

AGENDA
REDEVELOPMENT COMMISSION
February 5, 2024 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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Join Zoom Meeting

<https://bloomington.zoom.us/j/84560593303?pwd=ZMVuIt7sbfwJzwmNLEWzURAwAYazjY.1>

Meeting ID: 845 6059 3303

Passcode: 183966

- I. ROLL CALL**
- II. READING OF THE MINUTES** – January 22, 2024 and January 31, 2024 (Special Meeting)
- III. EXAMINATION OF PAYROLL REGISTERS**—January 26, 2024 for \$33,522.09
- IV. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
- V. NEW BUSINESS**
 - A. Election of Officers
 - B. Resolution 24-16: Approval of Secondary Plat for Hopewell East Project
 - C. Resolution 24-17: Approval of Notice of Intent Filing with IDEM
 - D. Resolution 24-18: Approval of Change Order 1 with Renascent for Demolition of Hopewell Blocks 8, 9, and 10
 - E. Resolution 24-19: Approval of Funding for Monitoring Service for Security Cameras at Hopewell
 - F. Resolution 24-20: Approval of Payment of Property Insurance
 - G. Resolution 24-21: Approval of Amendment of Agreement for Security Patrols at Hopewell Properties
- VI. BUSINESS/GENERAL DISCUSSION**
- VII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, January 22, 2023, at 5:00 p.m.
in the McCloskey Conference Room, 401 North Morton Street, Room 135, and
via Zoom: <https://catstv.net/m.php?q=13189>

I. ROLL CALL

Commissioners Present: Randy Cassady, Deb Hutton, John West, and Deborah Myerson attended the meeting in person.

Commissioners Absent: Sue Sgambelluri

City Staff Present: Margie Rice, Corporation Counsel, City Legal; Larry Allen, City Attorney; Anna Killion-Hanson, Interim Director, HAND; Christina Finley, Financial Specialist, HAND; Cody Toothman, Program Manager, HAND; Barry Collins, Rehab Specialist, HAND; Colleen Newbill, Assistant City Attorney, City Legal; Heather Lacy, Assistant City Attorney, City Legal; Holly Warren, Assistant Director for the Arts, Economic and Sustainable Development (ESD); Roy Aten, Senior Project Manager, Engineering; Jessica McClellan, City Controller; Cheryl Gilliland, Director of Auditing and Financial Systems; City Controller's Office; Jane Kupersmith, Director, ESD

Others Present: Deb Kunce, J.S. Held; Dave Askins, B Square Beacon; Chris Ciolli, Weddle Bros.; Sam Dove; Geoff McKim

II. READING OF THE MINUTES – Deb Hutton moved to approve the December 18, 2023 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – John West moved to approve the claim registers for December 22, 2023 for \$930,779.66 and January 19, 2024 for \$1,720,617.36. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for December 15, 2023, for \$37,491.57. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Killion-Hanson was available to answer questions.

B. Legal Report: Colleen Newbill announced that she will be leaving the City at the end of the month. Newbill was available to answer questions.

C. Treasurer's Report: Jessica McClellan gave a brief summary of TIF revenue and expenses for 2023. McClellan was available to answer questions.

D. Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Deb Kunce briefly updated the commission on Hopewell activities. She said the demolition contractors have been completing due diligence work. We are currently working with the new administration to send notification to neighbors when the demolition does begin.

The final transfer for the IU Health property was completed.

VI. NEW BUSINESS

A. Election of Officers: Deb Hutton made a motion to move the election of officers to the February 5, 2024 meeting. John West seconded the motion. The motion passed unanimously.

B. Approval of the HAND Director: Larry Allen stated that Anna Killion-Hanson was appointed by Mayor Thomson to serve as the interim HAND Director. Allen said that local code requires the RDC to approve the appointment.

Deb Hutton moved to approve the appointment of Anna Killion-Hanson as the interim HAND Director. Deborah Myerson seconded the motion. The board unanimously approved.

C. Resolution 24-01: Approval of the 2024 Meeting Schedule: Randy Cassady moved to approve the 2024 RDC meeting Schedule. Deborah Myerson seconded the motion. The motion passed unanimously.

D. Resolution 24-02: Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington: Larry Allen stated that this is an annual resolution that approves funding for the maintenance of RDC-owned properties. Funding will come from the “444” account, which is a non-TIF fund where collected rent is deposited. Invoices for maintenance costs associated with the RDC property that are more than \$5,000 must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds \$2,500, Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting. The total amount of all maintenance and utility costs authorized by the resolution may not to exceed \$250,000.

Randy Cassady moved to approve Resolution 24-02. Deb Hutton seconded the motion. The motion passed unanimously.

E. Resolution 24-03: Approval of Amended Project Review and Approval Form for the Fourth Street Parking Garage: Larry Allen stated that the Fourth Street Parking Garage has been completed for several years. Allen said there was a design defect which caused leaking into the retail frontage space and now requires remediation from the original construction. Staff came to an agreement with CSO, the original architect. The agreement states that because a design omission is specifically causing the leaking, \$63,526.66 will be retained from their contract. This resolution is approving the project review form which reflects the money that was retained from the designer. Allen said a contract will come back to the RDC for approval.

Deb Hutton moved to approve Resolution 24-03. Deborah Myerson seconded the motion. The motion passed unanimously.

F. Resolution 24-04: Approval of Second Addendum to Parking Agreement: Larry Allen stated as part of the purchase of 216 S. College Avenue, the RDC assumed leases, including the leases for parking spaces within the College Square parking lot. Praxis Consulting had a lease for four (4) parking spaces in the common area of the lot. The RDC and Praxis entered into an addendum to the agreement which allowed Praxis to have access of six (6) parking spaces in the lot. Praxis is requesting access of nine (9) parking spaces in the lot from January 1, 2024, to December 31, 2026.

Allen answered questions from the commissioners.

Randy Cassady moved to approve Resolution 24-04. John West seconded the motion. The motion passed unanimously.

G. Resolution 24-05: Approval of Restrictive Covenant for 617 N. Madison Street: Colleen Newbill stated that this is a restrictive covenant prohibiting the installation of food services at the Tech Center. Municipal Code requires all new commercial construction sites located in an area zoned for food service establishments to install a grease interceptor. There aren't any grease interceptors currently planned to be a part of the construction. As a result, the City's Utilities Department is requiring that the RDC prohibit the use of a food service establishment by placing a restrictive covenant on the property.

Staff answered questions from the commissioners.

Deb Hutton moved to approve Resolution 24-05. John West seconded the motion. The motion passed unanimously.

H. Resolution 24-07: Approval of Amendment to Agreement with Weber Group for Trades District Gateway Art: Holly Warren gave a brief presentation on the art that will be installed. Warren explained that the art installation for the Trades District was chosen in 2019, however due to unexpected issues with the original planned location of the project work has not been completed. Due to the delay in construction of the project, the cost of materials has also increased by \$27,142. The amendment will extend the agreement to December 31, 2024, and increasing the funding of the project for a total amount of \$133,642.

The project review and approval form for this project was omitted from the packet. The project review and approval form is attached to the minutes and will outline the overall change to the 1% for the Arts.

Randy Cassady moved to approve Resolution 24-07. Deborah Myerson seconded the motion. The motion passed unanimously.

I. Resolution 24-08: Approval to Increase Funding for an Emergency Home Repair Project at 1600 Willis Drive, Lot 6: Barry Collins stated that this is a mobile home. HAND guidelines limit funding for mobile homes to a lifetime cap of \$10,000. HAND has received a contractor quote for the scope of work in the amount of \$15,628.00 plus a 10% contingency for a total fund amount of \$17,190.80. HAND staff requests an amount not to exceed \$18,000 to complete the emergency home repairs on the property.

Staff answered questions from the commissioners.

Deborah Myerson moved to approve Resolution 24-08. Deb Hutton seconded the motion. The motion passed unanimously.

J. Resolution 24-09: Approval to Increase Funding for an Emergency Home Repair Project at 1600 Willis Drive, Lot 6: Barry Collins stated that this is a mobile home. HAND has received a contractor quote for scope of work in the amount of \$11,350 plus 10% contingency for a total funding amount of \$12,485. HAND staff requests an amount not to exceed \$13,000 to complete the emergency home repairs on the property.

Staff answered questions from the commissioners.

Randy Cassady moved to approve Resolution 24-09. Deborah Myerson seconded the motion. The motion passed unanimously.

K. Resolution 24-10: Lease Modification for Early Termination – Kerr Law, P.C.

L. Resolution 24-11: Lease Modification for Early Termination – Indiana Team.

M. Resolution 24-12: Lease Modification for Early Termination – Bynum Fanyo Utilities.

Larry Allen stated that as part of the purchase agreement for 320 West 8th (Showers West), the RDC assumed leases as part of the property. Resolutions 24-10, 24-11, 24-12, and 24-13 are for businesses that are willing to terminate their lease early, which will free up office space within the building. Allen said that the City does anticipate transforming the use of the building over time into some City use. City staff have negotiated an early lease modification that will terminate the lease on January 31, 2024.

John West stated that there isn't a timeline to reutilize the building and questioned why the City doesn't keep the leases in order to receive revenue as long as possible.

Larry Allen said there is still a viable option on the table to move forward with some renovations this year and these terminations are the result of negotiations that have been occurring over the course of several months. Margie Rice stated that from talking to the agent that's been helping the tenants, they are all ready to move on to a new facility and they're a little reluctant to sign new leases until their current one is terminated.

Deborah Myerson stated she would like to see a list of tenants, their lease terms, and the revenue generated from those leases. Margie Rice said she will have the requested information available to discuss at the next meeting.

Deb Hutton said one of the lease terminations has a buildout that will be written off. Hutton asked the amount of the buildout and wanted clarification on how each individual lease was negotiated. Margie Rice said she does not have the buildout amount but each lease is a little different and lease negotiations included moving costs, the remaining length of their lease, and the size of the space that will be vacated.

