

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**July 15, 2024 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, at [anna.killionhanson@bloomington.in.gov](mailto:anna.killionhanson@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

<https://bloomington.zoom.us/j/88182741389?pwd=J4UjGPw9vKmqBtoJtyagPm1HvnBful.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –July 1, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – July 19, 2024 for \$324,019.93
- IV. EXAMINATION OF PAYROLL REGISTERS** July 12, 2024 for \$39,176.75
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
- VI. NEW BUSINESS**
  - A. **Resolution 24-50:** Approval of Change Order 2 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8,9, and 10
  - B. **Resolution 24-52:**Approval of Amended Construction Budget Template and Amended Project Review and Approval Form for a Regional Economic Acceleration and Development Initiative (READI) Grant for Hopewell
  - C. **Resolution 24-53:** Approval of an Amended Preliminary Design Contract for Hopewell West
  - D. **Resolution 24-54:** Approval of Payment for Power Relocation for Hopewell East
  - E. **Resolution 24-56:** Approval of Agreement with Duke Energy for 1<sup>st</sup> Street Lighting
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**

**met on Monday, July 1, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with Vice-President Deborah Myerson presiding:**

**<https://catstv.net/m.php?q=13605>**

**I. ROLL CALL**

Commissioners Present: John West, Deborah Myerson, Randy Cassady, and Sue Sgambelluri

Commissioners Absent: None

City Staff Present: Larry Allen, City Attorney; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Roy Aten, Senior Project Manager;

Others Present: Deb Kunce, J.S. Held; Dave Askins, B-Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation (BEDC); John Fernandez, Senior Vice President, The Mill

**II. READING OF THE MINUTES** – John West moved to approve the June 17, 2024 minutes and June 14, 2024 executive session summary. Randy Cassady seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTERS**–John West moved to approve the claim register for July 5, 2024, for \$1,241,524.83. Randy Cassady seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for June 28, 2024, for \$40,007.09. John West seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director’s Report.** Anna Killion-Hanson reported that the Annual Action Plan (AAP) is out for public comment. She also reported attending the NSPIRE training with other HAND staff. NSPIRE is now the universal inspection standard that HUD requires.

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

**C. Treasurer’s Report:** Jessica McClellan gave an update on the TIF fund balances and answered questions from the commission.

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

**E. Hopewell Update:** Deb Kunce gave a brief update on current Hopewell activities and answered questions from the commissioners.

**VI. NEW BUSINESS**

**A. Resolution 24-48: Approval of Agreement for Interior Tenant Improvements with Compass for Trades District Garage:** In Resolution 24-39, the RDC approved a lease agreement with Regents of the University of California. As part of the lease agreement, the RDC authorized up to \$773,245 in tenant improvements. Larry Allen stated that City staff solicited bids for the interior design and construction services. He said three bids were received and staff identified Compass Commercial Construction Group LLC as the lowest responsive and

responsible bidder. City staff have negotiated an agreement with Compass for an amount not to exceed \$770,000.

City staff answered questions from the commissioners.

Commissioners requested two amendments. In the 7<sup>th</sup> “Whereas”, Milestone needed to be replaced with Compass. The other amendment is to have the complete compensation clarified under article three on page 18 of the packet as opposed to just referencing the exhibit. John West

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

John West moved to approve Resolution 24-48 with the two amendments mentioned above. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 24-49: Amended Project Review and Approval Form for Hopewell.** Deb Kunce explained that there are upcoming items related to construction that will require an adjustment to the project review form so the adjustment is proposed here tonight to accommodate what you will be hearing for Resolution 24-51 which is a change order package for Milestone for Hopewell Phase 1 East and other anticipated constructions changes on First Street.

Kunce and City staff answered questions from the commissioners.

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

Sue Sgambelluri moved to approve Resolution 24-49. John West seconded the motion. The motion passed unanimously.

- C. Resolution 24-51: Approval of Change Order Package #3 to Project Agreement with Milestone Contractors, LP for Hopewell Phase 1 East.** The RDC approved change orders for this project in Resolution 23-65, 23-113, and 24-35, which brought the total contract amount not to exceed \$13,552,509.53. Roy Aten explained that additional work not negotiated at the time the agreement was awarded is required, including replacement of unsuitable soil, culvert removal, modifications to the Centerstone entrance infrastructure, power conduits, reburying an exposed gas main and video inspection of newly installed storm and sanitary sewer lines. Change order #3 is for an additional amount of \$142,981.57 and would modify the existing agreement with Milestone from \$13,552,509.53 to \$13,695,491.10.

City staff answered questions from the commissioners.

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

Randy Cassady moved to approve Resolution 24-51. Sue Sgambelluri seconded the motion. The motion passed unanimously.

#### **D. BUSINESS/GENERAL DISCUSSION**

- XI. ADJOURNMENT** – The meeting adjourned at 5:55 p.m.

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Deborah Myerson, Vice-President

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Sue Sgambelluri, Secretary

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



**KERRY THOMSON  
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St 240  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN  
CONTROLLER**

CONTROLLER'S OFFICE

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## Claims Register Cover Letter

To: Redevelopment Commission  
From: Jessica McClellan, Treasurer  
Date: 07-19-2024 (\$324,019.93)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 07-06-2024 to 07-19-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in black ink that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller  
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 07-06-2024 to 07-19-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in blue ink that reads "Margie Rice".

~~Larry Allen, City Attorney~~

Margie Rice, Corporation Counsel

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/19/24	Claims				\$324,019.93
					<u>\$324,019.93</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$324,019.93

Dated this 10<sup>th</sup> day of July year of 2024.

\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Office Cheryl Sicland



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>53960 - Grants</b>										
9288 - Joshua Cisney	S&SGRANT-2024	15-Small & Simple Grant: Bryan Park Kids Party	Paid by EFT # 59991		07/09/2024	07/09/2024	07/19/2024		07/19/2024	448.98
							Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	\$448.98
							Program <b>151000 - Neighborhood</b> Totals		Invoice Transactions 1	\$448.98
Program <b>152000 - Historic Preservation</b>										
Account <b>53960 - Grants</b>										
9373 - Erin R Carter	100	15-Research Intern-African American Wkng Tour Brochure-April-Ju	Paid by EFT # 59987		07/09/2024	07/09/2024	07/19/2024		07/19/2024	2,025.00
							Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	\$2,025.00
							Program <b>152000 - Historic Preservation</b> Totals		Invoice Transactions 1	\$2,025.00
							Department <b>15 - HAND</b> Totals		Invoice Transactions 2	\$2,473.98
							Fund <b>101 - General Fund (S0101)</b> Totals		Invoice Transactions 2	\$2,473.98
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53230 - Travel</b>										
9172 - Anna C Hanson	NCDA-061424	15-Reimb per diem/hotel/airfare-NCDA Conf.-MA-6/11-6/14	Paid by EFT # 60024		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,842.82
							Account <b>53230 - Travel</b> Totals		Invoice Transactions 1	\$1,842.82
Account <b>53990 - Other Services and Charges</b>										
7862 - Torrance E Hamilton (Winslow Ranch 1429 Marketing, LLC)		15-Social Media Marketing-HAND Department - 6/30/24	Paid by EFT # 60022		07/09/2024	07/09/2024	07/19/2024		07/19/2024	580.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$580.00
							Program <b>150000 - Main</b> Totals		Invoice Transactions 2	\$2,422.82
							Department <b>15 - HAND</b> Totals		Invoice Transactions 2	\$2,422.82
							Fund <b>153 - LIT – Economic Development</b> Totals		Invoice Transactions 2	\$2,422.82



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 250 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
74 - Life Designs, INC	01 042724	15-CDBG-Housing Options Flooring Rehab-March 2024	Paid by EFT # 541		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,200.00
							Account <b>53960 - Grants</b> Totals	Invoice Transactions 1		\$1,200.00
							Program <b>150000 - Main</b> Totals	Invoice Transactions 1		\$1,200.00
							Department <b>15 - HAND</b> Totals	Invoice Transactions 1		\$1,200.00
							Fund <b>250 - CDBG</b> Totals	Invoice Transactions 1		\$1,200.00
<b>Fund 254 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000391	15-HOME-Evergreen Villiage lots 1/2-mowing June 2024	Paid by EFT # 281		07/09/2024	07/09/2024	07/19/2024		07/19/2024	260.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		\$260.00
							Program <b>150000 - Main</b> Totals	Invoice Transactions 1		\$260.00
							Department <b>15 - HAND</b> Totals	Invoice Transactions 1		\$260.00
							Fund <b>254 - HOME</b> Totals	Invoice Transactions 1		\$260.00
<b>Fund 411 - Rental Inspection Program(S0012)</b>										
Department <b>15 - HAND</b>										
Program <b>151600 - Title 16</b>										
Account <b>41020 - Permits</b>										
John Kirkland	KIRKLAND-7.19.24	15-refund permit fee-112 S Maple St-paid twice	Paid by Check # 78692		07/09/2024	07/09/2024	07/19/2024		07/19/2024	105.00
							Account <b>41020 - Permits</b> Totals	Invoice Transactions 1		\$105.00
							Program <b>151600 - Title 16</b> Totals	Invoice Transactions 1		\$105.00
							Department <b>15 - HAND</b> Totals	Invoice Transactions 1		\$105.00
							Fund <b>411 - Rental Inspection Program(S0012)</b> Totals	Invoice Transactions 1		\$105.00
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00013	15-1st Street Reconstruction-CE 04/29/24-05/26/24	Paid by EFT # 60023		07/09/2024	07/09/2024	07/19/2024		07/19/2024	42,335.77
13074 - Renascent INC	RENHOPEDEM2-5	15-Hopewell (2) South Demolition-App No 4312-05	Paid by EFT # 60107		07/09/2024	07/09/2024	07/19/2024		07/19/2024	106,668.76





# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
3444 - Rundell Ernstberger Associates, INC	2022-1671-19	15-Hopewell Phase 1 East - Inspection through 04/30/24	Paid by EFT # 60111		07/09/2024	07/09/2024	07/19/2024		07/19/2024	61,742.13
3444 - Rundell Ernstberger Associates, INC	2022-1671-20	15-Hopewell Phase 1 East - Inspection through 05/31/24	Paid by EFT # 60111		07/09/2024	07/09/2024	07/19/2024		07/19/2024	35,811.69
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	\$246,558.35
							Program <b>159001 - Adams Crossing Area</b> Totals		Invoice Transactions 4	\$246,558.35
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
7509 - Axis Architecture + Interiors, LLC	2022001-18	15-Addtl Services-Trades District Tech Ctr-8 of 12-6/28	Paid by EFT # 59967		07/09/2024	07/09/2024	07/19/2024		07/19/2024	6,853.47
18844 - First Financial Bank, N.A.	HFITECHCTR-App 8	04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 8	Paid by Check # 78668		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,287.65
321 - Harrell Fish, INC (HFI)	HFITECHCTR-App 8	04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 8	Paid by EFT # 60026		07/09/2024	07/09/2024	07/19/2024		07/19/2024	24,465.35
11272 - Patriot Engineering And Enviromental, INC	139176	04-Inspect/Material Testing-Tech Center-thru 5/31/24	Paid by EFT # 60091		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,354.75
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	\$35,961.22
							Program <b>159002 - Downtown Area</b> Totals		Invoice Transactions 4	\$35,961.22
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
19362 - CrossRoad Engineers, PC	240865	07-B-Line Extension (CE) 04/27/24-05/24/24	Paid by EFT # 60000		07/09/2024	07/09/2024	07/19/2024		07/19/2024	19,123.59
5409 - VS Engineering, INC	462820	15-17th Street WEST Construction Inspection 04/30/24	Paid by EFT # 60153		07/09/2024	07/09/2024	07/19/2024		07/19/2024	5,662.44
5409 - VS Engineering, INC	462821	15-17th Street WEST Construction Inspection 05/31/24	Paid by EFT # 60153		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,438.08
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 3	\$26,224.11
							Program <b>159006 - West 17th Street Area</b> Totals		Invoice Transactions 3	\$26,224.11
							Department <b>15 - HAND</b> Totals		Invoice Transactions 11	\$308,743.68
							Fund <b>439 - Consolidated TIF</b> Totals		Invoice Transactions 11	\$308,743.68
<b>Fund 444 - RDC</b>										



