 EA/BX	3
938412	TIE,INSULATOR, SPOOL INSULATOR, 1-3/4" INSULATOR DIA, 1/0 AWG ACSR AAAC CONDUCTOR, 20" LG, ALUM COVERED STL	1
938532	WASHER,LOCK, SPRING, 3/8" NOM, 7/16" ID, 1/8" THK, GALV STL, GR B	12
938540	WASHER,LOCK, SPRING, 1/2" NOM, 0.512" ID, 0.869" OD, 1/8" THK, GALV STL, ASTM A153, GR B	10
938975	WASHER, SQ CURVED, 3" NOM, 13/16" ID, 3" OD, 1/4" THK, GALV STL, F/ 3/4" BOLT	7
939033	WASHER, SQ, 3/4" NOM, 2-1/4" OD, 3/16" THK, GALV STL, ASTM A153, GR AISI-1018	15



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)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$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 \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	<b>Phase 1 East</b>	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,084,517	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$652,129.23	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction	\$10,726,242	2022-2024
	7f. Utility Costs	\$250,000	2022-2023

	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Security Patrols – Marshall	\$107,198.95	2022-23

**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.
  - 22-45 Approval of Agreement for Construction Inspection – REA
  - 22-48 Agreement for Security Patrols
  - 22-62 Approval of Addendum to SB Friedman Agreement
  - 22-86 Addendum to Design Agreement with Shrewsberry
  - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
  - 22-95 Cassady Electric Lighting Relocation Phase 1 East
  - 22-100 Duke Energy Utility Relocation

To Be Completed by Redevelopment Commission Staff:

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

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

**22-101**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR FIFTH ADDENDUM TO ENGINEERING CONTRACT AND  
RAILROAD AGREEMENT FOR  
THE B-LINE TRAIL AND MULTIUSE PATH**

- 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, the City awarded the design contract to Aztec Engineering (“Aztec”) on December 12, 2017, and the RDC approved funding for addenda to the agreement in Resolution 19-98 and 20-87, 22-53; and
- WHEREAS, the City has negotiated a fifth addendum to Aztec’s contract to add design services, right-of-way acquisition, and railroad permit fees (“Additional Services”) for an amount not to exceed an additional One Hundred Fifty Thousand Seventy-Five Dollars (\$150,075.00), which brings the total cost for the design project to \$1,041,274.00 from \$891,346.00; and
- WHEREAS, a copy of the fifth addendum with Aztec that was approved by the Board of Public Works on June 21, 2022, is attached to this Resolution as Exhibit A; and
- WHEREAS, additionally, the Project budget a certain amount for coordination with the railroad company, CSX Transportation, Inc.; and
- WHEREAS, the cost of the coordination with CSX Transportation, Inc. is Twelve Thousand One Hundred Dollars (\$12,100.00), as memorialized in a preliminary engineering agreement attached to this Resolution as Exhibit B; and
- WHEREAS, the fifth addendum with Aztec and the agreement with CSX Transportation, Inc. have been approved by the Bloomington Board of Public Works; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit C; and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC approves funding in an amount not to exceed an additional One Hundred Fifty Thousand Seventy-Five Dollars (\$150,075.00) for a grant total that shall not exceed One Million Forty-One Thousand Two Hundred Seventy-Four Dollars (\$1,041,274.00) for the Additional Services covered by the Fifth Addendum to the Aztec Agreement, attached to this Resolution as Exhibit A.
3. The RDC also approves funding in an amount not to exceed Twelve Thousand One Hundred Dollars (\$12,100), to be payment in accordance to the terms of the agreement with CSX Transportation, Inc., attached to this Resolution as Exhibit B.
4. The payments authorized in Sections 2 and 3 above may be made from the Consolidated TIF (West 17th Street). The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

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

ATTEST:

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

\_\_\_\_\_  
Date

**ADDENDUM #5 TO AGREEMENT FOR CONSULTING SERVICES**  
between the  
**CITY OF BLOOMINGTON**  
and  
**AZTEC ENGINEERING GROUP, INC. ("Consultant")**