Randy Cassady asked if the cash for the early terminations would come from TIF funds. Larry Allen stated that funds would not come from the TIF account. The funds would come from the "444" account, which is where revenue is collected. Jessica McClellan said the balance in the "444" account is just under \$2M.

The consensus of the board is to move forward with approval of the lease terminations with the exception of GP Strategies because the amount of the buildout is unknown.

Deb Hutton moved to approve Resolution 24-10, 24-11, and 24-12 as written and with details in the minutes. John West seconded the motion. The motion passed unanimously.

N. Resolution 24-13: Lease Modification for Early Termination – GP Strategies Corporation:

Deb Hutton moved to postpone consideration of Resolution 24-13 until the next meeting. Deborah Myerson seconded the motion. The motion passed unanimously.

- O. Resolution 24-14: Approval of Project Review and Approval Form for Local Share Portion of Funding for B-Line Extension Construction.** Roy Aten stated that this project began in 2017 when the City executed an Indiana Department of Transportation-Local Public Agency Project coordination agreement. The agreement committed the City to pay a local share of the cost of the project.

INDOT successfully bid the project out and received four bids. Milestone Contractors was selected with a bid amount of \$3,086,223.70. The federal award amount is \$707,395, and the City's local share contribution will be \$2,378,828.70.

John West moved to approve Resolution 24-14. Randy Cassady seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION

- XI. ADJOURNMENT** – Randy Cassady moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 6:15 p.m.

President

Secretary

Date: _____

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Wednesday, January 31, 2024, at 4:00 p.m. in the McCloskey Conference Room, 401 North
Morton Street, Room 135, and via Zoom, with Deb Hutton presiding:
<https://catstv.net/m.php?q=13223>

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, Randy Cassady, Deb Hutton, John West, and Deborah Myerson attended the meeting in person.

Commissioners Absent: None

City Staff Present: Margie Rice, Corporation Counsel, City Legal; Larry Allen, City Attorney; Anna Killion-Hanson, Interim Director, HAND; Christina Finley, Financial Specialist, HAND; Heather Lacy, Assistant City Attorney, City Legal

Others Present: Dave Askins, B Square Beacon; Sam Dove; Lucas Gonzalez, Richard Stein, Aaron West, Senior Director, GP Strategies; Alexis Witt, Board President, Bloomington Symphony Orchestra (BSO); Donna Lafferty, Executive Director, BSO

II. EXAMINATION OF CLAIMS – February 2, 2024 for \$3,998,758.45

The examination of claims was not included on the agenda. Approval of the claim register was needed before the next RDC meeting.

Sue Sgambelluri moved to add the claim register for February 2, 2024, to the agenda. John West seconded the motion. The motion passes unanimously.

John West moved to approve the claim register from February 2, 2024 for \$ 3,998,758.45. Sue Sgambelluri seconded the motion. The motion passed unanimously.

III. NEW BUSINESS

A. Resolution 24-13: Lease Modification for Early Termination – GP Strategies Corporation.

Larry Allen stated that this lease modification was postponed at the last meeting. GP Strategies has found a new location and wants to terminate their current lease with the City. At the previous meeting there were questions regarding the buildout amount of the lease. Allen explained that GP Strategies received a tenant allowance at the beginning of their lease which was paid as part of closing from the bond proceeds. At the time of closing, January 31, 2023, that amount was \$92,400. The termination agreement will terminate this lease and essentially forego any future rent obligation and the extra repayment for tenant improvement.

GP Strategies has approximately 11,000 square feet in the building. They pay \$10.98 per square foot which comes out to be just under \$120,000 a year which does not include that tenant allowance. The tenant allowance amount is approximately \$27,000 annually.

John West recused himself from these conversations and the voting on this particular matter because he represents F.C. Tucker and staff have been working on the lease terminations with Chris Cockerham, who is contracted through F.C. Tucker

Deborah Myerson asked if the details of the foregone rent and terms of the lease could be added as an addendum or another way to insure transparency. Allen outlined a few options for the commissioners to consider, including attaching an Exhibit B to all of the lease terminations.

Deb Hutton asked for public comment. Aaron West, the director of the GP Strategies office thanked the commission for approving the lease termination.

Deborah Myerson moved to include an amendment to Resolution 24-13, to include an Exhibit B outlining the details of the lease terms. Sue Sgambelluri seconded the motion. John West recused himself. The motion passes 4-0.

Deborah Myerson moved to approve Resolution 24-13 as amended. Sue Sgambelluri seconded the motion. John West recused himself. The motion passes 4-0.

B. Resolution 24-15: Lease Modification for Early Termination – Bloomington Symphony Orchestra. Larry Allen stated that this lease termination will be subject to the same Exhibit B that was just approved. Bloomington Symphony Orchestra rents 637 square feet in Showers West. Their annual rent is \$7,580 and their lease goes through January 31, 2025. As part of their termination they have requested assistance to move and find a different location. The City is offering a settlement agreement to give them \$10,000 that would cover the cost of hiring a moving company.

Deb Hutton asked for public comment. Donna Lafferty, Executive Director and Alexis Swift, Board President, with BSO asked that the commission approve the lease termination and thanked them for their consideration.

Randy Cassady moved to approve Resolution 24-15. Deb Hutton seconded the motion. John West recused himself. The motion passed 4-0.

IV. BUSINESS/GENERAL DISCUSSION

XI. ADJOURNMENT – Sue Sgambelluri moved to adjourn. John West seconded the motion. The meeting adjourned at 4:30 p.m.

President

Secretary

Date: _____

EXHIBIT B

Showers Plaza - Leases Summary							Updated Feb. 2, 2024
VACANT / SOON-TO-BE-VACANT SUITES							
Tenants	Suite	SF	Rent/Sq. Ft.	Annual Gross Rent	Lease End Date	Lease Ext. Available	Notes
VACANT	100	1,620					
Bloomington Symphony	100A	637			1/31/2024		Res 24-16
VACANT	101	1,719					
Indiana Team	108	778			1/31/2024		Res 24-11
VACANT	112	778					
Kerr	114	1,100			1/31/2024		Res 24-10
VACANT	116	1,122					
Bynum Fanyo	117	1,719			1/31/2024		Res 24-12
VACANT	119	2,893					
VACANT	120	2,693					Fitness Center
VACANT	126	517					
VACANT	200	5,219					
GP Strategies	217 & 220	10,878			1/31/2024		Res 24-13
Total		31,673					

			Rent/Sq Ft.	Rent/Year	Lease End	Extensions	
TENANTS READY TO MOVE							
Shrewsberry	104	773	\$13.80	\$10,669.20	2/28/2024	One 2-year Option-24-26	
Crash	110	775	\$13.20	\$10,229.52	9/30/2025	N/A	
Northwestern Mutual	113	1,755	\$14.97	\$26,277.60	7/31/2023	Expired - Month to month	
Total		3,303		\$47,176.32			
TENANTS w/pending negotiations							
Bank of America	103	2,729	\$12.36	\$33,730.44	10/31/26	Three 5-year Options-26-31 & 31-36	
Bloomington Health Foundation	118	392	\$13.66	\$5,355.96	6/30/2024	One 3-Year Option-24-27	
Court Appointed Special Advocates	201	2,882	\$12.25	\$35,313.60	5/31/2027	Two 5-Year Options-27-32 and 32-37	
Warrant Technologies	207	2,159	\$11.33	\$24,463.56	12/31/2026	Two 5-Year Options-27-31 and 31-36	
Pro Bleu	213	1,177	\$22.95	\$27,008.76	9/30/2024	Two 1-year Options- 24-25, & 25-26	
Bloomington Board of Realtors	216 & 218	3,150	\$8.00	\$25,202.52	9/30/2026	Two 3-Year Options-26-29 and 29-32	
Total		12,489		\$151,074.84			
ROOF LEASE							
Southern Hills Communications LLC	Roof	Roof		\$499.92	9/30/2025	N/A	



