

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**August 5, 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/88134690513?pwd=HNpY6K0LAys3vo7rEAcNzf5Gb8k3UW.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –July 15, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – August 2, 2024 for \$1,298,354.40
- IV. EXAMINATION OF PAYROLL REGISTERS** July 26, 2024 for \$41,088.87
- 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 24-55:** Approval of An Agreement with Presidio for Hopewell Phase 1 East Hardware and Camera Installation.
  - B. Resolution 24-57:** Approval of TIF Refunding Bonds.
  - C. Resolution 24-58:** Amendment to Agreement with J.S. Held for Project Management Services for the Hopewell Site.
  - D. Resolution 24-59:** Approval of Payment of Water Meter Installation Fee for Hopewell East.
  - E. Resolution 24-60:** First Amendment to Agreement with U3 Advisors for Owner’s Representative Consultant Services for Hopewell.
  - F. Resolution 24-61:** Approval of Second Amendment to Agreement with Weber Group for Trades District Gateway Art.
- 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 15, 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=13622>

**I. ROLL CALL**

Commissioners Present: John West, Deborah Myerson, and Sue Sgambelluri attended in person. Randy Cassady and Sam Fleener attended via Zoom.

Commissioners Absent: None

City Staff Present: Anna Killion-Hanson, Director, HAND; Christina Finley, Assistant Director, HAND; Margie Rice, Corporation Counsel; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Roy Aten, Senior Project Manager, Engineering Department; Kendall Knoke, Project Engineer, Engineering Department

Others Present: Deb Kunce, J.S. Held; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin

**II. READING OF THE MINUTES** – John West moved to approve the June 1, 2024 minutes via roll-call rote. Randy Cassady seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTERS** – John West moved to approve the claim register for July 19, 2024, for \$324,019.93 via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri moved to approve the payroll register for July 12, 2024, for \$39,176.75 via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

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

**B. Legal Report:** Margie Rice was available to answer questions.

**C. Treasurer's Report:** Jessica McClellan gave an update on the TIF fund balances.

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

**E. Hopewell Update:** Deb Kunce was available to answer questions.

**VI. NEW BUSINESS**

**A. Resolution 24-50: Approval of Change Order 2 Approval of Agreement for Interior Tenant Improvements with Compass for Trades District Garage:** Resolution 23-87 approved an agreement with Renascent, Inc. to complete demolition of blocks 8, 9, and 10 for an amount not to exceed \$353,052. Resolution 24-18 approved change order 1, which brought the total contract amount to \$365,152. Deb Kunce reported that change order 2 is for additional work to remove transite piping found during demolition below 719 and 723 West 1<sup>st</sup> Street. Change order 2 is for an additional \$4,235 which, would modify the existing agreement with Renascent from \$365,152 to \$369,387.

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 24-50 via roll-call vote. John West seconded the motion. The motion passed unanimously.

- B. Resolution 24-52: Approval of Amended Construction Budget and Amended Project Review and Approval form for a Regional Economic Acceleration and Development Initiative (READI) Grant for Hopewell.** Kendall Knoke stated the City applied and was awarded a \$1.8 million grant which is funding the first phase of construction for Hopewell West. The grant includes a construction budget outlining the scope of work and estimated budget amounts. Knoke said that the amendment to the construction budget includes a change to the scope of work and design fees. Originally it was anticipated to only complete the portion of Roger Street adjacent to the Kohr building. However, we decided it would be prudent to complete all of Roger and Jackson Street and the alley to support the Kohr building. Knoke said that originally 30% of the design drawings were needed however, with the redesign, 60% of design drawings are needed to get through all the City approvals, which increases the design budget. The increase in cost is covered by the READI grant.

The amended budget was approved by the Indiana Economic Development Corporation (IEDC) and was included in the commission packet.

City staff answered questions from the commissioners.

Deborah Myerson pointed out that the resolution refers to a budget template. Knoke said it is the budget that is being amended and not the template. Myerson suggested amending the resolution by replacing “budget template” with “construction budget”.

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

John West moved to approve Resolution 24-52 as amended via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- C. Resolution 24-53: Approval of Amended Preliminary Design Contract for Hopewell West.** Resolution 23-37 approved the original preliminary design contract with Crossroad Engineers, PC for an amount not to exceed \$606,640. Roy Aten stated that 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 South Rogers Street.

City Staff have negotiated an amended agreement with Crossroad Engineers to perform the services for an additional \$187,500, bringing the total contract amount to \$794,140.

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 on July 16, 2024.

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 24-53 via roll-call vote. John West seconded the motion. The motion passed unanimously.

**D. Resolution 24-54: Approval of Payment for Power Relocation for Hopewell East.** Roy Aten stated the RDC authorized payment for the relocation of powerlines in Resolution 22-100. 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. Duke Energy has submitted an invoice for the services for \$43,780.30.

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 24-54 via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**E. Resolution 24-56: Approval of Agreement with Duke Energy for 1<sup>st</sup> Street Lighting.**

Resolution 20-79 approved the design contract for the 1<sup>st</sup> Street reconstruction project. Part of the project includes the installation and operation of necessary street lighting from West Maple Street to South College Avenue. Roy Aten stated that City staff have negotiated an agreement with Duke Energy to install 31 street lights for an amount not to exceed \$82,472.82.

The Board of Public Works approved the agreement at its meeting on June 4, 2024. Public Works will pay the operational costs of the lights, which are estimated to be \$2,276.76 per year.

City staff answered questions from the commissioners.

There was a typo in the resolution. The resolution reads that Duke Energy will install 50 street lights. It should be amended to 31 street lights.

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

John West moved to approve Resolution 24-56, as amended, via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**F. BUSINESS/GENERAL DISCUSSION**

**XI. ADJOURNMENT** – John West moved to adjourn. Sue Sgambelluri seconded. The meeting adjourned at 6:00 p.m.

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

\_\_\_\_\_  
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: 08-02-2024 (\$1,298,354.40)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 07-20-2024 to 08-02-2024. 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 cursive script, reading "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 07-20-2024 to 08-02-2024, 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 cursive script, reading "Larry Allen".

Larry Allen, City Attorney



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/20/24 - 08/02/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>53960 - Grants</b>										
2546 - Monroe County Historical Society, INC	NIGRANT-7.2024	15-Neighborhood Improv Grant-Prospect Hill-gravestone rest/repai	Paid by EFT # 60344		07/23/2024	07/23/2024	08/02/2024		08/02/2024	6,250.00
							Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	<u>\$6,250.00</u>
							Program <b>151000 - Neighborhood</b> Totals		Invoice Transactions 1	<u>\$6,250.00</u>
Program <b>151600 - Title 16</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211320724	06-cell phone chgs 06/12-07/11/24-Inv. 287297421132X07192024	Paid by Check # 78731		07/24/2024	07/24/2024	07/24/2024		07/24/2024	245.70
13969 - AT&T Mobility II, LLC	2873273216180724	06-Unlim'td LTE Laptp/Hotspt-6/12-7/11/24-287327321618X07192024	Paid by Check # 78732		07/24/2024	07/24/2024	07/24/2024		07/24/2024	29.24
							Account <b>53210 - Telephone</b> Totals		Invoice Transactions 2	<u>\$274.94</u>
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006514292	15-Public Notice for BHQA and Historic Preservation Meetings	Paid by EFT # 60278		07/23/2024	07/23/2024	08/02/2024		08/02/2024	49.50
							Account <b>53320 - Advertising</b> Totals		Invoice Transactions 1	<u>\$49.50</u>
							Program <b>151600 - Title 16</b> Totals		Invoice Transactions 3	<u>\$324.44</u>
Program <b>152000 - Historic Preservation</b>										
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006514292	15-Public Notice for BHQA and Historic Preservation Meetings	Paid by EFT # 60278		07/23/2024	07/23/2024	08/02/2024		08/02/2024	35.00
							Account <b>53320 - Advertising</b> Totals		Invoice Transactions 1	<u>\$35.00</u>
							Program <b>152000 - Historic Preservation</b> Totals		Invoice Transactions 1	<u>\$35.00</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 5	<u>\$6,609.44</u>
							Fund <b>101 - General Fund (S0101)</b> Totals		Invoice Transactions 5	<u>\$6,609.44</u>