This Addendum #5 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. ("Agreement") for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and the Consultant states: "The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract." The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit J, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of One-hundred fifty-thousand seventy-five dollars (\$150,075.00) as specified in Exhibit J. The Additional Services increase the design cost of the Project to a total amount of One-million forty-one thousand two-hundred seventy-four dollars (\$1,041,274.00).
3. Schedule: Revises design delivery schedule in accordance with the schedule provided in Exhibit J.
4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

By: Kyla Cox Deckard

Kyla Cox Deckard, President

Board of Public Works

Date: 9/13/22

By: Andrew Cibor

Andrew Cibor, PE, PTOE

City Engineer

Engineering Department

Date: 9/20/2022

By: Beth Cate

Beth Cate

Corporation Counsel

Date: 9/14/22

**CONSULTANT**

By: Adrian Reid

Adrian Reid, P.E.

Associate Vice President, AZTEC

Date: September 1, 2022

**Exhibit J**  
**Additional Services**

A. *Additional design services*

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E, F, G, and H included in Contract Addenda #1 through #4 include additional services for ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, additional design services, and design of a sanitary sewer extension. Exhibit J adds the following to the design contract:

Additional utility and railroad coordination, project management services covering work completed under the design contract. To date, these services include

1. Bid support services to facilitate acceleration of the bid date and creation of unique special provisions for bidding through INDOT.
2. Additional project management and administration for completion of the design through the bid date of March 2023.
3. Additional utility and railroad coordination services to complete utility coordination through construction.
4. Post-design services

The additional design services totals **\$97,932**.

B. *Revised Right-of-Way Acquisition Services*

Addendum #3 included administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals.

Addendum #4 reallocated unused budget from other subs to address additional ROW services for two gap parcels on Fountain Drive with no additional increase in overall fees.

Addendum #5 includes ROW services for three deed gap parcels, including appraisals and review appraisals with additional fees to expedite these services. Additionally, Addendum #5 includes design alterations due to property owner requests during negotiations, including storm water modifications, driveway exhibits, and design inquiries.

The additional design services totals **\$48,893** and includes ROW services subconsultant fees.

C. *Direct expenses*

Addendum #5 includes reimbursement of railroad permit fees and an estimate for direct expenses (copies, exhibits, fees, etc.) that may be accrued up to March 2023.

The additional expense totals **\$3,250**.

D. *Schedule Update*

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

<b>MILESTONE</b>	<b>ORIGINAL ESTIMATED DATE (CONTRACT)</b>	<b>CONTRACT UPDATE – Add.#1 (12/11/18)</b>	<b>CONTRACT UPDATE – Add. #2 (8/6/19)</b>	<b>CONTRACT UPDATE – Add. #3 (09/14/2020)</b>	<b>CONTRACT UPDATE – Add. #4 (06/01/2022)</b>	<b>CONTRACT UPDATE – Add. # (09/01/2022)</b>
Notice to Proceed	December 15, 2017	No change	No change	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 <sup>st</sup> Public Meeting	No change	No change	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change	No change	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change	No Change	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change	No Change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change	No Change	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021	No Change	No Change
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021	TBD	TBD
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021	December 2022	July 2022
Bid Opening/Award	November 2020	No change	No change	November 2021	May 2023	March 2023



**Exhibit J**

**Index of Appendices**

- J.1. Master Contract Fee Estimate including Addendum #04
- J.2. Addendum #05 Fee Estimate

**J.1. Original Contract Fee Estimate Including Addendum #04**

**SUMMARY OF ESTIMATED COSTS**

Firm: AZTEC ENGINEERING GROUP, INC.  
320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Phone: 812-717-2555

Project Name: B-Line Extension Project  
City Project Number: DES#1700735  
AZTEC Project No.: INMUN1716  
Date: June 1, 2022  
Revision: 0

**DERIVATION OF COST PROPOSAL - SUMMARY**

(Round Figures to the nearest \$1.00)

**PRELIMINARY PROJECT DESIGN**

**Estimated Direct Labor - Design of B-Line Trail Extension**

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	391	\$ 181.47	\$ 70,955
Senior Project Engineer	390	\$ 181.47	\$ 70,773
Project Engineer	635	\$ 155.82	\$ 98,946
Engineer/Designer	1,178	\$ 136.79	\$ 161,139
Technician/Drafter	1,413	\$ 86.14	\$ 121,716
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
<b>Totals</b>	<b>4,125</b>		<b>\$ 530,762</b>