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**


CONTROLLER'S OFFICE
p 812.349.3416

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controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: January 26, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 01/08/2024 to 01/21/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/26/24 - 01/26/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	01/26/2024	2,277.42		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	01/26/2024	1,705.69		.00	152.81	108.13	25.29	55.09	34.71	191.83	1,137.83
			.00	.00	1,743.96	1,743.96	1,743.96	1,743.96	1,743.96		
		\$1,705.69	\$0.00	\$0.00	\$152.81	\$108.13	\$25.29	\$55.09	\$34.71	\$191.83	\$1,137.83
10000 Collins, Barry 0111	01/26/2024	1,250.00		.00	62.31	77.50	18.13	40.38	21.88	.00	1,029.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$62.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$1,029.80
2771 Council, David R	01/26/2024	1,742.80		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.80
3232 Davis, Rebecca D	01/26/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
10000 Finley, Christina L 0187	01/26/2024	2,322.11		.00	269.06	144.37	33.76	73.65	47.18	33.78	1,720.31
			.00	.00	2,318.61	2,328.61	2,328.61	2,318.61	2,318.61		
		\$2,322.11	\$0.00	\$0.00	\$269.06	\$144.37	\$33.76	\$73.65	\$47.18	\$33.78	\$1,720.31
2393 Hayes, Chastina J	01/26/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
10000 Hewett, John H 0251	01/26/2024	2,311.87		.00	203.45	130.24	30.46	64.62	40.71	404.02	1,438.37
			.00	.00	2,000.57	2,100.57	2,100.57	2,000.57	2,000.57		
		\$2,311.87	\$0.00	\$0.00	\$203.45	\$130.24	\$30.46	\$64.62	\$40.71	\$404.02	\$1,438.37
			\$0.00	\$0.00	\$2,000.57	\$2,100.57	\$2,100.57	\$2,000.57	\$2,000.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/26/24 - 01/26/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	01/26/2024	2,301.92		.00	232.98	139.79	32.69	68.35	43.06	147.27	1,637.78
			.00	.00	2,154.65	2,254.65	2,254.65	2,154.65	2,154.65		
		\$2,301.92		\$0.00	\$232.98	\$139.79	\$32.69	\$68.35	\$43.06	\$147.27	\$1,637.78
3306 Killion-Hanson, Anna	01/26/2024	4,113.47	\$0.00	\$0.00	\$2,154.65	\$2,254.65	\$2,254.65	\$2,154.65	\$2,154.65	236.36	3,140.67
			.00	.00	3,877.11	3,877.11	3,877.11	3,877.11	3,877.11		
		\$4,113.47		\$0.00	\$235.71	\$240.38	\$56.22	\$125.23	\$78.90	\$236.36	\$3,140.67
1516 Liford, Kenneth T	01/26/2024	1,896.31	\$0.00	\$0.00	\$3,877.11	\$3,877.11	\$3,877.11	\$3,877.11	\$3,877.11	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
10000 Stong, Mary J 0471	01/26/2024	2,019.80	\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31	350.24	1,254.49
			.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	01/26/2024	2,210.11	\$0.00	\$0.00	\$1,805.20	\$1,830.20	\$1,830.20	\$1,805.20	\$1,805.20	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11		\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	01/26/2024	2,210.11	\$0.00	\$0.00	\$2,201.30	\$2,216.30	\$2,216.30	\$2,201.30	\$2,201.30	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
10000 Wills, Dee A 3418	01/26/2024	1,702.10	\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	130.53	1,197.05
			.00	.00	1,604.83	1,654.83	1,654.83	1,604.83	1,604.83		
		\$1,702.10		\$0.00	\$155.96	\$102.60	\$24.00	\$51.84	\$40.12	\$130.53	\$1,197.05
728 Wright, Edward E	01/26/2024	1,701.00	\$0.00	\$0.00	\$1,604.83	\$1,654.83	\$1,654.83	\$1,604.83	\$1,604.83	52.77	1,277.71
			.00	.00	1,652.99	1,652.99	1,652.99	1,652.99	1,652.99		
		\$1,701.00		\$0.00	\$161.74	\$102.49	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.71
HAND - Housing & Neighborhood Dev		\$33,522.09	\$0.00	\$0.00	\$2,752.92	\$1,995.39	\$466.68	\$1,013.97	\$632.04	\$2,688.53	\$23,972.56
			.00	.00	\$31,622.58	\$32,183.58	\$32,183.58	\$31,622.58	\$31,622.58		
Grand Totals		\$33,522.09	\$0.00	\$0.00	\$2,752.92	\$1,995.39	\$466.68	\$1,013.97	\$632.04	\$2,688.53	\$23,972.56
			.00	.00	\$31,622.58	\$32,183.58	\$32,183.58	\$31,622.58	\$31,622.58		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/26/2024	Payroll				33,522.09
					33,522.09

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ **33,522.09**

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____

**24-16
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF SECONDARY PLAT FOR HOPEWELL EAST PROJECT

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and

WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase I East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and

WHEREAS, in Resolutions 22-04 and 22-37 respectively, the RDC approved a primary plat and revised primary plat for Phase I East; and

WHEREAS, City staff have prepared a secondary plat for Phase I East, which is attached to this Resolution as Exhibit A; and

WHEREAS, if approved, the secondary plat will be submitted for approval and signature to the Monroe County Commissioners and Centerstone.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the secondary plat for Hopewell Phase I East and authorizes its submission for all necessary approvals.
3. The RDC authorizes RDC Member, Deborah Hutton to sign all documents necessary to record the secondary plat for Phase I East at Hopewell.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

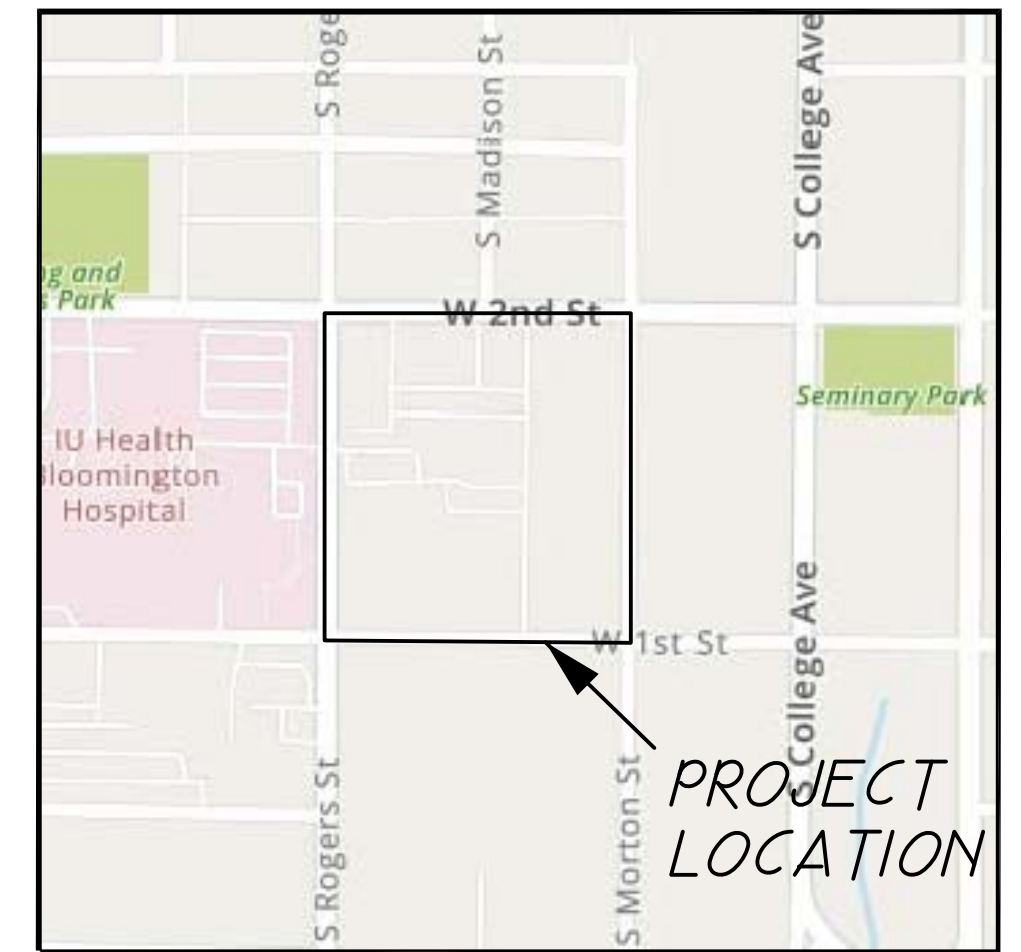
NOTE:

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

BASIS OF BEARING
MONROE CO. COORD. SYS.
NAVD88

HOPEWELL EAST SUBDIVISION

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



LOCATION MAP

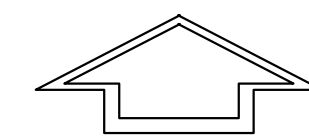
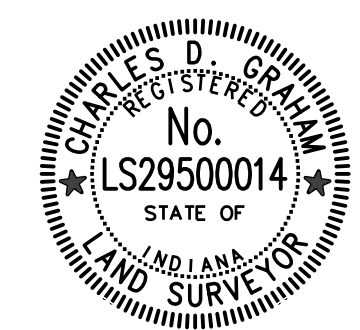
LEGAL DESCRIPTION

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

beginning at the northeast corner of said Lot 14, said point being on the west right-of-way of South Morton Street; Thence on and along the east lines of Lots 14, 13, 12, 11 and part of 10 and the west right-of-way of South Morton Street South 00 degrees 30 minutes 06 seconds East 550.51 feet; Thence leaving said east and west lines North 89 degrees 27 minutes 57 seconds West 217.03 feet to the center of a vacated alley; Thence on said centerline South 00 degrees 30 minutes 06 seconds West 108.62 feet to the north right-of-way line of West 1st Street; Thence on said north line and on and along the south line of Lot 37 North 89 degrees 26 minutes 54 seconds West 424.86 feet to the east right-of-way of South Rogers Street; Thence leaving said north and south lines and on and along said east line North 00 degrees 16 minutes 52 seconds East 658.02 feet to the south right-of-way line of West 2nd Street and the north line of Lot 37; Thence on and along said north and south line South 89 degrees 33 minutes 19 seconds East 636.17 feet to the Point of Beginning, containing within said bounds 9.058 acres (394,573.9 sq. ft.).