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-212292	06-Janitorial Service at College Square - 7/1/24	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	397.50
6378 - ANN-KRISS, LLC	72160-07324	15-714 S Rogers-secure bldg 2nd FLR-plywood over 14 windows/door	Paid by EFT # 59961		07/09/2024	07/09/2024	07/19/2024		07/19/2024	3,789.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-212921	15-Janitorial Services- 5x per week- Showers West - 7/1/24	Paid by EFT # 60125		07/09/2024	07/09/2024	07/19/2024		07/19/2024	1,648.00
223 - Duke Energy	9101205748680 624	15-105 W 4th St- Misc:Office 2-elec chgs 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			91.68
223 - Duke Energy	9101205757280 624	15-105 4th St W Misc Office 4-elec chgs 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			135.30
223 - Duke Energy	9101212104030 624	15-105 W 4th St Misc Office 1-elec chgs 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			106.42
223 - Duke Energy	9101205763990 624	04-College Sq-210 S. College Ave-elec. chgs 05/29/24-06/25/23	Edit		07/10/2024	07/10/2024	07/10/2024			112.02
223 - Duke Energy	9101205750330 624	04-College Sq-226 S. College Ave-elec chgs 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			626.49
223 - Duke Energy	9101205756790 624	04-College Sq-222 S College Ave - elec serv 05/29/24-05/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			312.37
223 - Duke Energy	9101205760180 624	04-College Sq-222 S College Ave -elec bill 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			289.98
223 - Duke Energy	9101205762900 624	04-College Sq-208 S. College-elec. bill 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			509.48
223 - Duke Energy	9101205758430 624	04-College Sq-200 S. College Ave-elec. chgs 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			130.55
223 - Duke Energy	9101205753640 624	04-College Sq-204 S. College Ave-electric bill 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			591.13



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/06/24 - 07/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205761750624	04-College Sq-202 S College-elec. bill 05/29/24-06/25/24	Edit		07/10/2024	07/10/2024	07/10/2024			39.80
7414 - MAP Communications, INC (Live Voice)	000033-336-841	06-Answering Service for College Square-July 2024	Edit		07/10/2024	07/10/2024	07/10/2024			34.73
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 15	\$8,814.45
							Program <b>150000 - Main</b> Totals		Invoice Transactions 15	\$8,814.45
							Department <b>15 - HAND</b> Totals		Invoice Transactions 15	\$8,814.45
							Fund <b>444 - RDC</b> Totals		Invoice Transactions 15	\$8,814.45
							Grand Totals		Invoice Transactions 33	\$324,019.93



**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

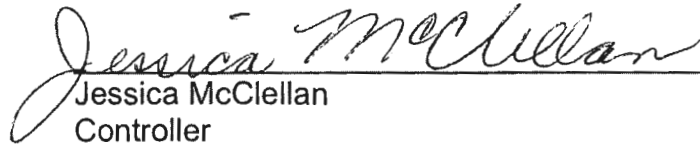
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** July 12, 2024  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 06/24/2024 to 07/07/2024. 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 07/12/24 - 07/12/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	07/12/2024	2,277.43		.00	200.26	138.85	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.85	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	07/12/2024	1,705.68		.00	128.81	95.73	22.39	48.63	30.64	191.83	1,187.65
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.73	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.65
10000 Collins, Barry 0111	07/12/2024	875.00		.00	154.81	54.25	12.68	28.26	15.31	.00	609.69
			.00	.00	875.00	875.00	875.00	875.00	875.00		
		\$875.00	\$0.00	\$0.00	\$154.81	\$54.25	\$12.68	\$28.26	\$15.31	\$0.00	\$609.69
2771 Council, David R	07/12/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
3232 Davis, Rebecca D	07/12/2024	1,857.70		.00	174.17	111.13	25.99	56.74	35.75	106.35	1,347.57
			.00	.00	1,756.55	1,792.55	1,792.55	1,756.55	1,756.55		
		\$1,857.70	\$0.00	\$0.00	\$174.17	\$111.13	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.57
10000 Finley, Christina L 0187	07/12/2024	2,322.11		.00	269.06	144.38	33.77	73.65	47.18	33.78	1,720.29
			.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	\$144.38	\$33.77	\$73.65	\$47.18	\$33.78	\$1,720.29
2393 Hayes, Chastina J	07/12/2024	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
3496 Hershman, Felicia J	07/12/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
10000 Hewett, John H 0251	07/12/2024	2,311.86		.00	197.45	130.23	30.46	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86	\$0.00	\$0.00	\$197.45	\$130.23	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.56	\$2,100.56	\$2,100.56	\$1,950.56	\$1,950.56		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/12/24 - 07/12/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	07/12/2024	2,301.92		.00	155.94	139.79	32.70	50.59	31.87	697.27	1,193.76
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.70	\$50.59	\$31.87	\$697.27	\$1,193.76
3306 Killion-Hanson, Anna	07/12/2024	4,507.15	\$0.00	.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.25
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15	\$0.00	\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.25
1516 Liford, Kenneth T	07/12/2024	1,896.31	\$0.00	.00	130.88	117.57	27.50	60.28	37.98	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	\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
2557 Radewan, Tonda L	07/12/2024	966.63	\$0.00	.00	.00	32.64	7.63	15.76	9.93	440.10	460.57
			.00	.00	526.53	526.53	526.53	526.53	526.53		
		\$966.63	\$0.00	\$0.00	\$0.00	\$32.64	\$7.63	\$15.76	\$9.93	\$440.10	\$460.57
1378 Sandweiss, Noah S	07/12/2024	2,307.69	\$0.00	.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
10000 Stong, Mary J 0471	07/12/2024	2,219.80	\$0.00	.00	204.01	125.87	29.44	64.77	40.81	350.24	1,404.66
			.00	.00	2,005.20	2,030.20	2,030.20	2,005.20	2,005.20		
		\$2,219.80	\$0.00	\$0.00	\$204.01	\$125.87	\$29.44	\$64.77	\$40.81	\$350.24	\$1,404.66
504 Swinney, Matthew P	07/12/2024	2,210.12	\$0.00	.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.48
			.00	.00	2,201.31	2,216.31	2,216.31	2,201.31	2,201.31		
		\$2,210.12	\$0.00	\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.48
2477 Toothman, Cody B	07/12/2024	2,210.11	\$0.00	.00	56.49	127.73	29.87	65.30	39.58	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	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
2305 Van Rooy, Angela L	07/12/2024	2,082.99	\$0.00	.00	113.04	129.15	30.20	60.82	38.32	224.25	1,487.21
			.00	.00	1,882.99	2,082.99	2,082.99	1,882.99	1,882.99		
		\$2,082.99	\$0.00	\$0.00	\$113.04	\$129.15	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.21
			\$0.00	\$0.00	\$1,882.99	\$2,082.99	\$2,082.99	\$1,882.99	\$1,882.99		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/12/24 - 07/12/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
728 Wright, Edward E	07/12/2024	1,751.00		.00	157.07	100.07	23.40	52.13	28.25	167.00	1,223.08
			.00	.00	1,614.01	1,614.01	1,614.01	1,614.01	1,614.01		
		\$1,751.00	\$0.00	\$0.00	\$157.07	\$100.07	\$23.40	\$52.13	\$28.25	\$167.00	\$1,223.08
			\$0.00	\$0.00	\$1,614.01	\$1,614.01	\$1,614.01	\$1,614.01	\$1,614.01		
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$39,176.75	\$0.00	\$0.00	\$3,133.82	\$2,293.51	\$536.40	\$1,142.56	\$706.45	\$4,138.97	\$27,225.04
			\$0.00	\$0.00	\$35,681.00	\$36,992.00	\$36,992.00	\$35,681.00	\$35,681.00		
Grand Totals		\$39,176.75	\$0.00	\$0.00	\$3,133.82	\$2,293.51	\$536.40	\$1,142.56	\$706.45	\$4,138.97	\$27,225.04
			\$0.00	\$0.00	\$35,681.00	\$36,992.00	\$36,992.00	\$35,681.00	\$35,681.00		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**

**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
7/12/2024	Payroll				39,176.75
					<u>39,176.75</u>

**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 \$ 39,176.75

**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 \_\_\_\_\_



**24-50**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDER 2 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, the RDC approved Change Order #1 in Resolution 24-18, which brought the total contract amount to \$365,152.00; and

WHEREAS, a need has arisen for additional work to remove transite piping found during demolition below 719 and 723 W. 1<sup>st</sup> Street; and

WHEREAS, City Staff and Renascent believe that change order 2 (“Change Order #2) to the Agreement is necessary and appropriate to an additional \$4,235.00; and

WHEREAS, the proposed Change Order #2, which is attached to this Resolution as Exhibit A, would modify the existing Agreement with Renascent from \$365,152.00 to \$369,387.00.

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 approved Change Order #2, attached to and incorporated into this Resolution as Exhibit A, and authorizes additional funding in an amount not to exceed \$4,235.00. The total amount authorized for the Agreement as amended shall not exceed \$369,387.00 unless further approved by the RDC.
3. The expiration date of that funding shall remain December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, Vice President

ATTEST:

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Sue Sgambelluri, Secretary

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Date





**HEADQUARTERS**  
6325 Digital Way, Suite 300  
Indianapolis, IN 46278  
Office: 317.533.7300  
Toll Free: 844.321.DEMO  
RenascentDemo.com

June 12, 2024

Attn: Mary Krupinski

RE: 719 and 723 W 1st Street

This letter serves as our PCO Request (002) "Removal of ACM Transite Pipe" for this project.

**Change Order Value: \$ 4,235.00**

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

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

Sincerely,

Anthony Larsen  
Project Manager

cc:  
Project Administration



City of Bloomington  
 Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018  
 End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,136,248.51
	\$37,824,734.40

Sources of funds:	Total: \$37,420,337.00 \$37,875,337.00
Consolidated TIF	\$31,000,000 \$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
READI Grant	\$19,000.00 \$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	<b>Consulting</b>	\$1,739,311.38	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 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$7,436,848.92 \$7,661,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

Redevelopment Commission Resolution 24-50

Exhibit B

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
7.	<b>Hopewell East</b>	<del>\$17,600,851.83</del> \$17,759,570.72	June 2021 – 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
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassidy 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.	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	<b>Ongoing Services</b>	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23



<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% 60% Design)</b>	<del>\$2,056,560</del> \$2,214,060	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	<del>\$606,640</del> \$794,140	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	<del>\$365,152</del> \$369,387	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
	<del>14b(ii) CO #2 – Hopewell South</del>	<del>\$4,235</del>	
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

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

**Resolution History:**

2018

- 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

2019

- 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

2020

- 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

2021

- 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

2022

- 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 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 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
  - 23-116 Approval of Project Review and Approval for 1<sup>st</sup> Street Reconstruction for Hopewell
- 2024
- 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
  - 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
  - 24-26 Repairs to Preserve Kohr Building for Redevelopment
  - 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
  - 24-35 Approval of Change Order Package #2 for the Hopewell East Project
  - 24-36 Approval of Hopewell West Secondary Plat
  - 24-38 Fifth Amendment to Agreement for Security Patrols
  - 24-41 Addendum to Agreement with VET for Environmental Services
  - 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
  - 24-49 Amended Project Review and Approval Form
  - 24-50 **Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)**
  - 24-51 Change Order Package #3 for Hopewell East

*To Be Completed by Redevelopment Commission Staff:*

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

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

**24-52**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED CONSTRUCTION BUDGET TEMPLATE AND AMENDED  
PROJECT REVIEW AND APPROVAL FORM FOR A REGIONAL ECONOMIC  
ACCELERATION AND DEVELOPMENT INITIATIVE (READI) GRANT FOR 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, in Resolution 23-04, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC to provide matching funds for the Regional Economic Acceleration and Development Initiative (READI) Grant for the construction of Jackson Street in the Hopewell redevelopment area (“Project”); and

WHEREAS, the City was awarded a READI grant in the amount of \$1,800,000.00 for the Project; and

WHEREAS, on March 20, 2023, in Resolution 23-29, the RDC approved the original READI Grant Agreement; and

WHEREAS, an Amended Construction Budget Template, attached to this Resolution as Exhibit A, was approved by the Indiana Economic Development Corporation on June 7, 2024; and

WHEREAS, 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 REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC 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 Amended Construction Budget Template, attached and incorporated into this Resolution as Exhibit A and the Amended Form, attached to this Resolution as Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, Vice President

ATTEST:

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Sue Sgambelluri, Secretary

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Date



## Construction Budget Template

\*Please edit only the cells in white

Summary	Source	Amount
	READI	\$ 1,800,000.00
	Public	\$ 5,039,130.00
	Private	\$ -
	Add'l Federal	\$ 2,919,646.00
	Add'l State	\$ -
	<b>Total</b>	<b>\$ 9,758,776.00</b>

Project Information	
Region	Bloomington
Project Name	Hopewell - Jackson St. Design and Construction
Submitted By (Name)	John Zody, City of Bloomington
Email Address	<a href="mailto:john.zody@bloomington.in.gov">john.zody@bloomington.in.gov</a>