**Total Estimated Labor - AZTEC \$ 530,762**

**DIRECT EXPENSES**

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

**Total Direct Expenses - AZTEC \$ 2,556**

**SUB-CONSULTANT WORK (LUMP SUM)**

BRCJ - Survey	\$ 31,808
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 7,806
Snedegar Construction - Potholing	\$ 18,000

**SUB-CONSULTANT WORK (COST PLUS TO MAX.)**

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 258,400
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**Subconsultant Sub-total (Lump Sum) \$ 358,028**

**Total Estimated Contract Value \$ 891,346**

**Adrian Reid, P.E., Associate Vice President**

6/1/2022

**DATE**

**J.2. Addendum #05 Fee Estimate**

**SUMMARY OF ESTIMATED COSTS**

Firm: AZTEC ENGINEERING GROUP, INC.  
320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Phone: 812-717-2555

Project Name: B-Line Extension Project  
City Project Number: DES#1700735  
AZTEC Project No.: INMUN1716  
Date: September 1, 2022  
Revision: 0

**DERIVATION OF COST PROPOSAL - SUMMARY**

(Round Figures to the nearest \$1.00)

**PRELIMINARY PROJECT DESIGN**

**Estimated Direct Labor - Design of B-Line Trail Extension - Supplement Request #4**

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	195	\$ 208.33	\$ 40,624
Senior Project Engineer	251	\$ 208.33	\$ 52,291
Project Engineer	44	\$ 178.88	\$ 7,871
Engineer/Designer	0	\$ 157.04	\$ -
Technician/Drafter	315	\$ 98.89	\$ 31,150
Project Assistant/Admin.	25	\$ 70.37	\$ 1,759
<b>Totals</b>	<b>830</b>		<b>\$ 133,695</b>

**Total Estimated Labor - AZTEC \$ 133,695**

**DIRECT EXPENSES**

Railroad Permit Review Fee	\$ 2,500.00
Copies, meeting graphics	\$ 750.00

**Total Direct Expenses - AZTEC \$ 3,250**

**SUB-CONSULTANT WORK (LUMP SUM)**

BRCJ - Survey	
Hydrogeology - Karst Investigation	
Earth Exploration - Geotechnical Investigation, Pavement Design	
Little River Consulting - Ecological investigation + Waters Report	
Green 3 - Archaeological Investigation	\$ -

**SUB-CONSULTANT WORK (COST PLUS TO MAX.)**

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 13,130
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**Subconsultant Sub-total (Lump Sum) \$ 13,130**

**Total Estimated Contract Value \$ 150,075**

  
\_\_\_\_\_  
Adrian Reid, P.E., Associate Vice President

9/1/2022  
DATE

**TEAM AZTEC**  
B-Line Extension Project  
**PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL**  
Supplement Request # 5