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/20/24 - 08/02/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 254 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
205 - City Of Bloomington	000431239	15-PC Reimb-Mo Co Rec-Recording Fees-1987 & 1991 S Bernarnd	Paid by Check # 5526		07/23/2024	07/23/2024	08/02/2024		08/02/2024	210.00
205 - City Of Bloomington	431861	15-Recording Fees for HOME funded documents- Habitat Properties	Paid by Check # 5525		07/23/2024	07/23/2024	08/02/2024		08/02/2024	210.00
205 - City Of Bloomington	431867	15-Recording Fees for HOME funded documents- Habitat Properties	Paid by Check # 5525		07/23/2024	07/23/2024	08/02/2024		08/02/2024	105.00
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006514361	15-Public Notice for the Annual Action Plan - 2024	Paid by EFT # 282		07/23/2024	07/23/2024	08/02/2024		08/02/2024	317.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	<u>\$842.00</u>
							Program <b>150000 - Main</b> Totals		Invoice Transactions 4	<u>\$842.00</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 4	<u>\$842.00</u>
							Fund <b>254 - HOME</b> Totals		Invoice Transactions 4	<u>\$842.00</u>
<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>										
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP10	15-Milestone -Hopewell PH1 E. Infrastructure- June 2024-App 10	Paid by Check # 78748		07/23/2024	07/23/2024	08/02/2024		08/02/2024	54,756.32
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP10	15-Hopewell Phase 1 East Infrastructure 06/01-07/03/24-App 10	Paid by EFT # 60340		07/23/2024	07/23/2024	08/02/2024		08/02/2024	1,040,369.98
7808 - J.S. Held LLC	INV-01US-0179434	15-Project Management-Hopewell Sites - June 2024	Paid by EFT # 60311		07/23/2024	07/23/2024	08/02/2024		08/02/2024	7,216.26
6330 - Marshall Security LLC	3398	15-Hopewell Security Officer Staffing 05/01/24-05/31/24	Paid by EFT # 60331		07/23/2024	07/23/2024	08/02/2024		08/02/2024	9,227.04
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 4	<u>\$1,111,569.60</u>
							Program <b>159001 - Adams Crossing Area</b> Totals		Invoice Transactions 4	<u>\$1,111,569.60</u>



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/20/24 - 08/02/24

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>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
6714 - Dimension Mill, INC	2007	04-Trades District & Technology Center Agreement Q3 2024	Paid by EFT # 60256		07/23/2024	07/23/2024	08/02/2024		08/02/2024	50,000.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-7	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 7	Paid by Check # 78746		07/23/2024	07/23/2024	08/02/2024		08/02/2024	39,544.40
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-8	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 8	Paid by Check # 78747		07/23/2024	07/23/2024	08/02/2024		08/02/2024	13,943.60
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 3	<u>\$103,488.00</u>
							Program <b>159002 - Downtown Area</b> Totals		Invoice Transactions 3	<u>\$103,488.00</u>
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5641 - AZTEC Engineering Group, INC	171676	15-B-Line Extension Project 05/01/24-05/31/24	Paid by EFT # 60208		07/23/2024	07/23/2024	08/02/2024		08/02/2024	3,975.00
19362 - CrossRoad Engineers, PC	241039	07-B-Line Extension (CE) 05/25/24-06/28/24	Paid by EFT # 60252		07/23/2024	07/23/2024	08/02/2024		08/02/2024	40,281.12
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$44,256.12</u>
							Program <b>159006 - West 17th Street Area</b> Totals		Invoice Transactions 2	<u>\$44,256.12</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 9	<u>\$1,259,313.72</u>
							Fund <b>439 - Consolidated TIF</b> Totals		Invoice Transactions 9	<u>\$1,259,313.72</u>
<b>Fund 444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>43220 - Facility Rentals</b>										
Bloomington Board of Realtors	7-19-2024	06-refund for Showers lease from January 1, 2023	Paid by Check # 78776		07/23/2024	07/23/2024	08/02/2024		08/02/2024	3,284.21
							Account <b>43220 - Facility Rentals</b> Totals		Invoice Transactions 1	<u>\$3,284.21</u>
Account <b>53990 - Other Services and Charges</b>										
7402 - Nature's Way, INC	65511	04-Landscaping Services-Trades District 06/16-07/01/24	Paid by EFT # 60356		07/23/2024	07/23/2024	08/02/2024		08/02/2024	8,597.60
7402 - Nature's Way, INC	65512	04-Landscaping Services-Trades District-Pkg Garage-June 2024	Paid by EFT # 60356		07/23/2024	07/23/2024	08/02/2024		08/02/2024	1,485.00





# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/20/24 - 08/02/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
656 - B&L Sheet Metal and Roofing, INC	2070392	15-Repairs at 714 S Rogers Street-3/18/2024	Paid by EFT # 60210		07/23/2024	07/23/2024	08/02/2024		08/02/2024	4,800.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000390	15-Lawncare/600 N Rogers/11th & N Rogers/10th & Madison-June 24	Paid by EFT # 60233		07/23/2024	07/23/2024	08/02/2024		08/02/2024	1,140.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000389	15-Lawncare for RDC Owned Properties-June 2024	Paid by EFT # 60233		07/23/2024	07/23/2024	08/02/2024		08/02/2024	3,585.00
7402 - Nature's Way, INC	65424	15-Monthly Interior Maintenance Billing-Showers West-7/1/24	Paid by EFT # 60356		07/23/2024	07/23/2024	08/02/2024		08/02/2024	276.85
5900 - VET Environmental Engineering, LLC	7467	15-Water Remediation & Mold Treatment-714 S Rogers-3/14-4/5	Paid by EFT # 60432		07/23/2024	07/23/2024	08/02/2024		08/02/2024	5,791.80
223 - Duke Energy	9101205751660724	15-627 N Morton-elec chgs 06/04/24-07/01/24	Paid by Check # 78736		07/24/2024	07/24/2024	07/24/2024		07/24/2024	188.68
208 - City Of Bloomington Utilities	35277-0020624	15-320 W. 8th St-Showers West-water/sewer bill-June 2024	Paid by Check # 78733		07/24/2024	07/24/2024	07/24/2024		07/24/2024	906.29
364 - Rumpke Of Indiana, LLC	3700202044-0724	15-Trash Service at 320 W 8th - Showers West - July 2024	Paid by EFT # 60194		07/24/2024	07/24/2024	07/24/2024		07/24/2024	123.81
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 10	\$26,895.03
							Program 150000 - Main Totals		Invoice Transactions 11	\$30,179.24
							Department 15 - HAND Totals		Invoice Transactions 11	\$30,179.24
							Fund 444 - RDC Totals		Invoice Transactions 11	\$30,179.24



# Board of Redevelopment Commission Claim Register

Invoice Date Range 07/20/24 - 08/02/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>905 - Housing Develp (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
7768 - Bloomington Cooperative Living Incorporated	Jun-24	15-Housing Dev Fund/410 W. Kirkwood Ave/June 2024 bookkeeping	Paid by EFT # 60222		07/23/2024	07/23/2024	08/02/2024		08/02/2024	1,410.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$1,410.00
							Program <b>150500 - Housing</b> Totals		Invoice Transactions 1	\$1,410.00
							Department <b>15 - HAND</b> Totals		Invoice Transactions 1	\$1,410.00
							Fund <b>905 - Housing Develp (Ord16-41)(S9506)</b> Totals		Invoice Transactions 1	\$1,410.00
							Grand Totals		Invoice Transactions 30	\$1,298,354.40

**REGISTER OF CLAIMS**

**Board: Redevelopment Commission Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
08/02/24	Claims				\$1,298,354.40
					<u>\$1,298,354.40</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 \$1,298,354.40

Dated this 25<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 S. ...