Category	Activity	Sources					Total
		READI	Public	Private	Add'l Federal	Add'l State	
Construction	Roadway Construction	\$ 705,860.00	\$ -	\$ -	\$ -	\$ -	\$ 705,860.00
	Utilities	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00
	Construction Inspection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	Engineering & Design	\$ 606,640.00	\$ -	\$ -	\$ -	\$ -	\$ 606,640.00
	Additional engineering for 60% Infrastructure Plans	\$ 154,000.00	\$ -	\$ -	\$ -	\$ -	\$ 154,000.00
	Additional engineering for S Rogers St Improvements	\$ 33,500.00	\$ -	\$ -	\$ -	\$ -	\$ 33,500.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total by Category	(Match) Hopewell branding and marketing - consolidated TIF	\$ -	\$ 82,500.00	\$ -	\$ -	\$ -	\$ 82,500.00
	(Match) Purchase agreement w/ IU Health (partial) - consolidated TIF	\$ -	\$ 2,502,500.00	\$ -	\$ -	\$ -	\$ 2,502,500.00
	(Match) Master Planning Process - consolidated TIF	\$ -	\$ 410,000.00	\$ -	\$ -	\$ -	\$ 410,000.00
	(Match) 1st St. Reconstruction - consolidated TIF	\$ -	\$ 2,030,025.00	\$ -	\$ 2,919,646.00	\$ -	\$ 4,949,671.00
	(Match) Kohr Administration Redevelopment - consolidated TIF	\$ -	\$ 14,105.00	\$ -	\$ -	\$ -	\$ 14,105.00
	<b>Total by Category</b>	<b>\$ 1,800,000.00</b>	<b>\$ 5,039,130.00</b>	<b>\$ -</b>	<b>\$ 2,919,646.00</b>	<b>\$ -</b>	<b>\$ 9,758,776.00</b>
<b>Grand Total</b>	<b>\$</b>						<b>9,758,776.00</b>

**4/19/23 - Material Change:** Per the total contract value the new Construction Inspection total is \$68,360 and the Engineering & Design total is \$606,640  
**6/3/23 - Material Change:** READI funds will no longer pay for the Construction Inspection. These funds and a portion of the Roadway Construction line item funds were moved to add the line items 'additional engineering for 60% infrastructure plans' and 'additional engineering for S Rogers St Improvements'. After the design of the full Hopewell West (former IU Health Bloomington Hospital) a logical terminus of the section of South Jackson Street was identified based off of the design. This terminus location proposes that 240' of South Jackson Street be constructed rather than 350' as originally anticipated in the grant application. This terminus is where the flush curb section of the roadway begins south of the intersection with the future West University Street. West University Street is a planned urban greenway with pavers, park features, and art. Instead of constructing this additional 110' portion of South Jackson Street/West University Street, we are proposing to construct improvements to South Rogers Street just east of the Kohr Building project. These improvements include the installation of protected bike lanes and a new 10' wide multi-use path along the full length of the Hopewell West project. These upgrades will directly serve the new residents of the Kohr Building project and all future Hopewell residents by connecting them to the bus lines and bike lanes along 2nd Street (a project providing a new 10' path along 2nd Street is in progress), the Hopewell parking garage, downtown destinations, and the newly reconstructed 1st Street (in progress). In getting the final plat approved for Hopewell West (required for the South Jackson Street design and permitting) we had to develop the plans further than initially anticipated (30% to 60%). This incurred additional design fees of \$154,500. The S Rogers Street improvements will require an additional \$33,500 in design fees.

City of Bloomington  
 Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018  
 End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,136,248.51
	\$37,824,734.40

Sources of funds:	Total: \$37,420,337.00 \$37,875,337.00
Consolidated TIF	\$31,000,000 \$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
READI Grant	\$19,000.00 \$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	<b>Consulting</b>	\$1,739,311.38	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 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$7,436,848.92 \$7,661,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023



Redevelopment Commission Resolution 24-52

Exhibit B

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
7.	<b>Hopewell East</b>	<del>\$17,600,851.83</del> \$17,759,570.72	June 2021 – 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
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	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.	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	<b>Ongoing Services</b>	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23

<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (<del>30%</del> 60% Design)</b>	<del>\$2,056,560</del> \$2,214,060	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	<del>\$606,640</del> \$794,140	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	<del>\$365,152</del> \$369,387	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
	14b(ii) CO #2 – Hopewell South	\$4,235	2024
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

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

**Resolution History:**

2018

- 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

2019

- 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

2020

- 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

2021

- 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

2022

- 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 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 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
  - 23-116 Approval of Project Review and Approval for 1<sup>st</sup> Street Reconstruction for Hopewell
- 2024
- 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
  - 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
  - 24-26 Repairs to Preserve Kohr Building for Redevelopment
  - 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
  - 24-35 Approval of Change Order Package #2 for the Hopewell East Project
  - 24-36 Approval of Hopewell West Secondary Plat
  - 24-38 Fifth Amendment to Agreement for Security Patrols
  - 24-41 Addendum to Agreement with VET for Environmental Services
  - 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
  - 24-49 Amended Project Review and Approval Form
  - 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
  - 24-51 Change Order Package #3 for Hopewell East
  - 24-52 **Amended READI Grant Agreement for Hopewell West**
  - 24-53 **Amended Preliminary Design Agreement for Hopewell West**

To Be Completed by Redevelopment Commission Staff:

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

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

# REGIONAL ECONOMIC ACCELERATION AND DEVELOPMENT INITIATIVE GRANT

## CONTRACTOR AGREEMENT

**THIS CONTRACTOR AGREEMENT** (“**Agreement**”) is entered into as of March 20, 2023 (“**Effective Date**”), by and between the **REGIONAL OPPORTUNITY INITIATIVES, INC.** (“**ROI**”) and the **CITY OF BLOOMINGTON, INDIANA** (“**Contractor**”).

**WHEREAS**, ROI has entered into a Grant Agreement with the Indiana Economic Development Corporation (the “**IEDC**”) (the “**Grant Agreement**”), attached hereto as **Exhibit A**, for the purposes of administering the Coronavirus State Fiscal Recovery Funds that ROI receives from the federal government (“**Funds**”).

**WHEREAS**, ROI has contracted with Contractor to perform the work described in Contractor’s Consolidated Project Report, attached hereto as **Exhibit B**, which consists of completing the work more commonly known as Project Hopewell: Jackson Street Design & Construction on the real property described on **Exhibit H**, which is attached hereto and made part hereof, at the price described on **Exhibit C**, which is attached hereto and made a part hereof (“**Work**”), and ROI wishes to provide Funds to Contractor to perform the Work.

**WHEREAS**, Contractor often supplies goods or performs services of a similar nature to the Work as part of its normal business operations.

**WHEREAS**, pursuant to the Grant Agreement, ROI has requested and received approval of Funds for the Work from the IEDC, in accordance with the Claim Form (as hereinafter defined) in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (“**Work Funds**”).

**WHEREAS**, Contractor requests that Work Funds be obtained and disbursed to Contractor for Contractor’s performance of the Work pursuant to the terms and conditions of this Agreement.

**WHEREAS**, ROI agrees to disburse Work Funds in accordance with this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM OF AGREEMENT**. This agreement shall be effective upon the Effective Date and shall remain in full force and effect, unless sooner terminated in accordance with the terms herein or otherwise extended by the terms hereof, until the later of December 31, 2026, or Contractor’s completion of the Work (the “**Expiration Date**”).

2. **CONTRACTOR INFORMATION.**

- a. Contractor's unique entity identifiers are: NYDCLK4KJDG
- b. If applicable, Contractor represents and warrants that its indirect cost rate, as defined in 2 CFR § 200.414, as amended, for sub-grants is \$0.00. Such information may be transmitted to the IEDC by ROI and the IEDC may post such information to the Grant Management Tool. Indirect costs will not be paid unless expressly and separately consented to by ROI and the IEDC.
- c. Contractor represents and warrants that it is eligible to receive the Work Funds and that the information set forth in the Claim Form is complete and accurate.
- d. Contractor represents, as applicable, that it is currently in compliance with and shall remain in compliance with 2 CFR Part 25, requiring registration in the federal System for Award Management (SAM.gov), as amended from time to time, and 2 CFR Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.

3. **WORK CLAIM FORM.**

- a. Prior to the execution of this Agreement, the application submitted by Contractor was used by ROI to create the Claim Form ("**Claim Form**") for submittal to the IEDC. The Claim Form was approved by ROI, submitted to the IEDC, and approved by the IEDC for the Work. The IEDC approval letter to the Contractor is attached hereto as **Exhibit D** and made a part hereof. This Agreement shall only be entered into after approval of the Claim Form by the IEDC. All elements required by 2 CFR § 200.332(a) shall be expressly or implicitly included herein.
- b. Contractor shall immediately repay all Work Funds upon notice from the IEDC or ROI that Contractor (i) was ineligible to receive Funds; (ii) made any misrepresentation in this Agreement, the Claim Form, or any other documentation presented to the IEDC or ROI; or (iii) if Contractor performs the Work in any manner contrary to or inconsistent with the Grant Agreement, this Agreement, or the Claim Form.

4. **DISBURSEMENT OF WORK FUNDS.** To receive payment, Contractor shall submit a Grant Payment Request Form ("**Payment Request**"), attached hereto as **Exhibit E** and made a part hereof, and ROI will review and approve the Payment Request submitted by Contractor for Work Funds. Following ROI's review, such Payment Request shall be reviewed and approved by the IEDC.

- a. Payment Requests must be submitted to ROI within twenty-five (25) calendar days following the end of the month in which Work was performed. The IEDC and ROI have the discretion and reserve the right to

not pay any claims submitted later than sixty (60) days following the end of the month in which the services were provided. All final payment requests and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of ROI and the IEDC, be denied. Payment Requests should be submitted on a monthly basis unless otherwise instructed by ROI or the IEDC. Work Funds that have been advanced and are unexpended at the time that the final claim is submitted shall be returned to the State (as defined herein).

- b. Payment Requests must be submitted with accompanying supportive documentation, as designated by the IEDC and/or ROI. Payment Requests submitted without required documentation will be returned to Contractor and not processed for payment. Failure to correct any such issues may result in the denial of a claim for payment.
- c. Each Payment Request shall be deemed a certification by Contractor that, as of the date of such Payment Requests, all representations and warranties contained in this Agreement are true and correct and Contractor is in compliance with all the provisions of this Agreement.
- d. Prior to submitting the Payment Request, Contractor shall deliver to ROI, as applicable, including, but not limited to:
  - i. fully executed copies of any requested, applicable contracts; and
  - ii. corporate documentation reasonably satisfactory to ROI establishing Contractor's organizational existence and authority, as well as establishing the authority of the signatory below to execute this Agreement.
- e. ROI's obligation to approve payment and consent to disbursement of the Work Funds under this Agreement shall be subject to:
  - i. satisfaction of all requirements of Section 4(d);
  - ii. the Work being materially compliant with the timeline provided in the Claim Form, evidence of which Contractor may be required to furnish to the IEDC and/or ROI;
  - iii. the IEDC and/or ROI's determination that Contractor's performance to date conforms with the Work, such determination being made through inspection of the site, Work records, and/or other review, as deemed necessary by the IEDC and/or ROI; and
  - iv. if applicable, certification by an engineer, architect, or other qualified inspector acceptable to ROI that the Work has complied

with all applicable plans, specifications, statute, ordinances, codes, regulations, and other similar requirements as set forth in the construction documents, Claim Form, Payment Request, and this Agreement.

- f. Disbursement of Work Funds for the Work shall be made within forty (40) days of the IEDC's approval of the Payment Request. Unless required by IC § 4-13-2-14.8, as amended from time to time, all payments may be by direct deposit by electronic funds transfer to the financial institution designated by Contractor in writing or by check.
- g. Contractor shall provide notice to ROI when the Work is completed. ROI will subsequently notify the IEDC. ROI and/or the IEDC shall review the Work and shall issue a letter of completion to Contractor to acknowledge the Work completion.

5. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR.** Contractor shall complete the Work in compliance with the provisions of this Agreement, the approved Claim Form, the Grant Agreement, and the federal and State laws. In exchange for receipt of the Work Funds for the Work, Contractor also agrees to comply with the following:

- a. Compliance with Grant Agreement. Contractor shall comply with any and all applicable terms, provisions, conditions, and restrictions contained in the Grant Agreement.
- b. Documentation. Contractor shall provide ROI with any information or documentation regarding any contracts, accountings, agreements, or similar documents with other parties relating to this Agreement, including any subcontract agreements, interlocal memorandums of understanding, agreements with other state agencies, and developer specifications. Contractor shall provide notice to ROI of any material changes to these contracts, agreements, or similar documents. Contractor shall submit the materially changed contracts, agreements, or similar documents to ROI.
- c. Contractor's Contractors. Contractor understands and agrees that Contractor and any of its contractors and/or subcontractors are solely responsible for the selection of vendors, contractors, subcontractors, other Contractors, and similar parties for the performance of the Work. ROI has no responsibility for selecting a vendor, contractor, subcontractor, other Contractor, or similar party for the performance of the Work, regardless of whether ROI has listed the vendor, contractor, subcontractor, or similar party on the Claim Form. ROI shall not be bound by any contracts or agreements of Contractor unless otherwise agreed to by ROI in writing.
- d. Further Assurances. Contractor shall, from time to time, execute and deliver all other documents and instruments and do all things and acts as ROI



reasonably deems necessary to comply with the Grant Agreement or carry out, better evidence, or perfect the full meaning of this Agreement.