2. MEETING PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				0						
Public Open House Meeting - 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)				70	8	12	20	0	30	
Utility Field Check Meetings @ 4 persons @ 1 hours				0						
OTIS Meetings (2 meetings @ 2 persons @ 1 hours)				0						
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)				0						
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)				0						
<b>Subtotal Meeting Preparation / Participation Items</b>				<b>70</b>	<b>8</b>	<b>12</b>	<b>20</b>	<b>0</b>	<b>30</b>	<b>0</b>
4. ROADWAY (TRAIL & MUP) DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Cover		1	24	0						
Develop Project Base Sheets		7	6	0						
General Notes/Typical Sections	20	4	40	0						
Geometric Control Sheet		1	50	0						
Detail Sheets - Finish Sheets	varies	2	10	0						
Plan Sheets (Plan & Profile) -	20	6	4	0						
Plan & Profile Sheet for Intersection Improvement		2	4	0						
Cross-section Drawings - Finish Sheets				0						
Comment Review, Responses, & Resolution Meetings				0						
Quantities/Cost Estimate/Bid Specifications/ISPs - Acceleration				110	20	40	40		50	
Quality Control				0						
<b>Subtotal Roadway Items</b>		<b>23</b>	<b>4.8</b>	<b>110</b>	<b>20</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>50</b>	<b>0</b>
5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Additional meetings with utility companies (1 mtgs./util @ 7 utilities @ 1 persons @ 1 hr.)		1/2		0						
Additional railroad coordination/documentation with INDOT RR staff				80	10	30	0		40	
Work Plans Phase				0						
Agreement Phase				40	0	4	12		24	
Utility Construction Phase				100	8		12		80	
				0						
		4	15	0						
		8	1.5	0						
<b>Subtotal Utility Items</b>		<b>0</b>		<b>220</b>	<b>18</b>	<b>34</b>	<b>24</b>	<b>0</b>	<b>144</b>	<b>0</b>
8. ROW SERVICES DURING ACQUISITION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Support services - Admin of subs. Coordination design changes during acquisition				194	81	77			11	25
				0						
				0						
<b>Subtotal Right-of-Way Engineering Items</b>				<b>194</b>	<b>81</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>25</b>
10. GENERAL ADMINISTRATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (12 months @ 4 hrs/mo)				0	0					
Additional Admin of Subs and Project Control (8 months @ 12 hours/month)				96	48	48				
Post-Design Services				140	20	40			80	
<b>Subtotal General Administration Items</b>				<b>236</b>	<b>68</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>
SUMMARY OF HOURS										
SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
	61		830	195	251	44	0	315	25	
<b>TOTALS</b>			<b>830</b>	<b>195</b>	<b>251</b>	<b>44</b>	<b>0</b>	<b>315</b>	<b>25</b>	

830

Calculation of rate increase from 2017 rates to 2022 rates

ECI %	2017 Contract rates		2018	2019	2020	2021	2022 Rates	Hours	2017	2022
			2.5	2.9	2.4	2.7	3.5			
Sr. PM	\$ 181.47	\$ 186.01	\$ 186.01	\$ 191.40	\$ 195.99	\$ 201.29	\$ 208.33	195	\$ 35,386.65	\$ 40,624.63
Sr. PE	\$ 181.47	\$ 186.01	\$ 186.01	\$ 191.40	\$ 195.99	\$ 201.29	\$ 208.33	251	\$ 45,548.97	\$ 52,291.19
PE	\$ 155.82	\$ 159.72	\$ 159.72	\$ 164.35	\$ 168.29	\$ 172.84	\$ 178.88	44	\$ 6,856.08	\$ 7,870.93
E/D	\$ 136.79	\$ 140.21	\$ 140.21	\$ 144.28	\$ 147.74	\$ 151.73	\$ 157.04	0	\$ -	\$ -
T/D	\$ 86.14	\$ 88.29	\$ 88.29	\$ 90.85	\$ 93.03	\$ 95.55	\$ 98.89	315	\$ 27,134.10	\$ 31,150.53
Admin.	\$ 61.30	\$ 62.83	\$ 62.83	\$ 64.65	\$ 66.21	\$ 67.99	\$ 70.37	25	\$ 1,532.50	\$ 1,759.34
Total								830	\$ 116,458.30	\$ 133,696.62

BLOOMINGTON, MONROE COUNTY, INDIANA  
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT  
MONON SUBDIVISION, MILEPOST 00Q-219.4  
CSXT OP NUMBER IN \_\_\_\_\_

**PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 202\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana (“Agency”).

**EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed project to construct the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.4, as located in Bloomington, Monroe County, Indiana (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
  - 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld



for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$12,100.00** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to

immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
  - 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
  - 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
  - 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
4802 Decoursey Pike  
Taylor Mill, Kentucky 41015  
Attention: Project Manager – Public Projects

If to Agency: City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47404  
Attention: Roy Aten, Senior Project Manager

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Indiana**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

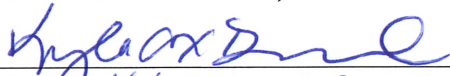
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BLOOMINGTON, MONROE COUNTY, INDIANA  
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT  
MONON SUBDIVISION, MILEPOST 00Q-219.4

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CITY OF BLOOMINGTON, INDIANA**

By:   
Print Name: KYLA COX DECARD  
Title: PRESIDENT, BPW

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Brad Armstrong  
Project Manager – Public Projects

BLOOMINGTON, MONROE COUNTY, INDIANA  
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT  
MONON SUBDIVISION, MILEPOST 00Q-219.4  
CSX OP NUMBER IN11 \_\_\_\_

**CSXT Schedule PA**

**PAYMENT SUBMISSION FORM**

Project Description: Proposed project to construct the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.4, as located in Bloomington, Monroe County, Indiana.