**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

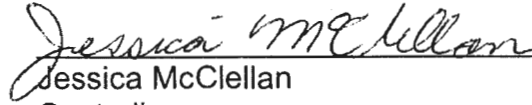
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

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

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 07/08/2024 to 07/21/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

  
\_\_\_\_\_  
Jessica McClellan  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/26/24 - 07/26/24  
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	07/26/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
			.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	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	07/26/2024	1,705.68		.00	128.81	95.72	22.38	48.63	30.64	191.83	1,187.67
			.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	\$95.72	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.67
10000 Collins, Barry 0111	07/26/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
2771 Council, David R	07/26/2024	1,742.80		.00	73.66	88.87	20.79	42.80	26.97	400.90	1,088.81
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80	\$0.00	\$0.00	\$73.66	\$88.87	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.81
3232 Davis, Rebecca D	07/26/2024	1,857.70		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.56
			.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	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.56
10000 Finley, Christina L 0187	07/26/2024	3,403.85		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
		\$3,403.85	\$0.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
2393 Hayes, Chastina J	07/26/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
3496 Hershman, Felicia J	07/26/2024	1,730.78		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,293.00
			.00	.00	1,653.56	1,653.56	1,653.56	1,653.56	1,653.56		
		\$1,730.78	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,293.00
10000 Hewett, John H 0251	07/26/2024	2,311.86		.00	197.45	130.24	30.46	63.00	39.69	454.02	1,397.00
			.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	\$130.24	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.00
			\$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 07/26/24 - 07/26/24  
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>											
3183 Hyten LaFontaine, Stephanie L	07/26/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	07/26/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
		\$4,507.16	\$0.00	\$0.00	\$4,270.80	\$4,270.80	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	07/26/2024	1,896.31		.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	07/26/2024	1,672.00		.00	.00	94.58	22.13	48.03	30.26	146.70	1,330.30
			.00	.00	1,525.30	1,525.30	1,525.30	1,525.30	1,525.30		
		\$1,672.00	\$0.00	\$0.00	\$0.00	\$94.58	\$22.13	\$48.03	\$30.26	\$146.70	\$1,330.30
1378 Sandweiss, Noah S	07/26/2024	2,307.69		.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	07/26/2024	2,019.80		.00	180.01	113.48	26.53	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80	\$0.00	\$0.00	\$180.01	\$113.48	\$26.53	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	07/26/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	07/26/2024	2,210.11		.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	07/26/2024	2,082.98		.00	113.03	129.13	30.21	60.82	38.32	224.25	1,487.22
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98	\$0.00	\$0.00	\$113.03	\$129.13	\$30.21	\$60.82	\$38.32	\$224.25	\$1,487.22
			\$0.00	\$0.00	\$1,882.98	\$2,082.98	\$2,082.98	\$1,882.98	\$1,882.98		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/26/24 - 07/26/24  
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>											
728 Wright, Edward E	07/26/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
			\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$41,088.87		\$0.00	\$3,379.29	\$2,430.24	\$568.39	\$1,213.82	\$750.42	\$3,845.57	\$28,901.14
			\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		
Grand Totals		\$41,088.87		\$0.00	\$3,379.29	\$2,430.24	\$568.39	\$1,213.82	\$750.42	\$3,845.57	\$28,901.14
			\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		

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

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/26/2024	Payroll				41,088.87
					<u>41,088.87</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 \$ 41,088.87

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 \_\_\_\_\_



**24-55**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AN AGREEMENT WITH PRESIDIO FOR  
HOPEWELL PHASE 1 EAST HARDWARE AND CAMERA INSTALLATION**

- 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), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, the City wishes to install a new wireless infrastructure and cameras for the Project (“Services”); and
- WHEREAS, City staff solicited quotes for Services from Presidio Networked Solutions Group, LLC (“Presidio”); and
- WHEREAS, City staff have negotiated an agreement with Presidio for an amount not to exceed Forty-Nine Thousand One Hundred Seventy-Four Dollars and Forty-Three Cents (\$49,174.43) for the Services (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.

3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an additional amount not to exceed Forty-Nine Thousand One Hundred Seventy-Four Dollars and Forty-Three Cents (\$49,174.43) to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement. In the event that the Board of Public Works does not approve the Agreement, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 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

**AGREEMENT**  
**between the**  
**CITY OF BLOOMINGTON**  
**ENGINEERING DEPARTMENT**  
**and**  
**PRESIDIO NETWORKED SOLUTIONS GROUP LLC**

This Agreement (the “Agreement”) is entered into and made effective as of the date of the last signature below (the “Effective Date”) by and between the City of Bloomington by and through its Engineering Department (hereinafter referred to as “City”), and Presidio Networked Solutions Group LLC (hereinafter referred to as “Service Provider”).

**WHEREAS**, the City wishes to install a new wireless infrastructure and cameras at the Hopewell site, hereinafter referred to as the “Project;” and

**WHEREAS**, the City wishes to have Service Provider provide materials and install cameras for the Project, hereinafter collectively referred to as the “Services” and which are more fully set forth below; and

**WHEREAS**, Service Provider has the experience and professional expertise and is willing and able to provide such Services to the City; and

**WHEREAS**, it is in the public interest that such Services be undertaken and performed.

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

- 1. Scope of Services.** Service Provider shall provide required Services for the City which are more fully set forth in the quotes dated July 12, 2024, May 6, 2024, and May 25, 2024, attached hereto, and marked as **Exhibits “A”, “B” and “C”**, and incorporated herein by reference. In the event of any conflict between this Agreement and Exhibits A, B and C, this Agreement will govern. Time is of the essence and Service Provider shall diligently complete all Services in a timely manner and consistent with the Standard of Care identified in Section 3 below.
- 2. Effective Date, Term and Termination.** The Effective Date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the Effective Date and expire on December 31, 2024.

In the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The non-performing party shall have thirty (30) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Service Provider. Service Provider shall terminate or

suspend performance of the Services on a schedule acceptable to the City and the City shall pay Service Provider for all the Services performed up to the date that written notice is received, including costs and expenses incurred and any non-cancellable commitments with vendors and/or subcontractors, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Service Provider's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Service Provider in connection with this Agreement shall become the property of the City, as set for in Section 10 herein.

3. **Standard of Care.** Service Provider shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Service Provider's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Service Provider, and by mutual agreement of the parties, Service Provider will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
4. **Warranty/Warranty Disclaimer.** EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. SERVICE PROVIDER WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. SERVICE PROVIDER SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD SERVICE PROVIDER SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSIP AT NO ADDITIONAL COST TO THE CITY AS THE CITY'S SOLE AND EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE CITY AGREES THAT ANY PRODUCTS PROVIDED TO THE CITY UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY SERVICE PROVIDER WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER OR DEVELOPER, IF ANY, AND SERVICE PROVIDER MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH PRODUCTS.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Service Provider shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.

6. **Compensation.** The City shall pay Service Provider for all fees and expenses for Services herein provided as follows:

Hardware: \$19,835.46  
Labor and travel: \$14,663.27  
Cameras: \$14,675.70

Total: \$49,174.43

Service Provider shall submit invoices to the City. Invoices shall be sent to:

Engineering Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47404  
engineering@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to the City within thirty (30) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Service Provider. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed unless and until additional funding is approved and an amendment to this Agreement reached by both parties herein.

7. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below. In the event of termination, the City shall pay for all services rendered and costs incurred by Service Provider up until the effective date of termination. In such event, the Service Provider is entitled to payment for products and services rendered, including costs and expenses incurred and any non-cancellable commitments with vendors and/or subcontractors, prior to the effective date of termination.
8. **Schedule.** Service Provider shall perform the Services as established in Article 1. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Service Provider.** Service Provider acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Service Provider. Service Provider thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Service Provider. Service Provider shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of Service Provider's personnel or proposed

outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the Project.