- e. Compliance with Audit and Reporting Requirements; Maintenance of Records.
    - A. If requested, Contractor shall submit to an audit by the State, or its authorized designee, of funds paid through the Grant Agreement and/or this Agreement and shall make all books, accounting records, and other documents available at all reasonable times during the later of the Grant Agreement or this Agreement and for a period of five (5) years after the final payment for inspection by the IEDC or its authorized designee. Contractor shall furnish one (1) copy to ROI at no cost.
    - B. If Contractor is a non-governmental unit, Contractor shall file the Form E-1 annual financial report if required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this Section must comply with the State Board of Accounts (“SBA”) Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>, as amended from time to time.
  - f. Closeout of Grant. Contractor shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time.
  - g. Compliance with Federal Law. Contractor shall remain in compliance with, as applicable, the federal statutes and regulations at 2 CFR § 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles, including but not limited to Subparts A-E. By submitting a claim, Contractor certifies to the IEDC and ROI that all payment claims are allowable, allocable, and reasonable in accordance with 2 CFR § 200.403 and the other cost principles in Subpart E of Part 200, all as amended from time to time.
6. **WORK COMPLETION ACCORDING TO CLAIM FORM.** Contractor has furnished to ROI all agreements, plans, drawings, and specifications, if not provided as part of the Claim Form, in connection with the Work and in accordance with which Contractor is to perform the Work. Additional documents that were not a part of the Claim Form are attached as **Exhibit F** to this Agreement and made a part hereof. Contractor shall provide ROI with any additional agreements, plans, drawings, and specifications entered into after the Effective Date and all amendments to any originally supplied or later provided agreements, plans,

drawings, and specifications. Contractor shall provide all such agreements, plans, drawings, and specifications and amendments thereto to ROI within five (5) days of entering into such agreements, plans, drawings, specifications, or amendment. It is intended that the Claim Form includes everything required and necessary to complete the Work properly, even though certain minor items are not mentioned. All work, when finished, shall be in a complete and undamaged state. Unless otherwise set forth in this Agreement, Contractor shall not undertake any Work that is not a part of the approved Claim Form. The Work is to be made complete in accordance with the Claim Form and to the reasonable satisfaction of ROI, notwithstanding any minor omissions in the plans, drawings, or specifications.

7. **MATERIAL CHANGE.** Contractor shall provide notice to ROI of any material changes to the Work. A material change occurs when there is any of the following: (i) an increase in the total cost of the Work of five percent (5%) or more and which, as a result of that increase, would require additional Work Funds for the Work, (ii) any change that impacts ten percent (10%) or more of the total Cost of the Work, or (iii) change in the nature of the Work from Contractor's submission on the approved Payment Request ("**Material Change**"). ROI shall not be obligated to provide any additional Work Funds, regardless of the increase in the total cost of the Work. After receipt of notice of a Material Change, ROI will notify the IEDC to determine if an amended Payment Request is required to proceed with the Work. Notwithstanding any other remedy herein, in the event that Work Funds have been disbursed to Contractor and the IEDC and/or ROI reasonably determines the Work is becoming unviable for some reason, including due to a Material Change, or either party reasonably determines Work Funds have or will be used in a manner not permitted by this Agreement or the Grant Agreement, Contractor shall cease any further expenditure of Work Funds for the Work until such time as the parties reach an agreement in writing on how to proceed.
8. **RESTRICTIONS OF WORK FUNDS.** Contractor represents and warrants that any Work Funds it receives are for its completion of the Work permitted by this Agreement. Contractor shall promptly notify ROI of any suspected failure to use the Work Funds in accordance with this Agreement. Upon such notification, ROI and Contractor shall work together to resolve the concerns. In the event that ROI determines that there has been a failure to use Work Funds in accordance with this Agreement and said concerns cannot be immediately resolved, ROI will act in accordance with Sections 13 and 14 of this Agreement, unless other remedies are required under the Grant Agreement.
9. **WORK.** Contractor shall furnish all labor, supervision, materials, temporary structures, scaffolding, equipment, tools, and appliances of any sort which are necessary to complete the Work. All construction equipment shall be of adequate size and capacity to safely and efficiently handle the work for which it is used. Contractor shall also satisfy all materials, labor, and standards programs.
10. **COMPLIANCE WITH LAWS.**

- a. Contractor agrees to comply with, and to and work together with ROI to comply with, all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions, including but not limited to federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedures implemented by the IEDC for administration of the program. All such materials required thereby to be included herein are hereby incorporated by reference. Contractor shall be solely responsible and agrees to obtain all necessary permits and licenses required for the Work and shall be responsible for the payment of any required fees. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the IEDC, ROI, and Contractor to determine whether the provisions of this Agreement require formal modification.
  
- b. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC, as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.*, and the regulations promulgated thereunder. **If Contractor has knowledge, or would have acquired knowledge with reasonable inquiry that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to execution of this Agreement.** If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit Inspector General's website at <http://www.in.gov/ig>. If Contractor or its agents violate any applicable ethical standards, the IEDC and/or ROI may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under IC § 4-2-6, IC § 4-2-7, IC § 35-44.1-1-4, and under any other applicable laws.
  
- c. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor or the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears on the face hereof. **Furthermore, if the undersigned has knowledge that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Work, Funds, or Work Funds, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5, all as amended from time to time.**

- d. Contractor represents and warrants that it and any contractors performing the Work will obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, and regulations in performance of work activities related to the Work. In the event that Contractor breaches this covenant, ROI may immediately suspend or terminate the Agreement.
- e. Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- f. If the IEDC or ROI is asked by the SBA or any agency or instrumentality of the federal government to repay any Work Funds that the IEDC or ROI have disbursed to Contractor, Contractor shall, within thirty (30) days, reimburse those funds to the IEDC or ROI.
- g. As required by IC § 5-22-3-7, as amended from time to time:
  - i. Contractor certifies that:
    - A. Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - 1. IC § 24-4.7 [Telephone Solicitation Of Consumers];
      - 2. IC § 24-5-12 [Telephone Solicitations]; or
      - 3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law, all as amended from time to time; and
    - B. Contractor will not violate the terms of IC § 24-4.7 for the duration of this Agreement, even if IC § 24-4.7 is preempted by federal law, as amended from time to time.
  - ii. Contractor certifies that an affiliate of Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate of Contractor, except for de minimis and nonsystematic violations,
    - A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty five (365) days, even if IC § 24-4.7 is preempted by federal law, as amended from time to time; and

- B. will not violate the terms of IC § 24-4.7 for the duration of this Agreement, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time.
  - h. Contractor shall complete and return the Information and Questionnaire, attached as **Exhibit G** and incorporated fully herein, prior to receiving any Work Funds.
  - i. Notwithstanding anything herein to the contrary, any obligation, duties, or compliance responsibility attributed to Contractor in this Agreement shall rest fully and solely with Contractor and not be an obligation, duty, or compliance responsibility of ROI or any agent of ROI.
11. **RISK OF LOSS AND INSURANCE.** The Work shall be under the charge and control of Contractor and all risks of loss or damage in connection therewith and the materials, supplies, and equipment to be used therein shall be borne exclusively by Contractor. Contractor shall maintain, at Contractor's own expense, insurance coverages insuring Contractor, Contractor's employees, agents, and designees, and the indemnitees, as required herein in commercially reasonable amounts, which insurance shall name ROI as an additional named insured and shall incorporate a provision requiring the giving of written notice to ROI at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States Certified Mail. If Work funds will be used for building or construction related costs, Contractor shall also maintain Builder's Risk Insurance in an amount at least equal to the projected completion value of the project for which the Work is being performed. All deductibles of any policy of insurance to be purchased by Contractor hereunder shall be borne by Contractor. Contractor shall submit valid certificates in form and substance satisfactory to ROI evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies.
12. **INDEMNITY.** Contractor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS ROI and its officers, employees, and agents from any and all damages, losses, claims, demands, suits, liabilities, penalties, or forfeitures of every kind and nature (collectively "**Claims**"), including but not limited to reasonable attorneys' and experts' fees and expenses and other costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of bodily and other personal injuries to or deaths of persons; damages to tools or equipment owned or leased by Contractor; damages to other property; the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment; violations of any applicable laws; or infringement of patent, copyright, trademark, trade secret, or other property right to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, contractors, subcontractors, or other representatives or otherwise arising out of, directly or indirectly relating to, or in connection with the performance of this Agreement, the Work or otherwise, whether suffered directly by ROI or indirectly by reason of third party claims, demands, or suits. This

obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement and shall apply whether or not it is alleged that ROI or IEDC in any way contributed to the Claims or is liable due to a nondelegable duty, however Contractor shall not be responsible for any Claims which are caused by the sole negligence or sole willful misconduct of ROI where such is contrary to law. The indemnification obligation under the Agreement may not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any contractors, subcontractors, or materialmen under worker's or workmen's compensation acts, disability benefit acts, or other employee benefits acts. Without limiting the generality of the foregoing, the indemnity herein shall include all Claims arising out of personal injury, death, or damage to personal property of Contractor or its contractors or subcontractor's employees, agents, licensees, or invitees or to any other persons, whether based upon or claimed to be based upon, statutory, contractual, common law, tort (including but not limited to negligence, fraud, conversion, intentional tort or other common law tort), or other liability of Contractor, Contractor's representatives, employees, contractors, subcontractors, material men or suppliers or any other persons.

13. **LIENS**. Contractor shall make prompt payments to all persons who have done work or furnished materials for Contractor's performance of the Work and shall, from time to time upon demand, furnish satisfactory evidence to ROI that such persons are entitled to no further compensation. In the event a lien shall be filed against the Work by any person who has done work or furnished materials for or in the performance of Contractor or its representatives work, Contractor shall, at its expense, upon demand of ROI, take all necessary action, by bond or otherwise, to cause any such lien to be release or discharged therefrom, and Contractor shall fully indemnify ROI against any loss or expense in connection therewith, including reasonable expert and attorneys' fees incurred by ROI.
14. **SUSPENSION**. Contractor certifies that it has verified the suspension and debarment status for all subcontractors, vendors, and other lower tier subrecipients receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Contractor shall immediately notify ROI if it or any subcontractor becomes debarred or suspended and shall, at the State's request, take all steps required by the IEDC and/or ROI to terminate its contractual relationship with the subcontractor for work to be performed on the Work. ROI reserves the right to immediately suspend, in whole or in part, this Agreement for the appearance of an actual or potential violation of this Agreement or any relevant provision of federal or state laws, rules, or regulations.
15. **TERMINATION**.
  - a. **Termination for Breach**.
    - i. Failure of Contractor to complete the Work in accordance with this Agreement may be considered a material breach and shall entitle

ROI to suspend disbursements associated with the Work and suspend Contractor's participation in ROI's programs, if applicable, until such time as all material breaches are cured to ROI's satisfaction.

- ii. Contractor warrants it will complete the Work in accordance with the Grant Agreement and this Agreement. Breach of this warranty shall entitle the IEDC to suspend payment of the Work Funds and Contractor's receipt of any Funds.
- iii. If the IEDC and/or ROI are subject to any fine, penalty, or fee as a result of Contractor's improper receipt of the Work Funds or performance of the Work, Contractor shall fully reimburse the IEDC and ROI for any incurred expense.

b. Termination for Convenience. In the event the Grant Agreement shall be terminated by the IEDC or ROI, for any reason, this Agreement shall also terminate. Contractor shall be compensated for completion of the Work properly performed prior to the effective date of the termination. ROI shall not be liable for Work performed after the effective date of the termination.

c. Opportunity for Hearing. In all instances of termination for breach or for convenience, Contractor will be provided notice and an opportunity for a hearing according to 2 CFR §§ 200.340 through 200.343, as amended from time to time.

16. **FUNDING CANCELLATION**. As required by Fiscal Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written determination that Funds and/or Work Funds are not appropriated or otherwise available to support the continuation or performance of this Agreement or the Grant Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that Funds and/or Work Funds are not appropriated or otherwise available to support the continuation of performance of the Work or Grant Agreement shall be final and conclusive and this Agreement shall immediately terminate.

17. **DRUG-FREE WORKPLACE CERTIFICATION**. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, as amended from time to time, Contractor, if it has employees, hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to ROI and the IEDC within ten (10) days after receiving actual notice that Contractor, or an employee of Contractor in the State of Indiana (the "State"), has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of disbursements under this Agreement, termination of this Agreement, and/or debarment of grant opportunities with the IEDC, ROI, and/or the State for up to three (3) years. In addition to the

provisions of this Section, if the total amount set forth in this Agreement is in excess of \$25,000.00, Contractor certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform its employees of (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subsection (a) above that, as a condition of continued employment, the employee will: (i) abide by the terms of the statement; and (ii) notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying ROI in writing within ten (10) days after receiving notice from an employee under subdivision (c)(ii) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subsection (c)(ii) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; or (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

18. **EMPLOYMENT ELIGIBILITY VERIFICATION**. If required by IC § 22-5-1.7, as amended from time to time, if Contractor has employees, Contractor swears or affirms under the penalties of perjury that:

- a. Contractor has enrolled and is participating in the E-Verify program;
- b. Contractor has provided documentation to ROI and/or the IEDC that it has enrolled and is participating in the E-Verify program;



- c. Contractor does not knowingly employ any unauthorized aliens; and
- d. Contractor shall require its subcontractors who perform work related to the Work to certify to Contractor that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. Contractor shall maintain this certification throughout the duration of the term of any contract with a contractor.