CSXT OP# IN11\_\_

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*

Mail this form (via USPS only),  
along with your paper check (do not  
send the Agreement) to the following  
address:

**CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*

Submit Payment to:

**CSXT Govt. Billing  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**Acct # 1219082172  
ACH ABA# 267084199**

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When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Nicole\_Henning@csx.com  
And  
LShaw@Benesch.com**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	\$12,100.00

ACCT. CODE : 709 - TBA

Form Revision  
12/22/21

**ESTIMATE SUBJECT TO REVISION AFTER:** 11/2/2023 **DOT NO.:** Not Applicable  
**CITY:** Bloomington **COUNTY:** Monroe  
**STATE:** IN  
**DESCRIPTION:** Construction of B-Line Trail Extension adjacent to CSX (INRD leased).  
**ZONE:** **SUB-DIV:** Monon **MILE POST:** 00Q-219.4  
**AGENCY PROJECT NUMBER:** DES No. 1700735, Contract No. R-40193

**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services	\$	11,000
	<b>Subtotal</b>	<b>\$</b>	<b>11,000</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

212	Contracted & Administrative Engineering Services	\$	-
	<b>Subtotal</b>	<b>\$</b>	<b>-</b>

**FLAGGING SERVICE: (Contract Labor)**

70	Labor (Conductor-Flagman)	Days @	\$	-
50	Labor (Foreman/Inspector)	Days @	\$	-
70	Additive (Transportation Department)		\$	-
50	Additive (Engineering Department)		\$	-
	<b>Subtotal</b>		<b>\$</b>	<b>-</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

\$ 11,000

900	<b><u>CONTINGENCIES:</u></b> 10.00%	\$	1,100
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**PROJECT TOTAL:**

\*\*\*\*\*  
\$ 12,100

**CURRENT AUTHORIZED BUDGET:**

\*\*\*\*\*  
\$ -

**TOTAL SUPPLEMENT REQUESTED:**

\*\*\*\*\*  
**\$ 12,100**

**DIVISION OF COST:**

Agency	100.00%	\$	12,100
Railroad	0.00%	\$	-

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch	Approved by: <b>BWA</b> CSXT Public Project Group
DATE: 11/02/22	REVISED: 01/00/00 DATE: 11/02/22

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.

To Be Completed by Requesting Party:

**Project Name:** B-Line Trail Extension & Multi-use Path

**Project Manager:** Roy Aten

**Project Description:** This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17<sup>th</sup> Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, as well as \$582,161 in federal funds for construction.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17<sup>th</sup>

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

**Project Timeline:**

Start Date: January 17, 2018  
End Date: December 31, 2024

**Financial Information:**

Estimated full cost of project:	<del>\$3,790,330</del> <b>\$3,942,505</b>
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,299,801 <sup>1</sup>
Consolidated TIF	<del>\$2,276,079<sup>2</sup></del> <b>\$2,428,254<sup>2</sup></b>

**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	Estimated Timeline
1	Preliminary Engineering	<del>\$891,346</del> <b>\$1,041,421</b>	Jan 2018 – Sept 2020
2	Railroad Coordination	<del>\$10,000</del> <b>\$12,100</b>	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Construction	\$2,231,574	Apr 2023 – Dec 2024
5	Construction Engineering	\$257,410	Aug 2022 – Dec 2024

**TIF District:** Consolidated TIF (West 17<sup>th</sup> Street)

**Resolution History:**

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5

To Be Completed by Redevelopment Commission Staff:

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

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

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed



**22-102  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE FUNDING FOR AN OWNER OCCUPIED REHABILITATION (OOR)  
PROJECT AT 301 N HOPEWELL STREET**

- WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) approved the property owner at 301 N. Hopewell Street (“Property”) to receive a HOME funded rehabilitation through HAND’s OOR program to make modifications to the Property to bring the property up to code; and
- WHEREAS, in Resolution 22-91, the RDC approved additional funding up to \$100,000 to complete the modification to the
- WHEREAS, HAND staff have identified more unforeseen costs for the property and the owner, a list of which is attached to this Resolution as Exhibit A; and
- WHEREAS, HAND staff is requesting funding of an additional \$15,000 for a grant total amount not to exceed \$115,000 to complete the modifications to this Property; and
- WHEREAS, there are currently sufficient allocated HOME funds for the OOR program available to fund this project.