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

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

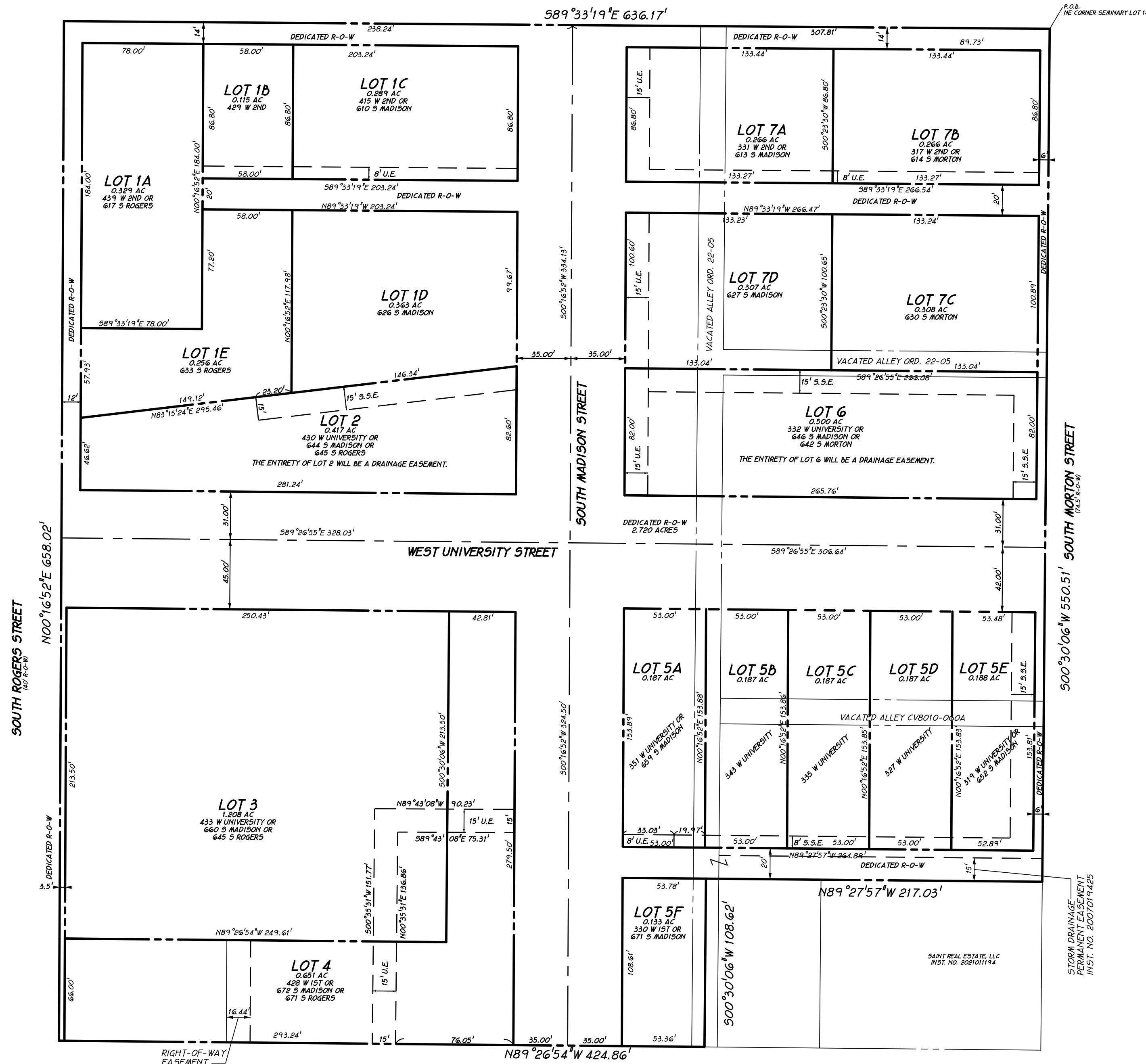


NORTH



Scale 1" = 50 ft

HOPEWELL EAST SUBDIVISION
11-2-2023
SHEET 1 OF 2
JOB NO. 5021058



FLOOD NOTE:

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

WEST 1ST STREET

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

Charles D. Graham

This instrument prepared by Charles D. Graham

HOPEWELL EAST SUBDIVISION

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

SOURCE OF TITLE: SEE SHEET 1 FOR SOURCES

OWNER: CENTERSTONE OF INDIANA; CITY OF BLOOMINGTON;
REDEVELOPMENT COMMISSION OF CITY OF BLOOMINGTON
BOARD OF COMMISSIONERS;

ZONING: MM - MIXED USE MEDIUM SCALE & MN - MIXED USE NEIGHBORHOOD SCALE

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

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

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

Signed and Sealed _____, 20__.

OWNER: Redevelopment Commission of City of Bloomington

Name Printed: _____

Title/Office: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

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

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Signed and Sealed _____, 20__.

OWNER: Board of Commissioners

Name Printed: _____

Title/Office: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

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

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Signed and Sealed _____, 20__.

OWNER: Centerstone of Indiana

Name Printed: _____

Title/Office: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

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

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

Signed and Sealed _____, 20__.

OWNER: City of Bloomington

Name Printed: _____

Title/Office: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

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

Witness my hand and notarial seal this _____ day of _____, 20__.

County of Residence _____ Commission Expiration _____

Notary Public, Written _____ Notary Public, Printed _____

EASEMENT LEGEND

UE = Utility Easement

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

(B) Prohibits the placement of any unauthorized obstructions within the easement area unless authorized by the City Utilities Department and easement holder(s).

DE = Drainage Easement

(A) Shall be required for any surface swales or other minor drainage improvements that are intended to serve the lots in which they are located.

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

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

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

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

SSE = Sanitary Sewer Easement

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

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

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

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

Certificate of Approval of Plan Commission

Under the authority of Indiana Code 36-7-4 700 series, enacted by the General Assembly of the State of Indiana and ordinances adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Pursuant to Bloomington Municipal Code 20.06.060(c)(3)(C)(i)(1), approval authority was delegated to the Planning and Transportation Department by the Plan Commission at its hearing on: _____

The Planning and Transportation Department approved this secondary plat, HOPEWELL EAST SUBDIVISION, on: _____

Jacqueline Scanian, Director of Planning and Transportation

HOPEWELL EAST SUBDIVISION
11-2-2023
SHEET 2 OF 2
JOB NO. 5021058

24-17
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF NOTICE OF INTENT FILING WITH IDEM IN ACCORDANCE WITH
PROVISION OF POST-CLOSING AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND IU HEALTH**

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

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

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Property, which was amended on August 31, 2018, October 31, 2018, May 20, 2019, November 19, 2020, and June 30, 2022 (collectively as amended “Purchase Agreement”); and

WHEREAS, in Resolution 23-115, the RDC approved a post-closing agreement, which addressed the possibility of the transfer of the Indiana Department of Environmental Management Construction Stormwater Permit No. INRA10024 and the City of Bloomington Grading Permit C23-049 (collectively, the “**Open Permits**”); and

WHEREAS, the Property was transferred to the RDC on or about January 2, 2024; and

WHEREAS, in order to effectuate the transfer of the Open Permits, it is necessary to execute a Construction Stormwater Signed Certification, attached as Exhibit A;

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

1. The RDC authorizes RDC Member, Deborah Hutton to sign the Construction Stormwater Signed Certification on behalf of the RDC.
2. A copy of the fully executed Construction Stormwater Signed Certification shall be attached to this Resolution.

3. The RDC authorizes RDC Member, Deborah Hutton to sign all documents necessary to effectuate the terms of the post-closing agreement for Hopewell.

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

President

ATTEST:

Secretary

Date



CONSTRUCTION STORMWATER SIGNED CERTIFICATION

(Applies to online application submittals only.)

State Form 56679 (R / 7-22)
Approved by State Board of Accounts, 2022
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER QUALITY

Note: Submission of the Construction Stormwater – Signed Certification form is the final step to complete online applications for permit coverage and terminations under the Construction Stormwater General Permit (INRA00000). The signature verification (wet ink) is required as part of the application process and consistent with the U.S. Environmental Protection Agency Cross-Media Electronic Reporting Rule (CROMERR).

For questions regarding the Stormwater Program and the requirement to complete this form, contact:

IDEM Stormwater Program
100 North Senate Avenue IGCN Room 1255
Indianapolis, Indiana 46204-2251

Telephone: (317) 233-1864 or
(800) 451-6027 (within Indiana)

E-mail: Stormwat@idem.IN.gov

Web Access: <http://www.IN.gov/idem/stormwater/2331.htm>

PROJECT INFORMATION

Authorization Number (Begins with INR and six (6) characters. Required for Amendments, Renewals, and Terminations.): INR10024

Submission Reference Number (Assigned for each online submission): HQ0-PM0S-0C2ZE

Project name (As it appeared on the "Notice of Intent"): IU Health Bloomington Hospital Decommissioning and Demolition Plan

Project Contact to address IDEM Questions (an individual):

Telephone: 1 317 447 5531 E-mail: dkunce@jsheld.com

NOTICE OF INTENT (Complete this Section for NOI Submittals.)

Notice of Intent: Initial Amendment Renewal (Check Amendment when submitting for a Continuation of Coverage)

Transmittal and Enclosure Requirements: Check One:

Fee has been paid online: The application for permit coverage under the Construction Stormwater General Permit was submitted through the IDEM online system and the application fee of \$175 was paid at that time (if the application was associated with an amendment, no fee is required). **Mail this completed form to:**

IDEM, Office of Water Quality
Stormwater Program
100 N Senate Avenue, IGCN Room 1255
Indianapolis, IN 46204-2251

Fee has not been paid: The application for permit coverage under the Construction Stormwater General Permit was submitted through the IDEM online system and at the time of submittal, the option to pay the application fee of \$175 with a check was selected. The check in the amount of \$175, payable to IDEM, OWQ is enclosed.

Mail this completed form and payment to:

IDEM, Accounts Receivable
100 N Senate Avenue, IGCN Room 1340
Indianapolis, IN 46204-2251

Authorization to collect the fee listed above: 327 IAC 5-3-17 (j) (3)

NOTICE OF TERMINATION (Complete this Section for NOT Submittals.)

Notice of Termination: Construction Complete Change of Ownership Early Release from Permit Coverage

The application to terminate permit coverage was submitted through the IDEM online system. **Mail this form to:**

IDEM, Office of Water Quality
Stormwater Program
100 North Senate Avenue, IGCN Room 1255
Indianapolis, IN 46204-2251

CERTIFICATION AND SIGNATURE

This form is the official certification for the construction stormwater online submittal associated with the Submission Reference Number referenced above.

By signing this form, I certify under penalty of law, including under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that this document, the project information submitted online and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed name of project site owner:

Signature of project site owner (individual): _____ Date (month, day, year): _____

This "Construction Stormwater – Signature Verification" form must be signed by an individual meeting the signatory requirements in 327 IAC 15-4-3(g). The submittal requires an **original (wet ink) signature**; photocopies are not acceptable.