ROI may terminate this Agreement for default if Contractor fails to cure a breach of this Section no later than thirty (30) days after being notified by the State.

19. **NONDISCRIMINATION.**

- a. Pursuant to IC § 22-9-1-10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that it shall not discriminate against any employee or applicant for employment related to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of the employee or applicant's race, color, religion, sex, age, disability, national origin, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law.
- b. Contractor understands that the IEDC and ROI are recipients of federal funds and, therefore, where applicable, Contractor and its subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246, as amended by Executive Order 13672, all as amended from time to time.
- c. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

20. **DEBARMENT.** Contractor represents, warrants, and certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or any department, agency, or political subdivision of the State. The term "principal" for the purposes of this Agreement shall mean any officer, director or member.

21. **NOTICES.** All notices to be given under this Agreement shall be in writing, and shall be deemed to have been given and served when delivered in person, by Federal

Express, UPS, or similar overnight carrier, or by United States mail, postage pre-paid to the addressee at the following addresses:

ROI: Regional Opportunity Initiatives, Inc.  
Attn: Tina Peterson  
100 S. College Avenue, Suite 240  
Bloomington, IN 47404  
email: [readi@regionalopportunityinc.org](mailto:readi@regionalopportunityinc.org)

Contractor: City of Bloomington – HAND  
Attn: John Zody, Director  
401 N Morton Street, Suite 130  
Bloomington, IN 47404  
email: [john.zody@bloomington.in.gov](mailto:john.zody@bloomington.in.gov)

Any party may change its mailing address by serving written notice of such change and of such new address upon the other party.

22. **WORK MONITORING.** The IEDC and/or ROI may conduct on-site or off-site monitoring reviews of the Work during the term of the Grant Agreement and for up to ninety (90) days after the later of the expiration of the Grant Agreement or the Expiration Date. The IEDC and ROI shall not be required to provide Contractor advance notice of such monitoring reviews. Failure to comply with this Section may allow ROI to suspend or terminate this Agreement. Contractor shall extend to the IEDC and ROI and their authorized designees Contractor's full cooperation and give full access to the Work sites and relevant documentation for the purposes of determining, among other things:
- a. Whether Work activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC and ROI, and the terms of the Grant Agreement and this Agreement; and
  - b. That Contractor is making timely progress with the Work and that its management, methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this Agreement and are fully and accurately reflected in Work reports submitted to the IEDC and/or ROI.
23. **DISCLOSURE OF PUBLIC RECORDS.** Contractor acknowledges that the IEDC and ROI will not treat this Agreement as containing confidential information. Use by the public of the information contained in this Agreement shall not be considered an act by the State. Confidential financial information and other information that Contractor desires to be withheld from disclosure in accordance with the Indiana Access to Public Records Act should be submitted in a separate addendum clearly designated by Contractor as confidential. Contractor shall also allow ROI to distribute public information, data, or statistics that ROI collects on the Work to third parties.

24. **PUBLIC RELATIONS AND MARKETING.** All external facing communications related to the Grant Agreement and this Agreement, including marketing, public relations, and social media materials and content, shall be developed in consultation with the IEDC and ROI and shall receive written approval from the IEDC and ROI prior to publication. Communications should include appropriate reference to the IEDC and ROI as an investor, partner, and/or sponsor, as applicable, of the program or initiative, including the use of the IEDC and ROI logos and the IEDC and ROI social media tags and reference to the IEDC and ROI social media accounts. All communications required under this paragraph shall be sent to ROI at [betsytrozke@regionalopportunityinc.org](mailto:betsytrozke@regionalopportunityinc.org). Upon approval by ROI, the communications will be forwarded to the IEDC for the IEDC's approval.
  
25. **USE OF THE IEDC AND ROI NAME.** ROI and IEDC have not granted any rights to use their name, trademark, intellectual property, or logos. Contractor shall not use the IEDC's or ROI's name or intellectual property, including IEDC or ROI trademarks or logos, in any manner, including commercial advertising or as a business reference, without the prior written consent of the IEDC or ROI. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC or ROI shall have the right of review and approval of the use, disclosure, and the finished product prior to publication. All such requests from Contractor must be made in writing and delivered to ROI for approval at its sole discretion. Any requests by Contractor for the use of the IEDC name or intellectual property shall be first submitted to ROI who shall work with the IEDC regarding review and approval.
  
26. **ASSIGNMENT.** ROI shall have the right to unilaterally assign its rights to recover Funds and/or Work Funds and delegate its rights under this Agreement to the IEDC. In such event, ROI shall provide advance notice to Contractor of such unilateral assignment and delegation. THE PARTIES AGREE THAT IN NO EVENT SHALL THIS PROVISION BE VOIDED OR CONSTITUTE A MATERIAL BREACH AS SIGNATURE TO THIS AGREEMENT SHALL CONSTITUTE THE PARTIES' CONSENT TO ROI'S UNILATERAL ASSIGNMENT AND DELEGATION TO THE IEDC. Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or any part hereof, to any person, company, or corporation, without the prior written consent of ROI.
  
27. **GOOD FAITH ASSURANCES.** The parties to this Agreement shall in good faith undertake to perform their obligations under this Agreement, to satisfy all conditions, and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement and thereafter, each party shall do such things as may be reasonably requested by the other party hereto in order more effectively to consummate or document the transactions contemplated by this Agreement.

28. **MISCELLANEOUS.**

- a. The headings in this Agreement are intended solely for reference and will be given no effect in the construction or interpretation of this Agreement.
- b. The parties agree that this Agreement, including any attached exhibits and/or attachments, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof.
- c. This Agreement may not be altered or amended except in writing, signed by authorized representatives of ROI and Contractor.
- d. No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.
- e. If any paragraph, term, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions, and provisions will remain in full force and effect.
- f. This Agreement shall be governed in accordance with the laws of the State of Indiana without regard to its conflicts of laws rules. The venue for disputes hereunder shall be exclusive to state courts of Dubois County, Indiana and federal courts located in the Southern District of Indiana.
- g. Contractor shall be responsible for providing all legally required unemployment and workers' compensation insurance for its employees, if any.
- h. Unless otherwise terminated or modified as expressly permitted hereunder, this Agreement shall remain in force during the term of this Agreement. Notwithstanding anything contained herein to the contrary, provisions of this Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the Expiration Date shall survive until their purposes are fulfilled.
- i. This Agreement may be executed through an original or electronically, and in duplicate or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement.


- j. Any information technology related products or services purchased, used, or maintained through this Agreement must be compatible with the principles and goal contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 USC 794d), as amended from time to time. The federal Electronic and Information Technology Accessibility Standards can be found at: <https://www.access-board.gov/ict.html>.
- k. If “Contractor” refers to more than one entity, each entity shall be jointly and severally responsible to satisfy the obligations under this Agreement. In the event of a default, all Contractor entities are jointly and severally liable for the obligations in this Agreement, irrespective of which entity caused the default.
- l. Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including the employees, or other contractors of Contractor.
- m. This Agreement was reviewed and/or revised by legal counsel for ROI and Contractor, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- n. Nothing in this Agreement is intended to preclude or limit ROI’s ability to seek remedies available at law or in equity against Contractor in respect to claims of mismanagement, misappropriation, fraud, concealment, or similar claims of disbursed Work Funds.
- o. The parties acknowledge and agree that the recitals contained in the preamble of this Agreement are true and correct and are incorporated into this Agreement by this reference.

*[Signatures on Following Page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Contractor Agreement to be executed as of the date first written above.

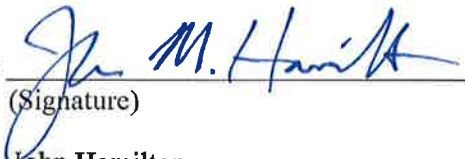
**ROI:**

**REGIONAL OPPORTUNITY INITIATIVES,  
INC.**

By:   
Tina Peterson, President and CEO

**CONTRACTOR:**

**CITY OF BLOOMINGTON, INDIANA**

By:   
(Signature)  
John Hamilton  
\_\_\_\_\_  
(Printed)  
Mayor  
\_\_\_\_\_  
(Title)

Index of Exhibits:

Exhibit A	Grant Agreement
Exhibit B	Consolidated Project Report
Exhibit C	Work Budget
Exhibit D	IEDC Approval Letter
Exhibit E	Grant Payment Request Form
Exhibit F	Additional Plans and Specifications
Exhibit G	Information and Questionnaire
Exhibit H	Legal Description

## GRANT AGREEMENT

This Grant Agreement (the “Grant Agreement”), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “IEDC”) and **REGIONAL OPPORTUNITY INITIATIVES, INC.** (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### 1. Purpose of this Grant Agreement; Funding Source.

IEDC is a pass-through subrecipient of federal monies granted from Coronavirus State Fiscal Recovery Funds to the State of Indiana (the “Federal Program”). The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$30,000,000.00 (the “Grant”) to the Grantee, a lower tier subrecipient under the Federal Program, for Eligible Costs (as herein defined) to implement programs as outlined in the Grantee’s grant application (the “Plan”) including awards (“Sub-Grants”) to other public and private entities (“Subrecipient(s)”) for the performance of a service or project (individually a “Project” collectively the “Projects”) as described in **Exhibit A** to this Grant Agreement, which is incorporated fully herein and which may be amended from time to time. The Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The Grant received by the Grantee pursuant to this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

#### A. Grant Information:

- (1) Assistance listing (CFDA) number: 21.027
- (2) Assistance Listing Title: Coronavirus State and Fiscal Recovery Funds
- (3) Federal Award Name: Coronavirus State Fiscal Recovery Funds (SLFRF)
- (4) Federal Award Identification Number: N/A
- (5) Federal Award Date: March 11, 2021
- (6) Name of Federal Agency: U.S. Department of the Treasury
- (7) Subrecipient unique entity identifier(s): 78EN2D47QM49
- (8) If applicable to a Subrecipient, Grantee shall require any such Subrecipient to provide their indirect cost rate, as defined in 2 CFR § 200.414, as amended from

time to time, for Sub-Grants. Such information shall be posted to the Grant Management Tool at the direction of the IEDC.

(9) “**Eligible Costs**” are defined as:

a. **Statutory Uses:**

- i. To respond to the COVID-19 public health emergency or its negative economic impacts.
- ii. To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
- iii. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and/or
- iv. To make necessary investments in water, sewer, or broadband infrastructure.

b. “**Administrative Uses**”. Administrative Uses shall include but are not limited to project support costs, Grant management, Grant compliance, office personnel, legal fees subject to the limitations of 2 CFR §§ 200.435 and 200.441, accounting fees, audit fees and all other administrative costs not specifically prohibited by this Grant Agreement.

(10) **Closeout of Grant:** The IEDC and Grantee shall comply with all applicable administrative actions and work required by 2 CFR § 200.344, as amended from time to time.

## **2. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the IEDC that it is eligible to receive Grant funds and that the information set forth in its Plan is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Plan or used funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement.
- B. If Grant funds are awarded to a Subrecipient, Grantee shall require each Subrecipient to represent and warrant to the Grantee that it is eligible to receive the Grant funds and that the information set forth in its Claim Form (as herein defined) is complete and accurate. The Grantee agrees to diligently pursue the repayment of all funds paid to said Subrecipient should it be determined that it was ineligible to receive the funds,



made any misrepresentation on its Claim Form or used Grant funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement or the Claim Form.

- C. The Grantee represents, as is applicable, that it is currently in compliance with and shall remain in compliance with 2 C.F.R. Part 25, requiring registration in the federal System for Award Management (SAM.gov) as amended from time to time, and 2 C.F.R. Part 170, requiring reporting of subaward and executive compensation information, as amended from time to time.

### 3. Grant Funding.

- A. The IEDC shall fund this Grant in the amount of \$30,000,000.00.
- B. The Grantee agrees that local and private dollars will be expended by the Grantee and Subrecipients for projects funded by this Grant at the minimum of a 4:1 ratio to Grant dollars provided under this Grant Agreement by the completion of the Plan. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant dollars to local public funding by the completion of the Plan. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Grantee must provide evidence of compliance with this paragraph 3(B) upon completion of the Plan in a format designated by the IEDC.
- C. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the IEDC and this Grant Agreement has been fully approved by the State of Indiana (the "State").
- D. The Grantee shall remain in compliance with the federal statutes and regulations at 2 C.F.R. 200 *et seq.*, the Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, including but not limited to Subparts A-F, as required by the Grant. By submitting a claim under Paragraph 6, the Grantee certifies to the IEDC that all payment claims are allowable, allocable, and reasonable in accordance with 2 C.F.R. 200.403 and the other cost principles in Subpart E of Part 200, as all are amended from time to time.