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

1. The RDC hereby approves funding for the OOR project at 301 N. Hopewell Street in amount that shall not exceed One Hundred Fifteen Thousand Dollars (\$115,000.00).
2. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

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

ATTEST:

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

\_\_\_\_\_  
Date

Redevelopment Commission Resolution 22-102  
Exhibit A

Wolfe Rehab		cost	credits	notes
E.H.R.	Clean house so that workers will enter	\$ 3,619.00		paid under E. H. R. program
bid	Electrical inspection	\$ 100.00		
bid	Repair Ceiling		\$ 400.00	
bid	repaint ceiling		\$ 940.00	
bid	5' kitchen base cabinet	\$ 1,260.00		
bid	Master bedroom window	\$ 740.00		
bid	Drywall replace	\$ 11,700.00		
bid	subfloor replace	\$ 12,880.70		
CO 1	extra repairs to floor joist, blocking	\$ 420.00		\$ 10,411.80
CO 1	removal of M.bath toilet and cabinet	\$ 100.00		
CO 1	re-install new cabinet, toilet	\$ 992.60		
CO 1	install 1/4 plywood throughout house	\$ 3,271.00		
CO 1	Remove all exterior walls, insulation, spray with mold kill	\$ 1,312.00		
CO 1	Install insulation in exterior walls, R-13 batts	\$ 1,846.20		
CO 1	remove crawlspace 'belly bag' and all debris. Spray mold kill	\$ 2,470.00		
CO 2	7- 30" doors remove and replace	\$ 2,387.60		\$ 2,997.60
CO 2	1-24 " door remove and replace	\$ 410.00		\$ 4,637.28
Co 2	Replace flex duct runs (Removal of deteriorated mats.)	\$ 200.00	\$ 1,639.68	
CO 3	Remove all ceilings, insulation	\$ 5,800.00		\$ 29,740.11
CO 3	Re-wire whole house	\$ 13,500.00		\$ 4,870.00
CO 3	re-insulate ceilings and remainder of house not in prev. bid	\$ 4,294.11		
CO 3	Install drywall on ceiling, finish, texture drywall.	\$ 2,400.00		
CO 3	repaint ceiling	\$ 4,870.00		
CO 3	Remove all debris (2600 + 906)	\$ 3,506.00		
CO 3	remove fence from area around electric meter	\$ 240.00		
CO 4	Repair floors in 2 bedrooms (not prevoiously requested)	\$ 649.00		
CO 5	remove exterior siding, install OSB, tyvek, re-install siding	\$ 18,741.60		
CO 5	New siding	\$ 961.41		
CO 6	structural repairs to LR ceiling	\$ 1,870.21		
CO 6	bath fan lines for bathrooms	\$ 128.00		
CO 7	install recirculating range hood	\$ 150.00		
CO 7	Trim out windows and main beam	\$ 1,977.21		
CO 7	Install Range Hood	\$ 150.00		
CO 7	Ext Siding "J" blocks	\$ 82.00		
CO 7	Washer supply box	\$ 80.00		
CO 7	Interior wall and floor trim.	\$ 3,424.00		
CO 7	Interior painting	\$ 2,892.00		
CO 8	refunds noted in column F			
CO 9	new back door	\$ 588.11		
	subtotal	\$ 106,393.75	\$ 2,979.68	
	Engineering Report from Tinlin Engineering	\$ 530.00		
	Housing for Sylvia eight weeks at \$476/week	\$ 3,808.00		
	Boarding Sugar (dog) six weeks at \$161/week	\$ 966.00		
	Flooring allowance	\$1,500.00		
	Total	\$ 113,197.75		