24-18
RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER 1 TO AGREEMENT WITH RENASCENT, INC.
FOR DEMOLITION OF HOPEWELL BLOCKS 8, 9, AND 10

WHEREAS, in Resolution 18-10, the Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site (“Hopewell”), including Phase I East redevelopment (“Project”); and

WHEREAS, in Resolution 23-87, the RDC approved an Agreement with Renascent, Inc. (“Renascent”); and

WHEREAS, pursuant to the terms of the Agreement, Renascent agreed to complete demolition of Blocks 8, 9, and 10 (“Demolition Services”) for an amount not to exceed Three Hundred Fifty Three Thousand, Fifty-Two Dollars and No Cents (\$353,052.00); and

WHEREAS, a need has arisen for additional work not negotiated at the time the Agreement was awarded, more specifically this additional work is to: remediate asbestos containing material (ACM) at Hopewell blocks 8, 9, and 10; and

WHEREAS, City Staff and Renascent believe that change order 1 (“Change Order #1) to the Agreement is necessary and appropriate; and

WHEREAS, a copy of the proposed Change Order #1 (\$12,100.00) is attached to the Resolution as Exhibit A; and

WHEREAS, the proposed Change Order #1 would modify the existing Agreement with Renascent from \$353,052.00 to \$365,152.00.

WHEREAS, the City has brought the RDC an Amended Projected Review & Approval form which updates the expected costs of the project, and which is attached as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.

2. The RDC amends the funding approval it made in Resolution 23-87 as follows: The funding approval for an amount not to exceed Three Hundred Fifty Three Thousand, Fifty-Two Dollars and No Cents (\$353,052.00) shall be replaced by an approval for an amount not to exceed Three Hundred Sixty-Five Thousand, One Hundred Fifty-Two Dollars and No Cents (\$365,152.00) to pay for the remediation of ACM at Hopewell Blocks 8, 9, and 10.

3. The expiration date of that funding shall remain December 31, 2025, and Resolution 23-87 shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date



STAFF MEMO

TO: Redevelopment Commission

FROM: Staff

DATE: February 2, 2024

RE: Change Order request for Hopewell Early Demolition Package Blocks 8-9-10

Contract Holder: Renascent (contract approved in Resolution 23-87 is attached for reference)

Summary:

After performing ACM (asbestos containing material) testing on the existing structures scheduled for demolition, ACM was only identified in the **tape and floor mastic at the following locations.**

- 717-719 First Street
- Fairview out building
- 615 First Street
- 619 First Street

Rationale:

This work was not included in the original scope due to the unknown material extents/location and lack of time to perform this work before putting the project out to bid. It was requested that bidders include cost for testing within their bid, but removal would be addressed based on testing results. The actual test results are available.

Timing:

Fortunately, Renascent can begin demolition at 607 1st St (utility plant building, which will take 3-4 weeks) so as to give time for the abatement to occur. Renascent has selected SSI as their subcontractor to perform the work.

Financial Impact:

The proposed change order from Renascent is attached. The cost impact is summarized below and would require a Project Review Form increase by the RDC.

Original Contract: \$353,052.00

PCO 001: \$12,100.00

Potential Revised Contract: \$365,152.00



RENASCENT

Experts in Demolition™

935 W. Troy Ave. : Indianapolis, IN 46225
Toll-Free 844.321.DEMO (3366)
Office 317.783.1500 : Fax 317.783.4860
info@renascentinc.com : renascentinc.com

Hopewell Early Demolition Package Blocks 8-9-10

January 31, 2024

Attn: City of Bloomington Redevelopment Commission

RE: Hopewell 2 Demo

This letter serves as our PCO Request (001) "Removal of Asbestos Containing Materials" for this project.

Proposed Change Order Value: \$ 12,100.00

Schedule Impact (Renascence Work Only)(Added Work Days): 2 days

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Project Manager

Cc:
Accounting
Job file – 0000

For Internal Use Only:	
PM Notes (J.S. Held)	
Original Contract:	\$353,052.00
PCO 001:	\$ 12,100.00
Potential Revised Contract:	\$365,152.00

Proposal
SSI SERVICES LLC
 308 South State Avenue
 Indianapolis, IN 46201
 (317) 269-2120

PROPOSAL SUBMITTED TO Renascent	PHONE 317-783-1500	DATE 11/27/23
STREET 935 Troy Ave	JOB NAME Hope Houses	
CITY, STATE, ZIP Indianapolis , Indiana 46225	JOB LOCATION Bloomington	
ATTENTION: Anthony Larson	FAX	

We hereby submit specifications and estimate:
 For the removal and disposal of Asbestos duct tape and floor tile mastic.
 All Federal, State and Local guidelines will be followed.
 Air samples will be run during removal .
 Waste will be taken to a approved landfill .
 3400 Sq ft Floor tile Mastic and 150 Linft Duct Tape

1. 717-719 First Street
2. Fairview Out Building
3. 615 First Street
4. 619 First Street

We Propose - hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
 Eleven Thousand ----- Dollars \$11,000.00

Payment to be made as follows: Payment shall be paid within 30 days of invoice date. Payment due and unpaid shall bear interest from date payment is due, including all collection cost incurred, at the rate of eighteen percent (18%) per annum. Retainage shall not be withheld unless prior agreement. If retainage is part of agreement, it will be paid upon completion of work under this agreement. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation.

Authorized Signature **Robert Byrd 317-407-2842**

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Larry Allen, ~~Jeff Underwood~~; Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,124,148.51 \$37,136,248.51

Sources of funds:	Total: \$37,420,337.00
Consolidated TIF	\$31,000,000.00
Federal Roadway Reconstruction	\$4,601,337.00
Development Contribution, 229 W 1 st St	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Environmental Consulting – for HUD funding	\$9,400	2023-2024
	1h Website – Ten31	Est. \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$7,436,848.92	2020-2023-2024
	6a. Design – VS Engineering	\$680,000 \$677,264	Oct. 2020 – Dec. 2023-2024
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000 433,001.20	Apr. 2023 – Nov. 2023 Dec 2024
	6d. Construction	Tentatively Estimated \$5,086,487 (including	Apr. 2023 – Nov. 2023-Dec. 2024

		\$4,069,189.74 federal funding)	\$6,247,803.72	
	6e Tree Removal		\$10,800	
7.	Phase 1 East Hopewell East	\$17,431,680.58	\$17,586,252.39	June 2021 – Aug. 2024 Dec 2024
	7a. Design – Shrewsberry & Associates, LLC		\$1,108,262	2021-2023
	7b. Property Acquisition		\$641,094	2021-2022
	7c. Demolition and Remediation		\$626,047	2022-2023
	7d. Construction Inspection		\$1,174,740	2022-2024
	7e. Construction - Milestone		\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal		\$10,053.38	2023
	7e(iii) CO Package #1		\$154,571.81	2023
	7f(i) Cassidy Electric		\$73,550.00	2022
	7f(ii). Duke Relocation		123,942.30	2022-2023
	7g. Environmental Consulting		\$20,000.00	2023
	7h. Contractor Incentive		\$132,000	2024
	7i. Site Furnishings		\$125,000	2023-2024
	7j. Construction Observation Camera		\$23,707	2023-2024
8.	Kohr Admin Redev.		\$95,505	TBD
	8a Kohr Preservation		\$81,400	2022-23
	8b Structural Evaluation		\$14,105	2021-22
9.	Ongoing Services		Est. \$545,645.57	
	9a Security Patrols – Marshall		\$127,198.95 \$147,198.95 \$165,698.95 \$190,698.95	2022-23
	9b Enhanced Security		Est. \$450,000 -\$200,000 \$175,000	2023-2025
	9c Grounds and Maintenance		Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)		Est. \$200,000 \$189,946.62 \$169,946.62	2023-2025
10	Parking Garage		\$87,675	
	10a Assessment – CE Solutions		\$87,675	2023
	10b Design		TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$353,052 \$365,152	2024
	14.a. All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
	14.b. CO #1 – Hopewell South ACM removal at 717-719 W. First St, Fairview Out building, 615 W. First St, and 619 W. First St	\$12,100	2024

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
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 24-XX Approval of Change Order 1 to Agreement with Renascent, Inc.

for Demolition of Hopewell Blocks 8, 9, and 10.

24-XX Approval of Notice of Intent Filing with IDEM In Accordance
with Provision of Post-Closing Agreement between the City of
Bloomington and IU Health

24-XX Approval of Funding for Monitoring Service for Security Cameras
at Hopewell

23-XX Approval of Secondary Plat for Hopewell East Project

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**24-19
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR MONITORING SERVICE FOR SECURITY CAMERAS AT
HOPEWELL**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved amended Project Review Forms in Resolution 22-10, Resolution 23-36; Resolution 23-85; and Resolution 23-116; and
- WHEREAS, the RDC approved the purchase of a single solar trailer to power security cameras at Hopewell in Resolution 23-86; and
- WHEREAS, City staff have identified a provider of a monitoring service (“Service”) for the security cameras at Hopewell for ten (10) months at a cost not to exceed Three Thousand, Eight Hundred, Thirty Dollars and No Cents (\$3,830.00), a copy of the quote is attached as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, there is no change in the Project Review form as this cost for Service is included in Project Review Form Line 7j. A copy of the Amended Project Review Form (“Amended Form”) is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves payment of an amount not to exceed Three Thousand, Eight Hundred, Thirty Dollars and No Cents (\$3,830.00) to pay for the monitoring service for the security cameras at Hopewell.
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

President

ATTEST:

Secretary

Date



QUOTE		
PROJECT NAME	DATE	NUMBER
Solar Equipment – City of Bloomington	01-19-2024	304997

QUOTE TO:
 Engineering Department
 City of Bloomington
 401 N. Morton Street
 Bloomington, IN 47404 US

OXBLUE CONTACT	SHIP VIA	F.O.B.	TERMS
Matt Snowberger	Standard	OxBlue	Due Upon Receipt