- 10. Ownership of Documents and Intellectual Property.** Service Provider agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Service Provider for this Project only, and shall not be reused or reassigned for any purpose. All documents, drawings and specifications, including digital format files, prepared by Service Provider and furnished to the City as part of the Services shall become the property of the City, and the City shall have a perpetual, irrevocable, worldwide, royalty-free, nonexclusive right to use all intellectual property embodied in such materials for its internal and external purposes (such as press releases and to respond to requests under Indiana's Access to Public Records Act). Service Provider shall retain its ownership rights in intellectual property and other proprietary property (including but not limited to software and databases) developed, utilized, or modified by Service Provider in the performance of the Services.
- 11. Reuse of Documents.** All documents, including but not limited to, drawings, specifications and computer software prepared by Service Provider pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this Project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Service Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Service Provider. The City shall indemnify and hold harmless Service Provider against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by Service Provider will entitle Service Provider to additional compensation at rates to be agreed upon by the City and Service Provider.
- 12. Accessibility of Deliverables.** All final reports and other final deliverables provided by Service Provider under this Agreement shall be provided digitally and shall meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, available at <https://www.w3.org/WAI/standards-guidelines/wcag/#iso> .
- 13. Independent Service Provider Status.** During the entire term of this Agreement, Service Provider shall be an independent Service Provider, and in no event shall any of its personnel, agents or sub-Service Providers be construed to be, or represent themselves to be, employees of the City. Service Provider shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 14. Indemnification.** Service Provider shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all third party claims, demands, damages, costs, expenses or other liability, including reasonable attorneys' fees and defense costs, to the extent caused by Service Provider's willful misconduct or negligent performance of professional services under this Agreement and that

of its sub-Service Providers or anyone for whom Service Provider is legally liable. Service Provider's obligations provided in this Section are contingent upon the City providing Service Provider with: i) written notice of the claim as soon as the City first becomes aware of the claim; ii) complete control of the defense of and the right to settle such claim; iii) all available information, assistance, and cooperation to enable Service Provider to defend or settle such claim, at Service Provider's expense.

**15. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY THE CITY OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SERVICE PROVIDER'S ENTIRE LIABILITY HERUNDER AND THE CITY'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY THE CITY TO SERVICE PROVIDER FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE STATEMENT OF WORK DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

SERVICE PROVIDER SHALL NOT BE LIABLE TO THE CITY OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CITY OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE STATEMENT OF WORK; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION OF, THE CITY'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF THE CITY, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "CITY COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK; (IV) A BREACH IN THE SECURITY OF ANY OF THE CITY COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF THE CITY'S, ITS USERS' OR THIRD PARTIES' CONENT, DATA, OR INFORMATION, or (VI) THE CITY'S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY SERVICE PROVIDER. In addition to any responsibilities specified in an Statement of Work, the City shall establish, implement and

maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing THE CITY'S, its employees, subcontractors, or third parties' access and use of the CITY Computer Systems.

**16. Insurance.** During the performance of any and all Services under this Agreement, Service Provider shall maintain the following insurance in full force and effect:

- A. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- B. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- C. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- D. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Service Provider shall provide at least 30 days' notice to City prior to any cancellation/termination of any or all insurance policies.

Service Provider shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Service Provider may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Service Provider fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

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

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

**19. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void



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

20. **Assignment.** Neither the City nor Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Notwithstanding the foregoing, the City agrees that Service Provider may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets.
21. **Non-Solicitation.** During the term of the Agreement and for a period of twelve (12) months thereafter, the City agrees not to solicit for a permanent or other position any employee or subcontractor of the Service Provider to whom the City was introduced or who worked on a project involving the parties pursuant to this Agreement. Should the City solicit and/or hire such an employee or subcontractor from Service Provider, the City shall pay to Service Provider an administrative fee equal to the most recent year's aggregate employee's compensation with Service Provider or the Subcontractor as applicable. This fee would be payable at the time of the individual's acceptance of employment from the City.
22. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Service Provider.
23. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
24. **Non-Discrimination.** Service Provider shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Service Provider understands that the City prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Service Providers doing work for the City. If Service Provider believes that a City employee engaged in such conduct towards Service Provider and/or any of its employees, Service Provider or its employees may file a complaint with the City Department head in charge of Service Provider's work, and/or with the City's Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such

prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

- 25. Verification of New Employees' Immigration Status.** Service Provider is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists). Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "D"**, and by this reference incorporated herein.

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

- 26. Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person, nor prevented any person from making an offer, nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider has signed the non-collusion affidavit attached hereto, marked as **Exhibit "E"** and by this reference incorporated herein.

- 27. Living Wage Ordinance.** [Intentionally Omitted.]

- 28. Compliance with Laws.** In performing the Services under this Agreement, Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Service Provider shall advise City of any and all applicable regulations and approvals required by any federal, state, local government agencies. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the Project are in conflict, Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

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



**EXHIBITS A, B, C**  
**SCOPE OF SERVICES**

**[See Attached]**

Resolution 24-55  
Exhibit A

General Information			
Client Name	City of Bloomington	Account Manager	Todd Widdis
Contact Name	Rob Cronk	Solution Architect	Derek Bulthuis
Contact Phone	18123696345	Opportunity #	1003524089753
Contact Address	401 N Morton St., Suite 160, Bloomington, IN 47404	Date	12-Jul-2024
Contact Email	rob.cronk@bloomington.in.gov	Service Title	Hopewell Park

Service Information	
Technology Area	<input checked="" type="checkbox"/> Network <input checked="" type="checkbox"/> Mobility <input type="checkbox"/> Other: _____
Type of Request	Fixed Fee

Presidio Networked Solutions Group LLC ("Presidio") is pleased to provide the following services to City of Bloomington ("Client"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

## Description of Services

### 1.1. Solution and Approach Overview

The City of Bloomington, Indiana has engaged Presidio for the deployment of a wireless infrastructure at Hopewell Park located in the City of Bloomington, Indiana. The goals of this project are the following:

- Deployment of (3) Cisco Catalyst C9124AXI Wireless Access Points (AP)
- Deployment of (1) Cisco Catalyst Switch
- Wireless Network (WLAN) Review
- Integration, validation, and testing
- Knowledge transfer and project closure
- Project Management

### 1.2. Project Scope

The new wireless infrastructure will uplink to existing switch infrastructure that align with best practices. It is assumed all work will be completed during regular business hours unless otherwise noted.

- Review current network design and configurations
- Build new network design based on the current physical architecture

#### 1.2.1. Wireless Implementation

Hopewell Park:

- Presidio will configure up to (3) Cisco C9124AXI access points with existing Cisco 9800 Wireless LAN Controller
- Adoption of wireless configuration settings from current WLC
  - 1 User SSID
  - 1 Guest SSID
- Best practice wireless configuration settings
- Presidio will provide wireless coverage to Hopewell Park by deploying the following to light poles no higher than 20ft off ground level:
  - Securing mounting hardware for (3) access points
  - Mounting (3) Cisco C9124AXI access points
  - Connecting copper uplink to access points
  - Configuring switchport on Cisco Catalyst switch for access point connectivity

## Resolution 24-55 Exhibit A

- City of Bloomington will be responsible to provide required ethernet cables and power for AP connectivity.

### 1.2.2. Wired Implementation

Presidio will provide wired connectivity to Hopewell Park by deploying the following to the City of Bloomington Hopewell Park:

- Securing Cisco Catalyst switch inside of metal enclosure
- Connecting fiber uplink to existing Cisco Catalyst 9500 switch
- City of Bloomington will be responsible to provide fiber connectivity (single mode fiber with LC termination) to Cisco Catalyst switch located at Hopewell Park
- Configuring switchport on existing Cisco Catalyst 9500 switch for Hopewell connectivity
- Connecting (2) ethernet cables for AP connectivity
- City of Bloomington will be responsible to provide power to the network components located in the metal enclosure at Hopewell Park. Power requirements:
  - (1) Cisco Catalyst switch
    - 120V at 10.5A
- Equipment to be deployed at Hopewell Park:
  - (1) Cisco Catalyst Series Switch
    - Unbox and install/mount in enclosure
    - Upgrade to best practice version of IOS-XE
    - Apply best practice configuration standards
    - Secure administration and management
    - Spanning Tree Protocol (STP) design and configuration
    - Virtual Local Area Network (VLAN)
    - Layer 2/3 Interfaces
    - Static routing

### 1.3. Wireless Validation Assessment

Survey will be completed onsite at the following sites:

- Hopewell Park – Survey to cover up to (95,000) sq. ft
  - The survey will assess the location for optimal 802.11ac wireless coverage
  - The survey will not assess the entire outdoor location, but up to (10) critical location points where signal is desired
  - The final survey report will include the following:
    - Current AP locations
    - Noted areas of wireless coverage gaps
    - Site diagram showing where additional APs are needed to provide optimal coverage (if necessary)

### 1.4. Testing / Validation

- Validation of the access points and user connectivity
- Adjustments to the configuration to ensure connectivity meets expected results based upon wireless validation assessment

### 1.5. Training & Knowledge Transfer

- Presidio will spend up to (1) hours of Administrative Knowledge Transfer in the following areas:

## Resolution 24-55 Exhibit A

- General Cisco wireless knowledge, as it relates to the project
- On-going Support Review
- Review of the wireless assessment report
- If additional training is needed beyond the scope of the Knowledge Transfer items above, Presidio can provide pricing for additional training from a training partner. Some of the knowledge transfer process may occur throughout the course of this project.