### 4. Term.

- A. This Grant Agreement is effective January 1, 2022 and shall remain in effect through December 31, 2026 ("**Expiration Date**"). The term of this Grant Agreement may be extended upon the written agreement of the parties and as permitted by State or federal laws governing this Grant.
- B. Grant funds must be obligated by December 31, 2024 ("**Grant Obligation Date**") and may continue to be liquidated through December 31, 2026. On or before June 1, 2023, a plan must be submitted to the IEDC detailing how all currently unobligated

funds will be obligated by the Grant Obligation Date. If Grantee is not able to obligate funds by the Grant Obligation Date, the IEDC may reallocate Grant funds.

- C. Project Claim Forms, as further defined in Paragraph 5 below, must be submitted to the IEDC for approval by June 30, 2023, unless an extension of time has been granted in writing.
- D. The Grantee shall have sixty (60) days following to the Expiration Date to submit all final claims for disbursement of Grant funds under this Grant Agreement.
- E. Any provisions which, by their nature, are intended to apply after the termination of this Grant Agreement shall survive the termination of the Grant Agreement until their purposes are fulfilled.

**5. Implementation of and Reporting on the Plan.**

- A. The Grantee shall be solely responsible for carrying out all planning and coordination activities necessary to distribute Grant funds and implement those Projects selected from the Plan in accordance with this Grant. Modification of the Plan shall require prior written approval of the IEDC, which approval shall not be unreasonably withheld or delayed.
- B. For each Project for which the Grantee requests disbursement of funds, the Grantee shall submit to IEDC a Project Claim Form (the “**Claim Form**”).
  - (1) The Claim Form, attached herein by reference, will be made available to the Grantee through an online Grant Management Tool or file sharing platform (the “**Grant Management Tool**”), which is attached herein by reference and subject to reasonable modification over time.
  - (2) A separate Claim Form must be completed for each Project.
  - (3) Each Claim Form shall include:
    - (a) A detailed description of the Project and its alignment with the Plan (if not already a part of the Plan).
    - (b) All required programmatic data and performance indicators, as fully described on the Grant Management Tool.
    - (c) A detailed budget including all sources and uses of funding required to implement the Project (“**Project Budget**”).
      - (i) After the IEDC approves a Claim Form, the Project Budget funded by this Grant Agreement, and those funded by any local and/or private party, shall not experience a Material Change (as herein defined) without the prior

written consent of the IEDC.

- (ii) For any in-kind contribution, the Grantee, or Subrecipient as applicable, shall provide a reasonable value associated with each such contribution. The IEDC may question the value attributed to an in-kind contribution, request supporting documentation, and request an adjustment by the Grantee before a Claim Form is approved.
  - (d) The amount of any administrative fee to be withheld by the Grantee to implement the Project or for other Administrative Uses, shall not exceed the limits established in Paragraph 5.C. of this Grant Agreement, and Grantee shall provide a detailed description of the services that will be rendered by the Grantee with support of the administrative fee.
  - (e) The name and contact information for the Grantee and any Subrecipients, and a certification from the Grantee and Subrecipients that they are in compliance with all applicable State and federal laws.
  - (f) Any other information or documentation required by the IEDC.
- (4) The Grantee may submit Claim Forms for Projects not initially included in the Plan as an additional Project or Projects of the Plan, provided that such Projects may be subject to additional requests for information or documentation from the IEDC. If a Claim Form for a Project not initially included in the Plan is approved by the IEDC, the Project shall automatically become part of the Grantee's Plan.
  - (5) The IEDC shall have thirty (30) days to evaluate a submitted Claim Form and provide notice of its decision to approve or deny the Claim Form. If additional time is needed to evaluate a submitted Claim Form, the IEDC shall notify the Grantee of a date by which its decision can be expected. The IEDC agrees that it will not unreasonably extend any such review.
  - (6) The Grantee understands and agrees that the IEDC retains the right to approve or deny a Claim Form, as solely determined by the IEDC in accordance with this Grant Agreement.
  - (7) The IEDC may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may then accept, reject, request further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved claim form shall only be considered approved if the Grantee gives written notice of its acceptance of such Claim Form and subsequently provides documentation of its satisfaction of the IEDC's conditions.
  - (8) The IEDC may at any time (before or after the IEDC's approval of a Claim form) request from the Grantee, in writing, any additional information or documentation relating to a Project necessary for the IEDC to perform its obligations under this

Grant Agreement. The Grantee shall use its best efforts to obtain these materials and provide them to the IEDC within a reasonable time period.

- (9) After a Claim Form is approved by the IEDC, the Grantee shall provide notice to the IEDC of any Material Changes to a Project. A "Material Change" occurs when there is any:
  - a. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Grant funds for the Project;
  - b. Change in the nature of a Project from the Grantee's submission on the approved Claim Form, including a change in how the Grant funds will be used for an approved Project, such as to provide funding for administrative services at a daycare facility rather than to construct the daycare facility.
- (10) After no longer than ten (10) business days after receipt of a notice of Material Change, the IEDC will notify the Grantee if an amended Claim Form is required to proceed with the Project.
- (11) In the event there is a Material Change requiring an amended Claim Form, such Claim Form will be subject to the IEDC's further approval or denial.
- (12) It is expressly understood and agreed by the Grantee and the IEDC that the Grantee may distribute the funds granted to the Grantee hereunder to Subrecipients (the "Subrecipients") to perform a Project as the Grantee deems acceptable, provided however, the Grantee shall remain obligated to perform all of its obligations under this Grant Agreement and/or to ensure that Subrecipients comply with the same, if applicable.
- (13) The Grantee shall be solely responsible for overseeing and/or completing the proper design and implementation of a Project approved by the IEDC. The Grantee shall make certain that it and any Subrecipient completes an approved Project in accordance with this Grant Agreement, the approved Claim Form, and its Plan.
- (14) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement; however, the IEDC shall not be bound by any contracts or agreements of the Grantee's unless otherwise agreed to by the IEDC in writing.
- (15) The Grantee understands and agrees that the Grantee and any of its own selected Subrecipients are solely responsible for selection of vendors, contractors, other sub-Subrecipients or similar parties for the performance of Projects. The IEDC has no role in selecting a vendor, contractor, Subrecipient (except for approval of the Claim Form), or similar party for the performance of Projects, regardless of whether the Grantee has listed the vendor, contractor, Subrecipient, or similar

party on the Claim Form.

(16) After a claim form is submitted, the Grantee shall submit to the IEDC, through the Grant Management Tool, written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis not later than the seventh (7<sup>th</sup>) day of the month following the month subject to the report and shall contain such detail of progress or performance on the Plan and any Projects funded through this Grant Agreement as is requested by the IEDC.

C. The Grantee and the IEDC agree that a portion of the funds provided under this Grant Agreement may be used for Administrative Uses for the Projects, Federal Program, Grant and to implement the Grantee's Plan in compliance with all applicable State and federal laws. The Grantee shall account for the use of these administrative funds in the monthly report it submits to the IEDC as provided in Paragraph 5(B)(16). The parties agree that:

- (1) The Grantee shall receive one half of one percent (0.50%) of the Grant funds as a reduction of the Grant amount from the IEDC within thirty-five (35) days from the Effective Date, which may be used by the Grantee for Administrative Uses.
- (2) The Grantee may request, in a submitted Claim Form, to retain up to three percent (3%) of the total cost of each Project from the Grant funds requested in the Claim Form, which may be used by the Grantee for Administrative Uses. No more than three percent (3%) of the total Grant funds may be claimed by the Grantee for its Administrative Uses.
- (3) The IEDC will retain three percent (3%) of the total Grant funds, as a reduction to the total Grant amount, for the IEDC's costs associated with overseeing this Grant Agreement, monitoring the Grantee's compliance with applicable State and federal laws in accordance with Paragraph 9, and providing advisory services to facilitate the Grantee's successful implementation of its Plan.

## 6. Payment of Claims.

A. If advance payment or a working capital advance of all or a portion of the Grant funds for a Project is permitted by statute or regulation, and the IEDC agrees to provide such advance payment or working capital advance, advance payment shall be made only upon submission of a Claim Voucher ("**Claim Voucher**"), attached hereto as **Exhibit B** and made apart hereof, setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IEDC with a reconciliation of those expenditures. Otherwise, the Grantee shall review and approve all Claim Vouchers submitted by Subrecipients for Project expenditures eligible for Grant funds, which shall then be reviewed and approved by the IEDC. All requests for Projects performed directly by the Grantee shall be reviewed by the IEDC. Disbursements of Grant funds shall be made by the IEDC within thirty-five (35) days of IEDC approval. As required by IC § 4-13-2-14.8, as amended from time to time, all payments will be

by direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

- B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures organized by Project.
- C. The IEDC may require evidence, furnished by the Grantee, that the Project is materially compliant with the timeline provided in the Claim Form. All payments are subject to the IEDC's determination that the Grantee's, or Subrecipient's, performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of the IEDC, be denied. Claims may be submitted on a monthly basis only. Grant funds that have been advanced and are unexpended at the time that the final claim is submitted shall be returned to the State.
- E. Claim Vouchers must be submitted with accompanying supportive documentation, as designated by the IEDC. Claim Vouchers submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to correct said issues may result in the denial of a claim for payment.

#### **7. Project Monitoring by the IEDC.**

The IEDC may conduct on-site or off-site monitoring reviews of a Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend to the IEDC and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, the Grantee shall require each Subrecipient to provide full cooperation and access to its Project sites and relevant documentation to the IEDC, or its authorized designees, for the purpose of determining, among other things:

- A. Whether Project activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC, and the terms and conditions of the Grant Agreement;
- B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued;

- C. That Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the IEDC.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

- A. The Grantee, any fiscal agent of Grantee, and Subrecipients shall submit to an audit by the State, or its authorized designee, of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the IEDC or its authorized designee. One (1) Copy shall be furnished to the IEDC at no cost.
- B. Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. Separate and apart from the Grantee's status in paragraph 8.B, if the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts ("SBA") Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>, as amended from time to time.

**9. Compliance with Laws.**

- A. The Grantee and IEDC shall work together to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions, including but not limited to federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures for reporting, SBA guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IEDC for administration of the program. All such materials required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC §

4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Grantee certifies by entering into this Grant Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.
- D. The Grantee warrants that, to the best of its knowledge, it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC, and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that, to the best of its knowledge, the Grantee and any contractors performing work in connection with a Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. If the IEDC is asked by the State Budget Agency or any agency or instrumentality of the Federal government to repay any Grant funds that the IEDC has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the IEDC.



H. As required by IC § 5-22-3-7, as amended from time to time:

(1) The Grantee certifies (and Grantee shall require any Subrecipient to certify) that:

(A) the Grantee (or Subrecipient), except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law, all as amended from time to time; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law, all as amended from time to time.

(2) The Grantee certifies that an affiliate of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law, all as amended from time to time.

- I. The Grantee shall complete and return the Information and Questionnaire, attached as **Exhibit C** and incorporated fully herein. In addition, the Grantee shall require all Subrecipients to complete the same prior to any award.
- J. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious

actions by such individual.

**10. Debarment and Suspension.**

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors, vendors, or other lower tier subrecipients receiving funds under this Grant Agreement and shall be solely responsible for any recouplements or penalties that might arise from non-compliance. The Grantee shall immediately notify the IEDC if any Subrecipient or subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the IEDC to terminate its contractual relationship with the Subrecipient or subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, as amended from time to time the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant payments, termination of the Grant and/or debarment of grant opportunities with the IEDC of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, as amended from time to time, if the Grantee has employees, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien;
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IEDC may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.**

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written

determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Disputes and Governing Law.**

- A. In the event of a dispute between IEDC and the Grantee, other than that addressed by Section 9(D) above, the parties agree to cooperatively negotiate a resolution and escalate to senior management as needed. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.
- B. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Marion County, Indiana.

**15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended from time to time. The federal Electronic and Information Technology Accessibility Standards can be found at: <https://www.access-board.gov/ict.html>.

**16. Insurance.**

The Grantee shall maintain insurance with coverages in such amount as may be required by the IEDC or as provided in its Grant Application.

**17. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, as amended from time to time, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the IEDC is a recipient of federal funds, and therefore, where applicable, Grantee subrecipients, and subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672, all as amended from time to time.

**18. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant Agreement, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION

Attn: General Counsel  
One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204-2288  
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:

Regional Opportunity Initiatives, Inc.  
ATTN: Tina Peterson, CEO + President  
100 S. College Avenue, Suite 240  
Bloomington, IN 47403  
E-mail: Tina.peterson@regionalopportunityinc.org

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law, including those identified in paragraph 9, above; (2) this Grant Agreement; (3) Exhibits prepared by the IEDC; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the IEDC will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

- A. Failure of the Grantee, for a Grantee Project, to complete the Project and expend Grant funds in accordance with this Grant Agreement may be considered a material breach

and shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

- B. The Grantee shall require each Subrecipient to warrant to complete its Project and expend Grant funds in accordance with this Grant Agreement. Breach of said warranty shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Subrecipient's receipt of Grant funds.
- C. The expenditure of Grant funds other than in conformance with this Grant Agreement may be deemed a breach. The Grantee explicitly covenants that it shall within thirty (30) days repay to the IEDC all funds not spent in conformance with this Grant Agreement. If IEDC is subject to any fine, penalty or fee as a result of the Grantee's improper expenditure of Grant funds, the Grantee shall fully reimburse the IEDC for any incurred expense.