DESCRIPTION	QTY	RATE	AMOUNT
6MP Cobalt Service Per Month Per Camera (549)	10	5,490	3,830
Tier 3 Discount (-70)		-700	
1 Year Service Contract Prepay Discount (20%) (-96)		-960	
Discounted Monthly Service Price		383	
Proactive Camera Management by Dedicated Client Support Manager	1		Included
Universal Mount for Pole, Wall or Parapet (\$129)	1		Included

Questions? Contact: Matt Snowberger (404) 554-1469 msnowberger@oxblue.com	Mailing Address: OxBlue, LLC 1777 Elsworth Industrial Blvd. NW Atlanta, GA 30318	Subtotal:	3,830.00
OxBlue, LLC accepts payments by ACH, check, or credit card. Warranty information is available at oxblue.com. This quote is valid for 30 days.		Sales Tax (7%)	0.00
		Shipping & Handling:	0.00
		Total (USD):	\$3,830.00

Accepted By: _____ **Date:** _____

Terms and Conditions:
Contract Prepay (Discount): OxBlue, LLC shall provide construction camera services (transmission, archiving and remote support) to the Customer for an initial term as listed herein. The term shall start 10 days after shipment of the camera hardware by OxBlue ("Effective Date"). Upon completion of the initial Prepay + Contract term, the discount shall terminate and OxBlue's standard pricing and terms of service shall apply. The OxBlue products and services are governed by the terms of service available at (<https://www.oxblue.com/terms-service>) and shall prevail over all other terms and conditions unless expressly agreed to in writing by the parties. The terms of service cannot be superseded, altered, modified or amended by subsequent purchase order or writing received from customer without the express written consent of OxBlue.

Thank you for your business.

TERMS OF SERVICE

OXBLUE CORPORATION

The OxBlue Products (defined below) owned and operated by OxBlue are provided to the Client under the terms and conditions of these Terms of Service as the same may be published from time to time by OxBlue on the OxBlue website (collectively, "TOS" or "Terms of Service"). These TOS, and any attachment expressly referenced in these TOS, are the complete and exclusive statement of the agreement between OxBlue and Client and supersede any prior agreement, oral or written, including but not limited to any purchase order or other terms provided by Client, relating to the subject matter of the TOS. BY USING THE OXBLUE PRODUCTS, SERVICES AND SYSTEM(S), CLIENT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN. IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF SERVICE, DO NOT USE OR REGISTER FOR THE USE OF THE OXBLUE PRODUCTS.

OXBLUE PRODUCTS

OxBlue provides camera systems, software, access to images captured by the cameras and monitoring services (collectively, the "OxBlue Products"). In committing to paying, Client has selected to purchase, lease, license or obtain one or more of these OxBlue Products.

INSTALLATION & SUPPORT

It is Client's responsibility to test and install the System. Client is solely responsible for complying with all local codes and requirements for such installation. Upon the client's request, OxBlue may coordinate a third-party contractor to install, diagnose and repair issues, and/or adjust the System or any of its supporting equipment. If this option is selected, Client acknowledges and agrees that the installation services are being provided by a third-party contractor and that OxBlue's role is to coordinate such services for the Client. Client agrees that OxBlue shall not be held liable, and Client expressly holds OxBlue harmless, for any services or actions performed by the third-party installation contractor.

Client shall provide an onsite contact person who is able to provide basic services necessary for the maintenance and operation of the camera including testing, installation, confirming power, and providing feedback on System diagnostics. Should the System require replacement, OxBlue will provide and ship a replacement System (within the US), provided the System replacement is permitted under the applicable warranty. Should the System require replacement, OxBlue may, at its discretion, use a new or reconditioned System. Client's on-site contact person is responsible for installing the replacement System or hiring a third-party installation contractor, at no cost to OxBlue. Client is responsible for the return of the original System within 10 days of the replacement System arriving at site. If the original System is not returned to OxBlue's office at the address set forth in these TOS within 10 days of the replacement System arriving on site, Client agrees to purchase the replacement System at the price of the original System that was not returned.

ACCESS TO ONLINE SYSTEM

Client will be sent a login or link to access the images from OxBlue upon shipment of the System. This grants Client a personal license to access the OxBlue online system to view the image and video content from Client's cameras. Client is responsible for all activities that occur under its OxBlue access and OxBlue cannot be held responsible for any damages resulting from access to the OxBlue System.

Subject to compliance with these TOS, OxBlue grants Client a limited, personal, non-exclusive, non-transferable, non-sublicenseable, revocable right to access and use the OxBlue online system for Client's personal business uses. Client shall not modify, copy or make derivative works based on the OxBlue online system; disassemble, decompile or reverse engineer the OxBlue online system, OxBlue's content or any part thereof; sell, sublicense, transfer or make available the OxBlue online system to any third parties other than for granting access to others as needed for viewing the Client's images and video content.

Client acknowledges that in providing the online system, OxBlue has developed and uses certain methodology, information, documents, software, and other works of authorship, processes, techniques, designs, inventions, trade secrets, and other tangible and intangible technical material or information (collectively, "OxBlue Proprietary Information"). OxBlue Proprietary Information is the exclusive property of OxBlue, contains valuable trade secrets and confidential information of OxBlue and is covered by intellectual property rights owned by OxBlue. Except as expressly set forth in these TOS, no license or other rights in the OxBlue Proprietary Information are granted to Client, and all such rights are expressly reserved.

All content that comprises the OxBlue online system (other than Client Images as defined below and client logos) including, without limitation, text, graphics, video, layout, images, icons, and logos, is protected by copyright and is the property of OxBlue. The OxBlue online system, or any portion thereof, may not be reproduced, copied, duplicated, sold, resold, or otherwise exploited for any purpose unless expressly permitted in writing by OxBlue. Client may use images and video provided to it via the OxBlue online system without violating this provision.

OxBlue expressly prohibits the use of devices (including software) designed to provide repeated automated access to its online system and its content for any purpose. OxBlue reserves the right to take all measures necessary to prevent such access, including denial or termination of service. Only human user-based access is permitted.

Client is responsible for obtaining, installing, maintaining and using systems, equipment and communication lines required to access the OxBlue online system. OxBlue will not be responsible for transmission errors, incorrect data or records, corruption of data, or security of data during transmission via public telecommunications facilities, including the Internet.

Client is responsible for complying with all applicable local, state and federal laws in using the OxBlue online system and the other OxBlue Products.

OxBlue shall exercise commercially reasonable efforts to make the OxBlue online system generally available (24 hours a day, 7 days a week) subject to: (a) scheduled down time or (b) down time caused by circumstances beyond OxBlue's reasonable control.

OxBlue reserves the right to block access to the online system for any reason, including without limitation: (i) maintaining or updating the online system; (ii) maintaining or restoring security to the online system if OxBlue has been notified or suspects Client's User ID and/or password has been or may be obtained or are being or may be used by an unauthorized person; (iii) maintaining the general security and/or integrity of the online system and/or services; or (iv) Client has violated these TOS.

CLIENT IMAGES

As between OxBlue and Client, Client shall own all images and time-lapse footage captured via Client's System ("Client Images"). Notwithstanding the foregoing, Client grants OxBlue the perpetual, non-exclusive, royalty-free, worldwide right (i) to store copies of the Client Images; (ii) to reproduce, store, transmit and use the Client Images to

provide the services to Client hereunder; (iii) to use the Client Images for promotional or demonstration purposes; and (iv) to store and retain images for archival purposes **for an indefinite period of time, unless otherwise instructed through written agreement.**

AVAILABILITY OF SERVICE

OxBlue uses various coverage maps based on computerized, mathematical predictions of expected coverage. Given the nature of wireless radio engineering, it is impossible to predict with 100% certainty whether a site will have coverage. Actual coverage area may differ substantially from that shown on coverage maps, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, equipment and other factors. OxBlue does not guarantee coverage, and coverage is subject to change and may not be relied upon. In-building coverage can and will be adversely affected by the thickness/construction type of walls, or location in the building (e.g., in the basement, in the middle of the building with multiple walls, etc.).

BILLINGS/PAYMENTS

All billing and payments shall be made by Client to OxBlue in accordance with the payment terms selected at the time of order. Any OxBlue invoices shall be considered PAST DUE if not paid within the terms stated on the invoice, and OxBlue may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service and if the OxBlue System is leased, require return of the System. Any retainers provided by Client shall be credited on the final invoice. Additionally, a service charge will be charged at 1.5% (or the legal rate) per month on the PAST DUE amounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including all reasonable attorneys' fees.

Invoices are due as specified on the invoice and payable by check, ACH or credit card to OxBlue.

RETURNS AND REFUNDS

All returns require written authorization. Items shipped to OxBlue without written authorization will not be eligible for a refund and will be returned to sender.

New cameras in an unopened box can be returned for a full refund within 30 days of purchase. Open box cameras and used cameras can be returned within 30 days of purchase subject to a 20% restocking fee. Solar power stations, NPRM's and other accessories may be returned within 30 days of purchase subject to a 30% restocking fee. All sales are final on custom orders and non-OxBlue branded items.

Buyer is responsible for return shipping cost. After 30 days no returns are allowed.

Items to be returned must be 100% intact, in the original packaging with all components, cables and/or accessories. We cannot accept items not in the original packaging. If a product is being returned as new, but has clearly been used or damaged prior to its return, we reserve the right to refuse refund completely.

There are no refunds on service. Clients who have a contract or prepaid contract may cancel their contract at anytime subject to paying the difference between their contract rate and the non-contract rate for the term used. For clients with prepaid contracts, should they cancel a prepaid contract and have a remaining credit, then this credit may only be used towards future service from OxBlue. All credits expire within 12 months.