### Assumptions

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope will necessitate a project change request (PCR).
3. This Service Request supersedes any previous scope discussion or agreement including PowerPoint proposals, emails, or verbal communications.
4. Client has read and agrees with all items contained or omitted within this Service Request.
5. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.
6. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
7. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
8. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.
9. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.
10. A third-party contractor will be utilized to install the access points:
  - Contractor will install (3) AP's and related hardware on streetlights as described in SOW provided.
  - All AP's to be installed in one trip.
  - Work to be performed from "A" frame ladders.
  - PCS to provide miscellaneous consumables and mounting hardware.

### Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
5. City of Bloomington will be responsible to provide power to the network components located in the enclosure at

Resolution 24-55  
Exhibit A

Hopewell Park

6. City of Bloomington is responsible for all cabling required
7. Client will be responsible to paint enclosures for access point (if desired)
8. Client will secure enclosure for power, switch, fiber distribution, and copper connectivity
9. City of Bloomington will provide any IP addressing, subnetting, routing, or access information required for the completion of this project.
10. City of Bloomington will assist with mounting the switch within its enclosure.

**Project Management**

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)



Resolution 24-55  
Exhibit A

**Locations**

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
City of Bloomington	401 N Morton St.	Bloomington, IN 47404	On site

**Price and Payment Terms**

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
<b>Project Initiation</b>	\$2,914.00
<b>Project Closure</b>	\$11,655.55
<b>Total</b>	<b>\$14,569.55</b>

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

**Expenses**

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are NOT included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within 30 days of submission of invoice to Client. The expenses are estimated at \$93.72.

**Travel Time**

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work is included in the pricing above.

The scope and pricing are valid for 60 days unless otherwise noted.

<b>Authorized Client Signature</b>	<b>Title</b>	<b>Date</b>
<b>Authorized Presidio Signature</b>	<b>Title</b>	<b>Date</b>



**QUOTE:** 2003524100862-01

DATE: 05/06/2024

PAGE: 1 of 3

**TO:**  
City of Bloomington  
Rob Cronk  
401 N Morton St  
Suite 160  
Bloomington, IN 47404  
  
rob.cronk@bloomington.in.gov  
(p) 18123696345  
(f) (812) 323-3207

**FROM:**  
Presidio Networked Solutions Group, LLC  
Alecia Zielinski  
9455 Delegates Row  
Indianapolis, IN 46240  
  
azielinski@presidio.com  
(p) +1.616.871.1604

**Customer#:** CITYB011  
**Account Manager:** Todd Widdis  
**Inside Sales Rep:** Alecia Zielinski  
**Title:** Hopewell Park

**Contract Vehicle:** Indiana Quantity Purchase Agreement # 12921  
**Lead Time:** 14-30 Days

#	Part #	Description	Unit Price	Qty	Ext Price
<b>Hopewell Equipment</b>					
<b>C9124AXI-B</b>					
1	C9124AXI-B	Wi-Fi 6 Outdoor AP, Internal Ant, -B Regulatory Domain	\$1,248.78	5	\$6,243.90
2	CON-SNT-C9124AXI	SNTC-8X5XNBD Wi-Fi 6 Outdoor AP, Internal Ant, -B Reg	\$90.40	5 for 36 mo(s)	\$1,356.00
3	SW9124AX-CAPWAP-K9	Capwap software for Catalyst 9124AX	\$0.00	5	\$0.00
4	AIR-AP-NO-BRACKET	AP Bracket not shipped	\$0.00	5	\$0.00
5	CDNA-E-C9124	Wireless Cisco DNA On-Prem Essentials, 9124Tracking	\$0.00	5	\$0.00
6	DNA-E-3Y-C9124	C9124AX Cisco DNA On-Prem Essential,3Y Term,Trk Lic	\$0.00	5	\$0.00
7	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	5	\$0.00
8	AIR-DNA-E-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term Lic	\$122.43	5	\$612.15
9	AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	5	\$0.00
10	AIR-DNA-E-T-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	\$0.00	5	\$0.00
11	AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	\$0.00	5	\$0.00
12	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	5	\$0.00
<b>Total:</b>					<b>\$8,212.05</b>
<b>AIR-MNT-VERT1=</b>					
13	AIR-MNT-VERT1=	Vertical pole/wall mounting kit for Catalyst APs	\$62.06	3	\$186.18
<b>Total:</b>					<b>\$186.18</b>
<b>SFP-10G-LR=</b>					
14	SFP-10G-LR=	10GBASE-LR SFP Module	\$2,245.80	2	\$4,491.60
<b>Total:</b>					<b>\$4,491.60</b>
<b>GLC-LH-SMD=</b>					
15	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$558.19	2	\$1,116.38
<b>Total:</b>					<b>\$1,116.38</b>
<b>Total (Hopewell Equipment):</b>					<b>\$14,006.21</b>
<b>Option 1: Switch Option 1</b>					
<b>C9300LM-24U-4Y-E</b>					



**QUOTE:**

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16	C9300LM-24U-4Y-E	Catalyst 9300L Mini 24p UPoE NW-E, 4x 25G Uplink	\$4,002.13	1	\$4,002.13
17	CON-SNT-C9300LME	SNTC-8X5XNBD Catalyst 9300L Mini 24p UPoE NW-E, 4x 25	\$498.40	1 for 36 mo(s)	\$1,495.20
18	S9300LUK9-179	Cisco Catalyst 9300L XE 17.9 UNIVERSAL	\$0.00	1	\$0.00
19	C9300L-NW-E-24	C9300L Network Essentials, 24-port license	\$0.00	1	\$0.00
20	C9300L-STACK-BLANK	Catalyst 9300L Blank Stack Module	\$0.00	2	\$0.00
21	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	1	\$0.00
22	PWR-C6-600WAC	600W AC Config 6 Power Supply	\$0.00	1	\$0.00
23	C9300L-SPS-NONE	No Secondary Power Supply Selected	\$0.00	1	\$0.00
24	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
25	C9300L-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
26	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	1	\$0.00
27	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
28	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
29	C9300L-DNA-E-24	C9300L Cisco DNA Essentials, 24-port license	\$0.00	1	\$0.00
30	C9300L-DNA-E-24-3Y	C9300L Cisco DNA Essentials, 24-port, 3 Year Term license	\$331.92	1	\$331.92
31	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
<b>Total:</b>					<b>\$5,829.25</b>
<b>Total (Option 1: Switch Option 1):</b>					<b>\$5,829.25</b>
<b>Option 2: Switch Option 2 (w/ Power Injectors)</b>					
<b>C9200CX-12P-2X2G-E</b>					
32	C9200CX-12P-2X2G-E	Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials	\$1,231.57	1	\$1,231.57
33	CON-SNT-C920CXPO	SNTC-8X5XNBD Catalyst 9000 Compact Switch 12-Port PoE	\$153.60	1 for 36 mo(s)	\$460.80
34	C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license	\$0.00	1	\$0.00
35	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
36	C9K-CMPCT-PWR-CLP	Power Retainer Clip for 9200CX Compact Switch	\$13.61	1	\$13.61
37	SCAT9200CXUK9-179	Cisco Catalyst 9200CX XE 17.9 UNIVERSAL	\$0.00	1	\$0.00
38	C9200CX-DNA-E-12	C9200CX Cisco DNA Essentials, 12-Port Term Licenses	\$0.00	1	\$0.00
39	C9200CX-DNAE12-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 12P	\$165.97	1	\$165.97
40	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
41	C9K-WALL-TRAY	Wall Mount Bracket for 9200CX Compact Switch	\$24.49	1	\$24.49
<b>Total:</b>					<b>\$1,896.44</b>
<b>AIR-PWRINJ-60RGD1=</b>					
42	AIR-PWRINJ-60RGD1=	Power Injector, 60W, outdoor, North America plug	\$472.84	3	\$1,418.52
<b>Total:</b>					<b>\$1,418.52</b>