**22. Termination for Convenience.**

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant. In all instances of termination for breach or for convenience, the subrecipient will be provided notice and an opportunity for a hearing according to 2 CFR 200.340 through 200.343, as amended from time to time.

**23. Travel.**

No expenses for travel will be reimbursed.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the IEDC and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. Assignment.**

The Grantee shall not assign this Grant Agreement without advanced approval from IEDC. Unauthorized assignment is a material breach of this Grant Agreement.

**26. Subrecipient Agreements.**

After approval of a Claim Form by the IEDC, the Grantee may enter into “**Subrecipient Agreements**” with Subrecipients for an approved Project. The Grantee shall flow down all federal and State regulatory provisions and clauses that are herein or incorporated herein and applicable to Subrecipients. All elements required by 2 CFR § 200.332(a) shall be included in the subawards made by the Grantee.

**27. Non-Waiver and Severability.**

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party’s right to assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term, in whole or in part, shall not affect the validity of the other parts.

**28. Non-Collusion, Acceptance.**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of the Grantee. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5, all as amended from time to time.**

**29. Indemnification.**

Unless due to the negligence the IEDC, the Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys’ fees, and for any other expenses caused by an act or omission of the Grantee and/or subcontractor(s), agents, officers, or employees in connection with performance of this Grant Agreement. The IEDC shall not provide such indemnification to Grantee.

**30. Public Relations and Marketing.**

All external facing communications related to this Grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC and Grantee written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to READI@iedc.in.gov.

**31. Use of the IEDC Name.**

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

- 32. Obligations Limited to Grantee.** Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer, commissioner, board member, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

*Signatures on Following Page -- Remainder of Page Intentionally Left Blank*



In Witness Whereof, the Grantee and IEDC have, through duly authorized representatives, entered into this Grant Agreement. The parties, having read and understand the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

**REGIONAL OPPORTUNITY INITIATIVES, INC.**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name and Position/Title  
Date: 5/18/2022

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

**David Rosenberg, Executive Vice President**

**(Digital Signature Stamp Below)**



5.19.2022

**STATE BUDGET AGENCY**

 (for)

Zachary Q. Jackson  
Director

Date: 06/22/2022

EXHIBIT B - CLAIM VOUCHER

**Your Company Name**

INVOICE

Street Address  
City, ST ZIP Code  
Phone 405.555.0190 Fax 405.555.0191

DATE: May 13, 2022  
Entity Invoice #  
IEDC Grant ID :  
Project #

**Remit Via email to:**

Indiana Economic Development Corporation  
[processing@iedc.in.gov](mailto:processing@iedc.in.gov)  
One North Capital Ave Suite 700  
Indpls IN 46204

IEDC USE ONLY	
Purchase Order #	
Invoice #	
Voucher #	

DESCRIPTION	AMOUNT
Itemized (provide budget categories if applicable)	
<u>Progress Report</u>	
<b>TOTAL</b>	

*I am authorized to present this claim for reimbursement. I certify that the account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.*

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

**EXHIBIT C**

**State of Indiana American Rescue Plan Act  
Coronavirus State and Local Recovery Funds**

**CFDA: 21.027**

**Information and Questionnaire for Subrecipients**

**SUBRECIPIENT INFORMATION**

Entity Name	Regional Opportunity Initiatives
Address	100 S. College Avenue, Suite 240, Bloomington, Indiana 47403

**Contact Person:**

Name	Tina Peterson
Email	tinapeterson@regionalopportunityinc.org
Phone Number	812-287-8116

**Type of Entity**

**Approximate Total Entity-Wide Annual Operating Budget**

	Previous Fiscal Year	Current Fiscal Year
Federal Funds	\$ 0.00	\$ 0.00
Non Federal Funds	\$ 2,862,196.00	\$ 4,790,657.00

**Chief Executive and Staff, Tenure in Office**

	Name	Years
Chief Executive Official	Tina Peterson, CEO & President	6+
Chief Financial Officer	Charlie Pride	1
Grant Program Manager	Maren Witte	2

**GENERAL ASSESSMENTS**

1. Is the entity new to operating or managing federal funds (has not done so within the past five years)?

Yes  No

2. Has there been high staff turnover or agency reorganization that affects this program?

Yes  No

3. Is staff assigned to the program experienced with managing federal funds?

Yes  No

**AUDIT REQUIREMENTS**

1. Was the entity required to obtain a single audit for its most recently completed fiscal year?

Yes  No

2. Did the entity obtain the required audit?

Yes  No  NA

3. Was the audit report free of findings?

Yes  No  NA

4. Were audit reports free of questioned costs?

Yes  No  NA

5. Was a corrective action plan required?

Yes  No  NA

# CONSOLIDATED PROJECT REPORT



## Project Details:

Region:	Regional Opportunities Initiative, Inc. (Indiana Uplands)	Grant ID Number:	423726
Project Name:	Hopewell: Jackson Street Design & Construction	Project ID:	00361
Project Type:	Other Infrastructure	Expenditure Category:	6. Revenue Replacement
Expenditure Sub-Category:	6.1 Provision of Government Services	Compliance Status:	Project Approved for Compliance
Last updated on:	02/23/2023	Created on:	01/17/2023

## Project Information:

### Project Information:

Project ID:	00361
Project Name:	Hopewell: Jackson Street Design & Construction
Project/Program Owner Type:	Public
Project Type:	Other Infrastructure
READI Focus Area:	Housing
READI Goal:	Quality of Place
READI Financial Request Dollar Amount (\$) (ARPA Project Dollar Amount):	\$ 1,800,000.00
Project Description (Long):	The City of Bloomington will use READI funds for the design and construction of a new 350-foot corridor in the 21-acre Hopewell development site, formerly the location of the IU Health Bloomington Hospital. READI funds will pay for engineering and design, roadway construction, utilities, and construction inspections. The brand new Jackson Street will directly support the redevelopment of the 1947 17,865 square foot Art-Deco Kohr Administration Building. The rental housing tax credit project will create 40 units of affordable housing, serving residents 60% and below Area Median Income. The Jackson Street artery will also support up to 400 housing units in the future on additional parcels. Jackson Street would connect to University Street, a main artery through the Hopewell project that will serve as a pedestrian and vehicle traffic corridor and as a centerpiece of public amenity space-- connecting the entire project site. The geographical boundaries is one block west of the corner of W. 1st Street and S. Rogers Street. Partners on the project include other City Departments such as Engineering, Public Works, and Planning and Transportation. Design and construction bidding will be done by the City of Bloomington Engineering Department through the City of Bloomington's procurement process. RFI Advertisement will be done on January 11, 2023, in April the design phase will begin, and in Spring 2024 construction will begin. Construction is scheduled to be completed by December 2024.
Project Description (Short):	The City of Bloomington will use READI funds for the design and construction of a new 350-foot corridor in the 21-acre Hopewell development site, formerly the location of the IU Health Bloomington Hospital. READI funds will pay for engineering and design, roadway construction, utilities, and construction inspections. The Kohr Administration Building project will be awarded a rental housing tax credit in the Fall of 2023 with construction beginning in the spring of 2024.
Project Description (Generic):	Other
Project Contact:	Maren Witte
Project Owner - Name/Company:	City of Bloomington - Housing & Neighborhood Development (HAND)
Legal Name (Region Name):	Regional Opportunities Initiative, Inc. (Indiana Uplands)
Counties Impacted:	Monroe County
Estimate Start Date:	01/11/2023

<b>Estimate End Date:</b>	<b>12/31/2024</b>
<b>Primary Address:</b>	<ul style="list-style-type: none"> <li>•Address Line 1 :401 North Morton Street</li> <li>•Address Line 2 :Suite 130</li> <li>•City :Bloomington</li> <li>•State :IN</li> <li>•Zip Code: 47404</li> </ul>
<b>Secondary Address:</b>	

**Financial Information:**

<b>Status:</b>	<b>Completed &lt;50%</b>
<b>Obligated Amount:</b>	<b>\$ 1,800,000.00</b>
<b>Amount Pending Disbursement:</b>	<b>\$ 0.00</b>
<b>Amount Disbursed:</b>	<b>\$ 0.00</b>
<b>Leverage Amount:</b>	<b>\$ 7,958,776.00</b>
<b>Percent Leverage:</b>	<b>442.15 %</b>

EXHIBIT C



Construction Budget Template

\*Please edit only the cells in white

Summary	Source	Amount
	READI	\$ 1,800,000.00
	Public	\$ 5,039,130.00
	Private	\$ -
	Add'l Federal	\$ 2,919,646.00
	Add'l State	\$ -
	<b>Total</b>	<b>\$ 9,758,776.00</b>

Project Information	
Region	Bloomington
Project Name	Hopewell - Jackson St. Design and Construction
Submitted By (Name)	John Zody, City of Bloomington
Email Address	<a href="mailto:john.zody@bloomington.in.gov">john.zody@bloomington.in.gov</a>

Category	Activity	Sources					Total	
		READI	Public	Private	Add'l Federal	Add'l State		
Construction	Roadway Construction	\$ 775,000.00	\$ -	\$ -	\$ -	\$ -	\$ 775,000.00	
	Utilities	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00	
	Construction Inspection	\$ 125,000.00	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	
			\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	
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Design	Engineering & Design	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00	
			\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	
Total by Category	(Match) Hopewell branding and marketing - consolidated TIF	\$ -	\$ 82,500.00	\$ -	\$ -	\$ -	\$ 82,500.00	
	(Match) Purchase agreement w/ IU Health (partial) - consolidated TIF	-	\$ 2,502,500.00	\$ -	\$ -	\$ -	\$ 2,502,500.00	
	(Match) Master Planning Process - consolidated TIF	\$ -	\$ 410,000.00	\$ -	\$ -	\$ -	\$ 410,000.00	
	(Match) 1st St. Reconstruction - consolidated TIF		\$ 2,030,025.00		\$ 2,919,646.00		\$ 4,949,671.00	
	(Match) Kohr Administration Redevelopment - consolidated TIF	\$ -	\$ 14,105.00	\$ -	\$ -	\$ -	\$ 14,105.00	
	<b>Total by Category</b>		<b>\$ 1,800,000.00</b>	<b>\$ 5,039,130.00</b>	<b>\$ -</b>	<b>\$ 2,919,646.00</b>	<b>\$ -</b>	
	<b>Grand Total</b>		<b>\$</b>					<b>9,758,776.00</b>

**24-53**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AN AMENDED PRELIMINARY DESIGN CONTRACT**  
**FOR HOPEWELL WEST**

- 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 now known as Hopewell, including redevelopment of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, the Project requires some preliminary design work to support the redevelopment on that portion of the site, and the project objectives include utility coordination, transportation and public facilities, property platting, and full design of Jackson Street from 1st Street to the new portion of University Street (“Services”); and
- WHEREAS, on May 1, 2023, in Resolution 23-37, the RDC approved the original preliminary design contract with Crossroad Engineers, PC for an amount not to exceed \$606,640.00; and
- WHEREAS, an amended scope of work to the contract is needed to add additional design to bring the infrastructure plans for the site from 30% to 60% to allow the plat to be finalized as well as add additional design for improvements to S Rogers St; and
- WHEREAS, City staff have negotiated an amended agreement with Crossroad Engineers to perform the Services (“Amended Agreement”), which is attached to this Resolution as Exhibit A. The not-to-exceed contract amount will increase by \$187,500 to a new total of \$794,140; and
- WHEREAS, the Board of Public Works approved a prior version of the Amended Agreement at its meeting on June 18, 2024, and will consider approval of an updated Amended Agreement with the terms above on July 16, 2024; and



WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; additionally, this Project is eligible for reimbursement from the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) grant; 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 Amended Agreement and authorizes the City of Bloomington to expend an amount not to exceed \$794,140.00 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, 2025.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Deborah Myerson, Vice President

ATTEST:

\_\_\_\_\_  
Sue Sgambelluri, Secretary

\_\_\_\_\_  
Date

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES  
FOR HOPEWELL WEST – JACKSON STREET  
WITH CROSSROAD ENGINEERS, PC**

This Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC (“Agreement”) for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, as follows:

1. **See Article 4. Compensation and Exhibit B Compensation:** The City shall pay CrossRoad Engineers, PC an amount not to exceed \$187,500.00 for the additional Engineering Services as described in Attachment 1. The not to exceed amount for the entire project shall be \$794,140. Exhibit B is hereby amended to replace Compensation Supplement No. 1 (added with Amendment 1) with Attachment 1.
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