RETURN PROCESS:

1. Contact OxBlue to discuss the return
2. Obtain written authorization from OxBlue for return
3. Ship equipment in original OxBlue packaging to OxBlue
4. Send corresponding shipment tracking information to OxBlue
5. Include written description of reason for return with package

TAXES

Client will be solely responsible for all sales, use, privilege, ad valorem, excise, and other taxes or assessments, however designated, that may be levied or based on this Agreement, except for taxes based on OxBlue's net income.

SAFETY

Should Client or its contractors be conducting activities on the site where the System is installed, OxBlue shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should OxBlue provide observations or monitoring services at the site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by OxBlue does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project site.

WARRANTY; DISCLAIMERS

The sole warranties provided by OxBlue for the OxBlue Products are listed below:

- **Static Time-Lapse Camera** - Manufacturer agrees to repair or replace components of system that do not comply with requirements or that fail in materials or workmanship within specified warranty period. Camera shall have a Lifetime Warranty including parts, labor and shipping.
- **Video PTZ Camera** - Manufacturer agrees to repair or replace components of system that do not comply with requirements or that fail in materials or workmanship within specified warranty period. Video PTZ Camera shall have a three year hardware warranty.
- **Solar Station** - OxBlue Corporation warrants the OxBlue Solar Power Stations against defects in materials and workmanship described below under normal installation, application, use and service conditions, for a period of two years from date of original purchase. This warranty extends to the original retail purchaser ("Customer") only. OxBlue will, at its sole discretion, either repair or replace the product if it becomes inoperable due to a defect in material or workmanship performed directly by OxBlue during the two year period of this warranty. This warranty does not cover cosmetic damage, damage from accident, negligence, misuse, or acts of God, and is voided by failure of the Customer to install, operate or use the product in accordance with instructions and warnings contained in the Installation & Operation Manual and in component manufacturers' manuals supplied with the product, if any. OxBlue makes no warranty against defects in materials and workmanship by component parts manufacturers, except to the extent provided below.

OxBlue will pass through to the Customer any and all additional warranties provided by the manufacturer(s) of component parts as applicable, subject to the terms and enforceability of such manufacturers' warranties.

OxBlue is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing OxBlue manufactured products or products sold by OxBlue. This warranty excludes Internet services, software, connected equipment or stored data. In the event of a claim, OxBlue's sole obligation shall be replacement of the hardware.

In order to obtain warranty service, the Customer must contact OxBlue and be prepared to supply the following information:

- When and where your OxBlue product was purchased.
- Your product serial number, if applicable.
- Description of the problem. If we cannot correct the situation through phone consultation, we will provide you with the following information regarding shipping the OxBlue product to OxBlue.

Provided that the necessary repairs are covered under warranty, OxBlue will pay the return shipping charges to any destination within the United States.

The returned product will become the property of OxBlue. Repaired or replacement products within the U.S. will be shipped at OxBlue's expense. Repaired or replacement products outside of the U.S. will be shipped at the Customer's expense. Repaired or replacement products will continue to be covered under this warranty.

OXBLUE MAKES NO OTHER WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except as herein stated, OxBlue shall not be liable for any damages of any kind. OxBlue shall have no responsibility for damage to persons or property or other loss or injury resulting from a defect in the product or from improper installation or use. Under no circumstances will OxBlue be liable for any incidental or consequential damage.

EXCEPT AS SET FORTH IN THE APPLICABLE WARRANTY ABOVE, THE OXBLUE PRODUCTS ARE PROVIDED AS-IS, AND OXBLUE MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE OXBLUE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFICACY OR SAFETY. ADDITIONALLY, NO WRITTEN OR ORAL REPRESENTATIONS BY OXBLUE OR ITS EMPLOYEES OR CONTRACTORS SHALL BE INTERPRETED TO EXPAND OR OFFER ANY WARRANTY. OXBLUE DOES NOT WARRANT THE PRODUCTS OR SERVICES OF ANY THIRD PARTY AND CLIENT SHALL SOLELY LOOK TO SUCH THIRD PARTY FOR ANY WARRANTY WITH RESPECT TO SUCH THIRD PARTY'S PRODUCTS OR SERVICES.

Client expressly agrees that use of the OxBlue Products is at Client's sole risk. Neither OxBlue, its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, warrant that the OxBlue Products will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the OxBlue Products. Under no circumstances, including negligence, shall OxBlue, its officers, agents or anyone else involved in creating, producing, installing or distributing the OxBlue Products be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the OxBlue Products; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God or Nature, communication failure, theft, destruction or unauthorized access to records, programs or services. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate fees which Client paid OxBlue for the OxBlue Product giving rise to the claim during the term of these Terms of Service.

VIDEO

Access to live video and video on demand services is only available to users with authorized login access. Monthly data usage for these services is limited to 30 Gigabytes per camera per month unless another limit is specified on the quote. Some live video products may provide up to two weeks of local archiving on the camera and this archived data may be retrieved for an additional fee.

THIRD-PARTY WIRELESS PROVIDER

Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Client is not a third party beneficiary of any agreement between OxBlue and the underlying carrier. In addition, Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Client, and Client hereby waives any and all claims or demands therefore.

WEATHER DATA

Weather data is provided by sources including The Weather Underground, Inc and The Dark Sky Company, LLC. OxBlue and the weather data providers disclaim all warranties regarding the accuracy, completeness, currency or reliability of the weather data including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement or otherwise arising by law or statute. You agree that your use of, or reliance upon, the weather data is at your own discretion and risk. The Weather Underground logo is a trademark of Weather Underground, LLC. The Dark Sky logo is a trademark of The Dark Sky Company, LLC. OxBlue does not certify weather data. The National Weather Service provides certified reports via <https://www.ncdc.noaa.gov/>.

INDEMNIFICATION

Client agrees that it shall indemnify, save and hold OxBlue (and its directors, officers, employees, agents, and contractors) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against OxBlue, its agents, its clients, servants, officers, and employees, that may arise or result from (i) any and all use of Client's account; (ii) any service provided or performed or agreed to be performed by Client, its agents, employees, or assigns, or any product sold by Client, its agents, employees, or assigns. (iii) any injury to person or property caused by any services provided or products sold or otherwise distributed by Client in connection with the use of the OxBlue Products; (iv) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (v) any defective product which Client sells, offers for sale, or has sold in conjunction with using the OxBlue Products; (vi) any breach of these TOS; (vii) any misuse or unauthorized use of the OxBlue Products; or (viii) Client's violation of the law or the right of any third party. Client shall also indemnify OxBlue for any expenses incurred in enforcing this section.

TERMINATION OF SERVICES

These TOS and the services provided hereunder may be terminated by either party upon 10 days' prior written notice to the other party. In the event of termination, OxBlue shall invoice Client for all unpaid services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, the remaining amount of any contract term and Client shall pay such invoice within 30 days of receipt of the invoice. Client shall return all equipment owned by OxBlue in good condition, subject only to reasonable wear and tear. Client Images

may be permanently removed when the account they are associated with has had no billable service for a period of 12 months. This process will occur at periodic intervals so Client should assume that after 12 months, any images associated with these accounts may be permanently removed and irretrievable.

APPLICABLE LAW, DISPUTES AND LIMITS OF LIABILITY

Unless otherwise specified, exclusive venue and the choice of law for this Agreement shall be governed by the laws of the principal place of business of OxBlue, without reference to such state's conflicts of law provisions. As of the date of this agreement, all parties to this agreement agree that any dispute shall be governed and controlled by the laws of the State of Georgia, USA. Any dispute arising between the party(ies) and OxBlue shall be decided by arbitration, using one arbitrator, in Fulton County, Georgia. All parties agree to waive the right to a jury trial and exclusively use arbitration using the rules of the American Arbitration Association. If OxBlue has a policy of insurance that covers any claim, the party/parties to this agreement and or terms of service agree that OxBlue's exposure shall be limited to the amount of insurance coverage OxBlue may have and actually paid by the insurer for any such claim. OxBlue shall only be liable to pay those amounts OxBlue has in the form of insurance coverage. OxBlue shall only be liable only to the extent OxBlue has insurance coverage. OxBlue shall not be liable to pay any amount if OxBlue's insurance coverage denies the claim. If OxBlue's applicable insurance coverage does not have a legal obligation to pay, for any reason, then the party/parties agree that OxBlue shall not be liable to pay any amount; OxBlue is liable only if its applicable insurance policy is required to pay a lawful legal claim; OxBlue shall not be required to pay any amount from its own resources or funds; OxBlue liability is limited to the extent its applicable insurance coverage is liable to pay a legal claim. If you do not agree to accept only insurance funds to satisfy a claim exclusively from a policy of insurance wherein OxBlue is an insured, then do not accept these terms of service and do not enter into this agreement for OxBlue services, products, etc.

LAWFUL PURPOSE

Client may only use the OxBlue Products for lawful purposes. Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets.

Client shall comply with all applicable U.S. export control laws and regulations, including without limitation, the requirements of the International Traffic in Arms Regulations, the Export Administration Act, and other applicable laws and regulations, and shall not export, re-export, or otherwise transmit, directly or indirectly, any product, sample, information, technical data, or other materials received from OxBlue or via the OxBlue Products, or information which is the direct product of such information, unless in full compliance with all applicable laws and regulations, including obtaining any required approvals or export licenses. Client shall obtain the written consent of OxBlue prior to submitting any request for authority to export any such information, and shall indemnify and hold OxBlue harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from failure of Client to comply with this provision or applicable U.S. export control laws and regulations. This section shall survive any termination of these TOS.

CONTINUOUS PRODUCT IMPROVEMENT

OxBlue reserves the right to modify, add, or remove all services and features of the System at any time.

NO AGENCY

No agency, partnership, joint venture, employer-employee or franchisor-franchise relationship is intended or created by these TOS. At all times, Client and OxBlue shall be and are independent contractors to each other. Unless expressly provided in a separate writing, signed by the Client and OxBlue, the relationship between Client and OxBlue shall forever be only that of independent contractors.