**QUOTE:**

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DATE:

05/06/2024

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Total (Option 2: Switch Option 2 (w/ Power Injectors)):

\$3,314.96

**Sub Total:**

**\$14,006.21**

**Grand Total:**

**\$14,006.21**

This quote is governed by Terms and Conditions of Quantity Purchase Agreement #12921 For Cisco Hardware, Software, Professional and Advanced Services EDS# D20-3-12921  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Infrastructure Solutions LLC  
6355 East Paris Ave  
Caledonia, MI 49316

Pursuant to this contract your PO must reflect the following contract:  
Quantity Purchase Agreement #12921 For Cisco Hardware, Software, Professional and Advanced Services EDS# D20-3-12921

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

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

\_\_\_\_\_  
Date



**OUR GOAL IS SIMPLE – TO MAKE YOUR TECHNOLOGY FINANCING SOLUTION EASY AND ECONOMICAL**

Accelerate the adoption of new technology with PTC’s flexible financing solutions. Our in-house financing specialists can help roll all of your technology-related costs (hardware, software, maintenance, services) into a single payment structure designed to meet your technology needs and budget requirements.

**SAMPLE 36 MONTH LEASE QUOTE**

Presidio can offer you 36-month indicative lease rates for the equipment in this quote for as low as **\$648.56** \* per month.

	<b>Sale Price</b>	<b>Monthly Lease Price</b>
Hardware	\$18,728.38	\$518.16
Software	\$1,110.04	\$32.46
Other	\$3,312.00	\$97.95
<b>Grand Total:</b>	<b>\$23,150.42</b>	<b>\$648.56</b>

**FINANCING OPTIONS WITH NO PAYMENTS FOR UP TO 90 DAYS**

Our program allows your company to accelerate the adoption of new technology, receive the benefits now, and delay the initial payments for up to 90 days.

**CONTACT US**

For more information on Presidio's financing options and current promotions please call 1-800-248-1126 or email [ptc@presidio.com](mailto:ptc@presidio.com) to get in touch with a Financial Solutions Consultant. Visit [www.presidio.com](http://www.presidio.com) to learn more.

\* This rate is for planning purposes only and subject to change based on final in equipment configurations, installation time frames, and market conditions. All quotes are subject to approval by the Presidio Technology Capital Finance Committee and execution of PTC's standard lease and credit documentation.



**QUOTE:** 2001822011719-01

DATE: 05/25/2022

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**TO:**  
City of Bloomington  
Mike Crump  
401 N Morton St  
Suite 160  
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(f) (812) 323-3207

**FROM:**  
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**Customer#:** CITYB011  
**Account Manager:** James Dilbone  
**Inside Sales Rep:** Christy Beard  
**Title:** PhySec - Hopewell Neighborhood Cameras  
**Comments:** Installation estimate does not include custom fabrication or painting  
Lift Rental if required not included

**Contract Vehicle:** \*Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	PNM-9085RQZ	5MP X 4 outdoor Dome, PTRZ w/IR	\$2,279.90	4.00	\$9,119.60
2	SBP-390WMW2	Wall Mount accessory outdoor PTZ, white	\$129.00	4.00	\$516.00
3	SBP-300PMW1	Pole Mount Adapter Acc SBP-300WMW1 Wht	\$47.40	4.00	\$189.60
4	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$4,785.50	1.0000	\$4,785.50

<b>Sub Total:</b>					<b>\$14,610.70</b>
<b>Shipping:</b>					<b>\$65.00</b>
<b>Grand Total:</b>					<b>\$14,675.70</b>

Resolution 24-55  
Exhibit A



**QUOTE:** 2001822011719-01

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Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**



**QUOTE:** 2001822011719-01

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- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

**Confidential Information.**

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

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

\_\_\_\_\_  
Date





**EXHIBIT E**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

**Presidio Networked Solutions Group, LLC**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature                      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                      County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

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:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

<b>Consolidated TIF</b>	<b>\$31,455,000</b>
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

<b>Step</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Timeline</b>
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 (J.S. 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>	\$7,708,466.23	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	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

<b>7.</b>	<b>Hopewell East</b>	<b>\$17,840,770.01</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	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 <sup>nd</sup> Duke Relocation	\$43,780.58	2024
	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>7l. Water Meter Fees</b>	<b>\$3,981.00</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% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	\$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	
<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 J.S. 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
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3

To Be Completed by Redevelopment Commission Staff:

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

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



## RESOLUTION NO. 24-57

### **RESOLUTION OF THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE REFUNDING BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR THE REFUNDING OF CERTAIN OUTSTANDING TAX INCREMENT REVENUE BONDS OF THE REDEVELOPMENT DISTRICT AND OTHER COSTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS**

WHEREAS, within the City of Bloomington, Indiana, a governmental unit and political subdivision of the State (the “City”), there has been created the City of Bloomington Redevelopment District (the “District”), governed by the City of Bloomington Redevelopment Commission (the “Commission”) operating under Indiana Code 36-7-14 and Indiana Code 36-7-25 and all related and supplemental statutes, as amended and in effect on the issue date of the 2024 Bonds (defined below) including Indiana Code 5-1-5 and Indiana Code 5-1-14 (collectively, “Act”); and

WHEREAS, pursuant to the Act, the Commission previously established the boundaries of the following economic development areas: (i) Adams Crossing Economic Development Area which was established in 1994 with 108 acres, amended in 2000 to include 10 additional acres, and amended in 2009 to add 86 acres; (ii) Downtown Economic Development Area which was established in 1985 with 133 acres, amended in 1990 to include 21 additional acres, and amended in 2010 to add 48 acres, all of which was designated as an allocation area (the “Downtown Area” and the “Downtown Allocation Area”); (iii) Tapp Road Economic Development Area which was established in 1993 with 216 acres, amended in 2003 to add 25 acres, amended in 2015 to add 190 acres, amended in 2015 to add an additional 24 acres; (iv) Thomson Economic Development Area which was established in 1991 with 276 acres and amended in 1993 to add 245 acres; (v) Walnut-Winslow Economic Development Area which was established in 1993 with 117 acres and consolidated, amended in 2002 to form the Thomson Walnut-Winslow Economic Development Area including an additional 63 acres, amended three times in 2015 to add 5.83 acres, 6.48 acres and 5.89 acres, respectively; (vi) Whitehall Economic Development Area which was established in 1998 with 113 acres and amended in 2000 to add 10.05 acres; (vii) Bloomfield Road Economic Development Area which was established in 2015 with 187 acres; (viii) Fullerton Pike Economic Development Area which was established in 2015 with 184 acres; (ix) Seminary Economic Development Area which was established in 2015 with 52 acres; (x) South Walnut Economic Development Area which was established in 2015 with 161 acres; and (xi) West Third Street Economic Development Area which was established in 2015 with 156 acres (the “Existing EDAs”); and