\_\_\_\_\_  
Kyla Cox Deckard  
President, Board of Public Works

\_\_\_\_\_  
Trent Newport, PE, LS  
President

\_\_\_\_\_  
Elizabeth Karon  
Vice President, Board of Public Works

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

\_\_\_\_\_  
James Roach  
Secretary, Board of Public Works

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

\_\_\_\_\_  
Margie Rice  
Corporation Counsel, Office of the Mayor

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

Attachment 2

**COMPENSATION SUPPLEMENT NO. 1**

The CONSULTANT shall be paid for the following additional work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	
a. BRCJ Legal Description for Kohr	\$1,000
b. BRCJ Alley Vacation	\$1,000
B. Meetings and Coordination	
a. Secondary Plat Meetings and Coordination	\$3,300
C. Road Design and Plan Preparation	
a. 60% Design for Secondary Plat Approval	\$143,100
b. Design Changes for Hopewell East	\$5,600
c. Full Design of S Rogers Street	<u>\$33,500</u>
<b>Total Section</b>	<b>\$187,500</b>

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018  
End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,136,248.51
	\$37,824,734.40

Sources of funds:	Total: \$37,420,337.00 \$37,875,337.00
Consolidated TIF	\$31,000,000 \$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
READI Grant	\$19,000.00 \$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	<b>Consulting</b>	\$1,739,311.38	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 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$7,436,848.92 \$7,661,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
7.	<b>Hopewell East</b>	<del>\$17,600,851.83</del> \$17,759,570.72	June 2021 – 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
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassidy 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.	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	<b>Ongoing Services</b>	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23

<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% 60% Design)</b>	<del>\$2,056,560</del> \$2,214,060	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	<del>\$606,640</del> \$794,140	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	<del>\$365,152</del> \$369,387	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
	14b(ii) CO #2 – Hopewell South	\$4,235	2024
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

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

**Resolution History:**

2018

- 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
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- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

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- 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
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- 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
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- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
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- 22-10 Amended Project Review and Approval Form
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- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
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2023

- 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
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- 23-52 New Hopewell Website – Ten31
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  - 23-116 Approval of Project Review and Approval for 1<sup>st</sup> Street Reconstruction for Hopewell
- 2024
- 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
  - 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
  - 24-26 Repairs to Preserve Kohr Building for Redevelopment
  - 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
  - 24-35 Approval of Change Order Package #2 for the Hopewell East Project
  - 24-36 Approval of Hopewell West Secondary Plat
  - 24-38 Fifth Amendment to Agreement for Security Patrols
  - 24-41 Addendum to Agreement with VET for Environmental Services
  - 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
  - 24-49 Amended Project Review and Approval Form
  - 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
  - 24-51 Change Order Package #3 for Hopewell East
  - 24-52 Amended READI Grant Agreement for Hopewell West
  - 24-53 Amended Preliminary Design Agreement for Hopewell West

To Be Completed by Redevelopment Commission Staff:

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

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

**24-54**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF PAYMENT FOR POWER RELOCATION FOR HOPEWELL EAST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in Hopewell East including site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, the RDC authorized payment for relocation of powerlines in Resolution 22-100; and
- WHEREAS, as part of the project it is now necessary to relocate additional power lines and equipment that serve the Project along West 1<sup>st</sup> Street and Morton Street to avoid installed stormwater drainage (“Services”); and
- WHEREAS, Duke Energy has submitted an invoice for the Services for \$43,780.30, which is attached to this Resolution as Exhibit A.
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project as an appropriate use of the Consolidated TIF, as set forth in the Amended Project Review and Approval Form, and reiterates that it serves the public’s interest.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed \$43,780.58 (“Payment”).

3. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson, Vice President

ATTEST:

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Sue Sgambelluri, Secretary

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Date



Resolution 24-54 - Exhibit A  
**INVOICE**

Invoice: P5396574001  
Invoice Date: 6/7/2024  
Page: 1 of 1

Email sent to customer on 06/07/2024

Bill to: REDEVELOPMENT COMMISSION  
401 N MORTON STREET, SUITE 130  
ROY ATEN  
BLOOMINGTON IN 47404

Customer ID: 000314220  
PO / Contract No:  
Payment Terms: Net 30  
Due Date: 7/7/2024

**Amount Due: \$43,780.58**

Invoice for work or services performed at: 827 W 1st St BLOOMINGTON IN

For questions about your invoice, please contact Justin Andrew Wolford at 812/240-1026

Line	Date of Charge	Description	Net Amount
1	06/06/2024	Relocate Facilities  RELOCATE 3P UG PRIMARY ALONG W. 1ST ST / CROSSING MORTON ST. TO AVOID HOPEWELL DEV. DRAINAGE TIE	\$43,780.58
<b>Amount Due:</b>			<b>\$43,780.58</b>

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

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

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

**Payment Coupon**

Please make check payable to:

Duke Energy  
PO Box 602566  
Charlotte NC 28260-2566

ACH Instructions:

Wells Fargo - Indiana  
121000248  
Duke Energy  
002000057639545

Invoice Number: P5396574001

Corporation Code: 75115

Please Pay By: 7/7/2024

Customer ID: 000314220

Total Amount Due: **\$43,780.58**

Fed Tax ID # 35-0594457

REDEVELOPMENT COMMISSION  
401 N MORTON STREET, SUITE 130  
ROY ATEN  
BLOOMINGTON IN 47404

Amount Enclosed



161635333936353734303031000000043780581

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018  
End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,136,248.51
	\$37,824,734.40

Sources of funds:	Total: \$37,420,337.00 \$37,875,337.00
Consolidated TIF	\$31,000,000 \$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
READI Grant	\$19,000.00 \$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	<b>Consulting</b>	\$1,739,311.38	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 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	<del>\$7,436,848.92</del> \$7,744,321.74	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
	<b>6g. Lighting – Duke Energy</b>	<b>\$82,472.82</b>	<b>2024</b>
<b>7.</b>	<b>Hopewell East</b>	<del>\$17,600,851.83</del> <b>\$17,852,526.33</b>	June 2021 – 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
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassidy Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	<b>7f(iii) 2<sup>nd</sup> Duke Relocation</b>	<b>\$43,780.58</b>	<b>2024</b>
	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
	<b>7k. Park Cameras</b>	<b>\$49,175.03</b>	<b>2024</b>
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
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<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% 60% Design)</b>	<del>\$2,056,560</del> \$2,214,060	2023-25
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- 2024
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- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1<sup>st</sup> Street Lighting

*To Be Completed by Redevelopment Commission Staff:*

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

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

**24-56**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT WITH DUKE ENERGY FOR 1st STREET LIGHTING**

- 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 and allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); 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 20-79, the RDC approved the design contract for the 1st Street Reconstruction Project (“Project”), which is partially federally funded; and
- WHEREAS, part of the Project includes installation and operation of necessary street lighting from West Maple Street to South College Avenue (“Services”); and
- WHEREAS, an Agreement with Duke Energy to install 50 street lights for an amount not to exceed \$82,472.82 (“Agreement”) is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works approved the Agreement at its meeting on June 4, 2024; and
- WHEREAS, Public Works will pay the operational costs of the lights, which are estimated to be \$2,276.76 per year;
- WHEREAS, the Project is taking place within the Consolidated TIF (Expanded Adams Crossing Area); and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the one-time installation costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit 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 approves the Agreement and authorizes funding to pay for the Services in an amount not to exceed \$82,472.82 for street lighting along West 1<sup>st</sup> Street.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2025.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson, Vice President

ATTEST:

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Sue Sgambelluri, Secretary

---

Date



## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy

**Petitioner/Representative:** Department of Public Works

**Staff Representative:** Christina Smith

**Meeting Date:** June 4, 2024

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Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs and Duke will be providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W 1<sup>st</sup> St between S Maple St to S College Ave**

Fixtures & Poles: Thirty-one (31) 50 W LED Traditional fixtures mounted on new aluminum poles with a black finish.

One-Time Charge: \$82,472.82

Estimated Monthly Charge: \$227.23

Estimated Annual Charge: \$2,726.76

**Note:** A new street lighting system will be installed to facilitate the W 1<sup>st</sup> St Reconstruction Project which is part of the Hopewell West Development. Since this is a City Engineering Project, the one-time charge will be paid out of the project funding source(s) with DPW paying for the ongoing monthly costs.

2. Location: **W 2<sup>nd</sup> St between S Rogers St to B-Line Trail**

Fixtures & Poles: Five (5) 70W LED Roadway fixtures mounted on new wooden poles.

Estimated Monthly Charge: \$82.70

Estimated Annual Charge: \$992.40

**Note:** During the utility relocation portion of the Hopewell East Development, five existing cobrahead fixtures and poles were mistakenly removed by Duke Energy. As a result of the removal, this section of W 2<sup>nd</sup> St is now dark. Therefore, DPW has elected to replace the five street light fixtures and poles in order to effectively illuminate the public right of way until the completion of the W 2<sup>nd</sup> St Modernization and Safety Improvements Project when an entire new street lighting system will be installed (2026).



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
SMITHC@BLOOMINGTON.IN.GOV
..

Project Information:
Indiana

Account Number:

Work Order Number:
53421646

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 10th day of May, 2024, between Duke Energy (hereinafter called the "Company") and CITY OF BLOOMINGTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of initiation of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Craig Barker \_\_\_\_\_

Date Signed 5/10/2024 \_\_\_\_\_

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



<b>Summary of Estimated Charges</b>					
<b>Minimum Service Term</b>	<b>Initial Monthly Cost</b>	<b>Total Early Termination Charges</b>	<b>Total One Time Charges</b>	<b>Total Cost for Initial term</b>	<b>Ongoing Monthly Charge post Term</b>
0 Years ( ) Months	227.23	0.00	82472.82	82472.82	227.23

<b>Monthly Base Charges</b>								
<b>Service Required</b>	<b>Quantity</b>	<b>Product Description Fixtures and Poles</b>	<b>Equipment Rental**</b>	<b>Maintenance</b>	<b>Energy</b>	<b>Unit Total</b>	<b>Sub-Total</b>	
I	031	LFIX-TRAD-LED-50- BLK-III-3000K-M	0.00	6.11	1.22	7.33	227.23	
		<b>Rental, Maintenance, F&amp;E Totals:</b>	\$0	\$189.41	\$37.82			
		<b>Estimated Change to Base Monthly Charge Total</b>						\$227.23

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**OUTDOOR LIGHTING UOLS SERVICE AGREEMENT**

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

**WITNESSETH:**

**WHEREAS**, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS**, Company has the ability to own, install, operate and maintain an outdoor lighting system.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. – EQUIPMENT AND INSTALLATION**

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.3 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

**A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

<b>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</b>	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
• Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	• Annual kWh divided by twelve (12) months equals monthly kWh.
• Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).	• Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

**LIGHTING LAYOUT DESIGN DISCLAIMER**

*Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

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**SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS**

2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

**SECTION III. – ENERGY USAGE COST CALCULATION**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The “Schedule of Rates, Classifications, Rules and Regulations for Electric Service”, and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the “Commission”) and shall be deemed a part of this Agreement as if fully set forth herein.

**SECTION IV. – SYSTEM MAINTENANCE**

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

**SECTION V. – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

**SECTION VI. – TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

**SECTION VII. – OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

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**EXHIBIT 'B' - OTHER TERMS AND CONDITIONS**

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

City of Bloomington  
 Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

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

**Project Managers:** Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

**Project Timeline:**

Start Date: January 2018  
 End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	\$37,136,248.51
	\$37,824,734.40

Sources of funds:	Total: \$37,420,337.00 \$37,875,337.00
Consolidated TIF	\$31,000,000 \$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
READI Grant	\$19,000.00 \$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	<b>Consulting</b>	\$1,739,311.38	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 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	<del>\$7,436,848.92</del> \$7,744,321.74	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

	6e Tree Removal	\$10,800	
	6f. Construction Changes #2	\$225,000	
	<b>6g. Lighting – Duke Energy</b>	<b>\$82,472.82</b>	<b>2024</b>
<b>7.</b>	<b>Hopewell East</b>	<del>\$17,600,851.83</del> <b>\$17,852,526.33</b>	June 2021 – 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
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$158,718.89	
	7f(i) Cassidy Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	<b>7f(iii) 2<sup>nd</sup> Duke Relocation</b>	<b>\$43,780.58</b>	<b>2024</b>
	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
	<b>7k. Park Cameras</b>	<b>\$49,175.03</b>	<b>2024</b>
<b>8.</b>	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
<b>9.</b>	<b>Ongoing Services</b>	\$545,645.57	
	9a Security Patrols – Marshall	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% 60% Design)</b>	<del>\$2,056,560</del> \$2,214,060	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	<del>\$606,640</del> \$794,140	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	<del>\$365,152</del> \$369,387	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
	14b(ii) CO #2 – Hopewell South	\$4,235	2024
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

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

**Resolution History:**

2018

- 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

2019

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
<u>2020</u>	
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
<u>2021</u>	
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
<u>2022</u>	
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 Shrewsbury
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
<u>2023</u>	
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
- 23-116 Approval of Project Review and Approval for 1<sup>st</sup> Street Reconstruction for Hopewell
- 2024
- 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
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1<sup>st</sup> Street Lighting

To Be Completed by Redevelopment Commission Staff:

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

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