NOTICES

Except as explicitly stated otherwise, legal notices shall be served (in the case of OxBlue) at the address set forth in these TOS or (in the case of Client) via the contact information Client provided when ordering. Notice to OxBlue shall be effective upon receipt.

GENERAL

If any provision of these TOS is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Client shall not assign these TOS or the services hereunder without the prior written consent of OxBlue, and any assignment in violation of this provision shall be null and void. These TOS shall be binding upon and inure to the benefit of the parties, their respective successors, and their permitted assigns. Headings are for reference purposes only and do not limit the scope or extent of such section. OxBlue's failure to act with respect to a breach by Client or others does not waive OxBlue's right to act with respect to subsequent or similar breaches. OxBlue does not guarantee it will take action against all breaches of these TOS.

OxBlue reserves the right, without limitation of any other remedies available to it, to take appropriate legal action for any illegal or unauthorized use of the OxBlue Products. OxBlue may amend these TOS at any time by posting the amended terms on this site. All amended terms shall automatically be effective after they are initially posted on the site. These TOS may not be otherwise amended except in a writing signed by OxBlue and Client. These TOS set forth the entire understanding and agreement between OxBlue and Client with respect to the subject matter hereof and supersede any other representations, communications, undertakings, or agreements between the parties. In addition to any section which expressly survives by its terms, the following sections shall survive any termination of these TOS: any disclaimers, limitation of liability, and indemnity sections.

Please report any violations of the TOS to:

OxBlue
1777 Ellsworth Industrial Blvd. NW
Atlanta, GA 30318

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Larry Allen, ~~Jeff Underwood~~; Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,124,148.51 \$37,136,248.51

Sources of funds:	Total: \$37,420,337.00
Consolidated TIF	\$31,000,000.00
Federal Roadway Reconstruction	\$4,601,337.00
Development Contribution, 229 W 1 st St	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,700,494	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	\$479,400	2023-24
	1h Environmental Consulting – for HUD funding	\$9,400	2023-2024
	1h Website – Ten31	Est. \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$6,320,267 \$7,436,848.92	2020-2023-2024
	6a. Design – VS Engineering	\$680,000 \$677,264	Oct. 2020 – Dec. 2023-2024
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000 433,001.20	Apr. 2023 – Nov. 2023 Dec 2024
	6d. Construction	Tentatively Estimated \$5,086,487 (including	Apr. 2023 – Nov. 2023-Dec. 2024

		\$4,069,189.74 federal funding) \$6,247,803.72	
	6e Tree Removal	\$10,800	
7.	Phase 1 East Hopewell East	\$17,431,680.58 \$17,586,252.39	June 2021 – Aug. 2024 Dec 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO #1, Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000.00	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2023-2024
	7j. Construction Observation Camera	\$23,707	2023-2024
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$545,645.57	
	9a Security Patrols – Marshall	\$127,198.95 \$147,198.95 \$165,698.95 \$190,698.95	2022-23
	9b Enhanced Security	Est. \$450,000 -\$200,000 \$175,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades (Fencing around the legacy hospital site will remain in place)	Est. \$200,000 \$189,946.62 \$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$353,052 \$365,152	2024
	14.a. All Bldgs at Blocks 8-9-10 (except 714 S. Rogers St)	\$353,052	2024
	14.b. CO #1 – Hopewell South ACM removal at 717-719 W. First St, Fairview Out building, 615 W. First St, and 619 W. First St	\$12,100	2024

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
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 24-XX Approval of Change Order 1 to Agreement with Renascent, Inc.

for Demolition of Hopewell Blocks 8, 9, and 10.

24-XX Approval of Notice of Intent Filing with IDEM In Accordance
with Provision of Post-Closing Agreement between the City of
Bloomington and IU Health

24-XX Approval of Funding for Monitoring Service for Security Cameras
at Hopewell

23-XX Approval of Secondary Plat for Hopewell East Project

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-20
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PAYMENT OF PROPERTY INSURANCE

- WHEREAS, the Bloomington Redevelopment Commission (RDC) owns variety of properties within its TIF districts, including adding those properties the RDC has acquired from IU Health Bloomington (“Property”); and
- WHEREAS, it is necessary to add the Property to the City’s list of its insured properties with our insurer EPIC Insurance; and
- WHEREAS, the cost of the coverage and changes in for the RDC Property is \$61,547.86, as shown by the invoices attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the RDC’s general services fund, also known as the 444-account, to pay for insurance coverage; and

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

1. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed \$61,547.86.
2. The Payment authorized above may be made from the RDC’s general services fund (Account 444-15-150000-53990). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
3. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date



Insurance Midwest

Payment Remittance Address:
P.O. Box 2445, Indianapolis, IN 46206-2445

Wire & ACH: Old National Bank
ABA # 086300012 | Account # 103370132
Epay: https://epicbrokers14.epaypolicy.com/

----- INVOICE -----

City of Bloomington
401 North Morton Street,
Bloomington, IN 47404

Invoice Date 01/18/24
Invoice No. 497796
Bill-To Code CITYBLO1
Client Code CITYBLO1
Inv Order No. 202*623463

Named Insured: City of Bloomington, Indiana

Amount Remitted:\$

Please return this portion with your payment.

Make checks payable to: EPIC Insurance Midwest

Table with 4 columns: Effective Date, Policy Period, Coverage Description, Transaction Amount. Row 1: 01/03/24, 01/01/24 to 01/01/25, Affiliated FM Insurance Co. Policy No. 1128626 *Endorsement - CL Property, 17,931.00. Includes handwritten 'RDC' and 'Amount Due: 17,931.00'.

*Premiums Due and Payable on Effective Date



Payment Remittance Address:
P.O. Box 2445, Indianapolis, IN 46206-2445

Wire & ACH: Old National Bank
ABA # 086300012 | Account # 103370132
Epay: <https://epicbrokers14.epaypolicy.com/>

----- INVOICE -----

City of Bloomington
401 North Morton Street,
Bloomington, IN 47404

Invoice Date 12/28/23
Invoice No. 487338
Bill-To Code CITYBLO1
Client Code CITYBLO1
Inv Order No. 202*609738

Named Insured: City of Bloomington, Indiana

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: EPIC Insurance Midwest

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/01/24	01/01/24 to 01/01/25	Affiliated FM Insurance Co. Policy No. 1128626 *Renewal - CL Property Property renewal 2024 Thank you! Invoice Number: 487338 Amount Due:	541,276.00 541,276.00
		TRANSIT → \$ 12,565.51 CBLU → \$ 258,484.64 CITY → \$ 263,003.05 DISPATCH → \$ 8,138.80	RDC Portion \$ 43,616.86
*Premiums Due and Payable on Effective Date			

**24-21
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT
HOPEWELL PROPERTIES**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved an agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 22-45 to provide the security patrols for the RDC-owned property in Hopewell (“Services”), and extended the agreement in Resolution 23-56, 23-69, and 23-88; and
- WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until May 1, 2024, and increase the patrols from 12 hours per day to 24 hours per day; and
- WHEREAS, the increase in duration will require additional payment for the security services in an amount not to exceed \$68,796.00; and
- WHEREAS, an addendum to the Agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Amendment to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed an additional \$68,796.00 and total amount not to exceed \$234,494.95 to pay for the Services, to be payable in accordance with the terms of the amended Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

FOURTH AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY

This amendment by and between the City of Bloomington Redevelopment Commission (“Commission”) and Marshall Security LLC d.b.a. Marshall Security and Private Investigations (“Marshall”) amends the parties’ Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to extend the term of the agreement until May 1, 2024, and extend patrols to one officers for 24 hours per day, as reflected in Attachment 1.
3. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add an additional \$68,796.00 for the extended services, for a total amount not to exceed \$234,494.95.
3. In all other respects, the Agreement will 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
REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

01/31/2024 | SERVICE QUOTE



Marshall Security (MSI)
 2520 W 3rd Street
 Bloomington, Indiana 47404

Malisa James
 COO/Director of Business Development
 (812) 322-6179
malisa@marshallmsi.com
www.marshallmsi.com

City of Bloomington, Hopewell
 401 N Morton Street Suite 250
 Bloomington, Indiana 47402

Anna Killion-Hanson
 Interim Director
 Housing & Neighborhood Development
 (812) 349-3577
Anna.killionhanson@bloomington.in.gov

Requested Location(s)	Start Date	End Date	Type	Description
Hopewell	02/01/2024	04/30/2024	Unarmed Security Services	24/7 Security at Hopewell

Coverage Schedule	# of Officers	Hourly Rate	Daily Est. Total
OPTION 1 24/7 Security Coverage	1 Officer	\$31.85/Officer/Hour	\$764.40
OPTION 2 24/7 Security Coverage	2 Officers	\$29.85/Officer/Hour	\$1432.80

Est.Weekly Total Option 1	\$5350.80
Est.Weekly Total Option 2	\$10029.60

**Thank you
 for your interest in MSI!**

Marshall Security & Investigations (MSI) is a veteran and minority owned and operated small business specializing since 2015 in armed / unarmed security coverage, marked vehicle patrols, private investigations, and consulting / training services. MSI provides uncompromising protection and reporting, remaining **ever vigilant** to better protect your organization and assets.

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

Project Managers: Larry Allen, Andrew Cibor; Deb Kunce (JS Held)

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

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

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End Date: December 31, 2025

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Sources of funds:	Total: \$37,420,337.00

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	\$19,000.00
READI Grant	\$1,800,000.00

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	6e Tree Removal	\$10,800	
7.	Hopewell East	\$17,586,252.39	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022

Redevelopment Commission Resolution 24-21

Exhibit B

	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7J. Observation Camera	\$23,707	2023-24
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	\$545,645.57	
	9a Security Patrols – Marshall	\$234,494.95	2022-24
	9b Enhanced Security	Est. \$175,000 \$130,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	

13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$365,152	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024

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
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction

- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 3-115 Approval of Hopewell Post-Closing Agreement
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____