WHEREAS, pursuant to a declaratory resolution adopted by the Commission on February 2, 2015, as confirmed by a resolution adopted by the Commission, following a public hearing, on April 6, 2015, the Commission (a) consolidated and expanded the Existing EDAs into a single consolidated economic development area, designated as the Bloomington Consolidated Economic Development Area (the “Consolidated EDA” or the “Area”), (b) designated all of the Consolidated EDA as an allocation area (the “Allocation Area”) for purposes of capturing incremental ad

valorem real property tax revenues levied and collected in the Allocation Area, known as “Tax Increment”, and (c) approved a redevelopment plan (the “Plan”) for the Area; and

WHEREAS, the District has previously issued the following obligations which are currently outstanding: (i) the City of Bloomington, Indiana Tax Increment Revenue Bonds of 2015, dated June 19, 2015 (the “2015 Bonds”), currently outstanding in the aggregate principal amount of \$29,745,000; (ii) Tax Increment Revenue Refunding Bonds of 2017, dated June 27, 2017 (the “2017 Bonds”), currently outstanding in the principal amount of \$6,415,000; (iii) Tax Increment Revenue Bonds, Series 2019A-1, dated November 14, 2019 (the “2019A-1 Bonds”), currently outstanding in the principal amount of \$12,845,000; (iv) Taxable Tax Increment Revenue Bonds, Series 2019A-2, dated November 14, 2019 (the “2019A-2 Bonds”), currently outstanding in the principal amount of \$505,000; and (v) Tax Increment Revenue Bonds, Series 2019A, dated November 14, 2019 (the “2019B Bonds”), currently outstanding in the principal amount of \$10,615,000; and

WHEREAS, the 2017 Bonds are secured solely by, and payable from, the amount of tax increment derived from that portion of the Allocation Area that previously comprised the Downtown Allocation Area prior to the consolidation of the Existing EDA’s that is required to meet the debt service requirements and maintain any reserve fund requirements on the 2017 Bonds (such portion, the “Downtown Area Tax Increment”), and have no claim upon any Tax Increment derived from any other areas of the Allocation Area; and

WHEREAS, the 2015 Bonds, the 2019A-1 Bonds, the 2019A-2 Bonds and the 2019B Bonds are secured solely by, and payable from, (i) the Tax Increment on a parity basis and (ii) the Downtown Area Tax Increment, on junior and subordinate basis to the pledge thereof to the 2017 Bonds; and

WHEREAS, the resolutions authorizing the issuance of the 2015 Bonds, the 2019A-1 Bonds, the 2019A-2 Bonds and the 2019B Bonds authorize the issuance of additional bonds payable from the Tax Increment ranking on parity with the pledge thereof to the outstanding the 2015 Bonds, the 2019A-1 Bonds, the 2019A-2 Bonds and the 2019B Bonds, provided that certain financial conditions can be met, and the Commission finds that the finances of the Commission will enable the Commission to meet the conditions for the issuance of additional parity bonds and that, accordingly, the refunding bonds authorized herein will constitute a first charge against the Tax Increment on a parity with the pledge thereof any unrefunded portion of the 2015 Bonds (if any), the 2019A-1 Bonds, the 2019A-2 Bonds and the 2019B Bonds (collectively, the “Outstanding Parity Obligations”); and

WHEREAS, the 2015 Bonds are subject to redemption at the option of the Commission, in whole or in part, beginning on February 1, 2025, upon thirty (30) days’ notice, at a redemption price equal to one hundred percent (100%) of the principal to be redeemed, plus accrued and unpaid interest to the redemption date, and without premium; and

WHEREAS, the Commission has been advised that, based on current market conditions, the Commission could achieve a substantial reduction in the interest expense associated with the 2015 Bonds by issuing bonds to refund the 2015 Bonds maturing on or after February 1, 2025 (the “Refunded Bonds”); and

WHEREAS, the Commission deems it advisable to issue, in one or more series, designated as the “City of Bloomington, Indiana, Redevelopment District Tax Increment Revenue Refunding Bonds of 2024” (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the bonds are issued) (the “2024 Bonds”), in an original aggregate principal amount not to exceed Thirty Million Dollars (\$30,000,000) (the “Authorized Amount”), for the purpose of providing funds for the payment of all or any portion of (i) the costs of refunding all or a portion of the Refunded Bonds; (ii) the funding of one or more debt service reserve funds for the 2024 Bonds, if necessary; and (iii) the costs of selling and issuing the 2024 Bonds, including all the incidental expenses necessary to be incurred in connection with the issuance of the 2024 Bonds or an account thereof, including payment of the premium for a municipal bond insurance and/or municipal bond debt service reserve surety policy (clauses (i) through and including (iii), collectively, the “Refunding”); and

WHEREAS, the Commission finds and determines that it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Refunding and of the sale and issuance of the 2024 Bonds, which will provide special benefits to property owners in the District, with such 2024 Bonds to be issued as tax increment revenue bonds of the District payable from revenues of the Commission as described more fully herein; and

WHEREAS, the amount of proceeds of the 2024 Bonds allocated to pay costs of the Refunding, together with estimated investment earnings thereon, does not exceed the cost of the Refunding as estimated by the Commission; and

WHEREAS, the projects that were financed by the Refunded Bonds were located in or directly serve and benefit the Area; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2024 Bonds have been complied with in accordance with the applicable provisions of the Act.

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

SECTION 1. DEFINITIONS. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Resolution shall have the meaning given in such definition. In this Resolution, unless a different meaning clearly appears from the context:

“Act” means Indiana Code 5-1-5, Indiana Code 5-1-14, Indiana Code 36-7-14 and Indiana Code 36-7-25 and all related and supplemental acts in effect on the issue date of the 2024 Bonds.

“Allocation Area” means the Allocation Area described in the recitals hereto, minus the portion thereof which previously consisted of the Downtown Allocation Area.

“Allocation Fund” means the special fund established under the Act for the Tax Increment collected in the Allocation Area.

“Area” means the Consolidated EDA described in the recitals hereto.

“Bond Purchase Agreement” means the purchase agreement to be entered into between the Bond Purchaser and the City, acting on behalf of the District.

“Bond Purchaser” means the original purchaser of the 2024 Bonds.

“Bond Resolution” or “Resolution” means this Bond Resolution, authorizing the issuance of the 2024 Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

“Bonds” means, unless the context clearly indicates otherwise, the 2024 Bonds, the 2019A-1 Bonds, the 2019A-2 Bonds, the 2019B Bonds, any unrefunded portion of the 2015 Bonds (if any), and any Parity Obligations hereafter issued in accordance with this resolution.

“Capital Fund” means the Redevelopment District Capital Fund established under the Act as described in Section 11 hereof.

“City” means the City of Bloomington, Indiana.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 2024 Bonds, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

“Commission” means the City of Bloomington Redevelopment Commission.

“Debt Service” means the principal of and interest on any Bonds, lease rentals on any future Parity Obligations which are leases, and any fiscal agency charges associated with any Bonds and the collection of Tax Increment for any Bonds.

“Debt Service Reserve Account” means the Debt Service Reserve Account created under Section 11.

“Debt Service Reserve Requirement” means the least of (i) maximum annual principal and interest due on the 2024 Bonds, the Outstanding Parity Obligations and any additional Parity Obligations; (ii) one hundred twenty-five percent (125%) of average annual debt service on the 2024 Bonds, the Outstanding Parity Obligations and any additional Parity Obligations; or (iii) ten percent (10%) of stated principal amount or proceeds of the 2024 Bonds, the Outstanding Parity Obligations and any additional Parity Obligations, determined in accordance with the Code.

“District” means the City of Bloomington Redevelopment District.

“Downtown Area Tax Increment” means all property tax proceeds from assessed valuation of real property in the area previously designated as the Downtown Allocation Area in excess of the assessed valuation described in Indiana Code § 36-7-14-39(b)(1), as such statutory provisions exist on the dates of the issuance of the 2024 Bonds; provided however, this amount shall not be greater than the amount required to meet then current debt service requirements and reserve funding requirements, if any, on the 2017 Bonds then outstanding.

“Notice Address” means with respect to the City and the Commission:

City of Bloomington  
Bloomington City Hall  
401 N. Morton St. Bloomington, IN 47402  
Attention: Controller

“Owner” means a registered owner of the Bonds.

“Outstanding Parity Obligations” shall have the meaning described in the recitals hereto.

“Parity Obligations” means any obligations (including leases and pledges of Tax Increment permitted by the Act) of the Commission issued or incurred on a parity with the 2024 Bonds and the Outstanding Parity Obligations (as to the pledge of Tax Increment) under Section 12.

“Paying Agent” means the Paying Agent so designated under Section 3(F) or any successor Paying Agent appointed under this Resolution.

“Qualified Investments” means any direct obligation of the United States of America or other investments in which the Commission is permitted by Indiana law to invest at the time of investment.

“Refunding” means all costs of the Refunding as set forth in the recitals of this Resolution.

“Refunding Account” means the City of Bloomington Redevelopment District Refunding Account created under Section 10.

“Registrar” means the Registrar so designated under Section 3(F) or any successor Registrar appointed under this Resolution.

“State” means the State of Indiana.

“Surplus Fund” means the Surplus Fund described in Section 11 hereof.

“Tax Increment” means (a) all real property tax proceeds from assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code § 36-7-14-39(b)(1), as such statutory provisions exist on the date of the issuance of the 2024 Bonds, plus (b) the Downtown Area Tax Increment remaining after payment of current debt service on the 2017 Bonds and restoring any reserve fund requirements thereto, if any.

“2015 Bonds” means the Tax Increment Revenue Bonds of 2015, dated June 25, 2015, currently outstanding in the principal amount of \$29,745,000.

“2017 Bonds” means the Tax Increment Revenue Refunding Bonds of 2017, dated June 27, 2017, currently outstanding in the principal amount of \$6,415,000.

“2019A-1 Bonds” means the Tax Increment Revenue Bonds, Series 2019A-1, dated November 14, 2019, currently outstanding in the principal amount of \$12,845,000.

“2019A-2 Bonds” means the Tax Increment Revenue Bonds, Series 2019A-2, dated November 14, 2019, currently outstanding in the principal amount of \$505,000.

“2019B Bonds” means the Tax Increment Revenue Bonds, Series 2019B, dated November 14, 2019, currently outstanding in the principal amount of \$10,615,000.

“2024 Bonds” shall have the meaning described in the recitals hereto.

## SECTION 2. GRANTING CLAUSES.

(A) The Commission, in consideration of the premises and of the purchase and acceptance of the Bonds by the Owners, in order to secure the payment of the Debt Service on the Bonds, according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied, herein and in the Bonds, does hereby pledge the rights, interests, properties; money and other assets described below for the benefit of the Owners of the Bonds for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in Indiana Code 5-14-4 without the recording of this Resolution or any other instrument:

(1) All cash and securities now or hereafter held in the Allocation Fund, the Surplus Fund and the Debt Service Reserve Account, together with the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Resolution);

(2) All Tax Increment required to be deposited for the benefit of the Bonds and any Parity Obligations or for the benefit of any subordinate obligations; and

(3) Any money hereinafter pledged to the Owners as security to the extent of that pledge; provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the Bonds due, or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding Bonds of all sums of money due or to become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(B) This Resolution further witnesseth, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Commission has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the Bonds, or any part thereof, as provided in this Resolution.

### SECTION 3. THE 2024 BONDS.

(A) The Commission finds that all or a portion of the Refunding may be paid from proceeds of the 2024 Bonds under the Act and that the Refunding will provide special benefits to property owners in the Area and will be of public use and benefit. The Commission further finds that in order to proceed with the planning, replanning, development and redevelopment of the Area, it is necessary for the Commission to issue the 2024 Bonds of the District in the name of the City, payable solely from Tax Increment, allocated and deposited as provided in this Resolution.

For the purpose of procuring funds to be applied to the Refunding, the Commission, acting in the name of the City, shall issue the 2024 Bonds, in one or more series, in the principal amount not to exceed Thirty Million Dollars (\$30,000,000) at a purchase price of not less than ninety-seven percent (97%) of the par value thereof (inclusive of underwriter's discount), and shall be issued in the denomination of Five Thousand Dollars (\$5,000) each (or such other denomination as shall be determined by the Controller at the time of the sale of the 2024 Bonds) plus integral multiples of \$5,000 in excess thereof. The Controller is hereby authorized and directed to issue and sell the 2024 Bonds to the Bond Purchaser, payable, as set forth in Sections 3 and 11 of this Resolution, from Tax Increment, and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution. The 2024 Bonds shall be issued by the Commission in the name of the City, and shall be designated "City of Bloomington, Indiana, Redevelopment District Tax Increment Revenue Refunding Bonds of 20\_\_" (to be completed with the year in which issued together with such different series designation as determined by the Controller to be necessary or appropriate). The purchase price of the 2024 Bonds, together with investment earnings on the proceeds of the 2024 Bonds, does not exceed the total as estimated by the Commission of the Refunding.

The 2024 Bonds shall be issued in fully registered form and shall be lettered and numbered separately from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as the Registrar may determine.

The 2024 Bonds shall be dated as of the issue date, bearing interest at a rate or rates producing a yield not to exceed four and one-quarter percent (4.25%) per annum. Interest on the 2024 Bonds shall be payable on each February 1 and August 1, beginning no sooner than February 1, 2025, and shall accrue on a basis of twelve (12) thirty (30) day months for a three hundred sixty (360) day year. The 2024 Bonds shall mature (or be subject to mandatory sinking fund redemption) semiannually on February 1 and August 1 of each year, with a final maturity date not later than February 1, 2040, in such amounts as will retire the 2024 Bonds as soon as feasible while providing adequate coverage to market the 2024 Bonds.

(B) The 2024 Bonds shall be redeemable at the option of the Commission, plus in each case accrued interest to the date fixed for redemption, beginning no earlier than five (5) years after the issue date, at a face value, in whole or in part, in order of maturity determined by the Commission and by lot within maturities. The Controller is hereby authorized and directed to determine the terms of redemption, upon the advice of the municipal advisor to the Commission, at or prior to the sale of the 2024 Bonds.

All or a portion of the 2024 Bonds may be issued as one or more term bonds, upon election of the Bond Purchaser. Such term bonds shall have a stated maturity or maturities as determined by the Bond Purchaser. The 2024 Bonds issued as term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates in accordance with the above schedule.

(C) Notice of any redemption identifying the 2024 Bonds to be redeemed in whole or in part shall be given to the Registrar at least forty-five (45) days prior to the date fixed for redemption and by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by certified or registered Mail to the Owner of each 2024 Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any 2024 Bond, shall not affect the validity of any proceeding for the redemption of other 2024 Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which 2024 Bonds are to be surrendered for payment and, if less than the entire principal amount of a 2024 Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the 2024 Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the 2024 Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the 2024 Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such 2024 Bonds to collect interest which would otherwise accrue after the redemption date on any 2024 Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(D) If fewer than all of the 2024 Bonds of a maturity are to be redeemed, the Registrar will select the particular 2024 Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of redemption. If any 2024 Bonds are subject to optional and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the 2024 Bonds for optional redemption before selecting the 2024 Bonds for mandatory sinking fund redemption.

(E) The President or Vice President of the Commission and the Controller are hereby authorized to select the initial Registrar and the Paying Agent for the 2024 Bonds. The Commission is further authorized to pay such fees as the Registrar and Paying Agent may charge for the services provided as Registrar and Paying Agent and such fees may be paid from the Allocation Fund or the Surplus Fund in addition to paying the principal of and interest on the 2024 Bonds or from the Allocation Fund or Surplus Fund. The President or Vice President of the Commission and the Controller are hereby authorized, on behalf of the Commission, to enter into such agreements or understandings with the Registrar and Paying Agent as will enable it to perform the services required of it.

(F) The 2024 Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar on the Certificate of Authentication. No 2024 Bond shall be valid



or become obligatory for any purpose until the Certificate of Authentication on such 2024 Bond, respectively, shall have been so executed. Subject to the provisions hereof for registration, the 2024 Bonds shall be negotiable under the laws of the State of Indiana.

If any 2024 Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Bond which in all respects shall be identical to the 2024 Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new 2024 Bond shall be marked in a manner to distinguish it from the 2024 Bond for which it was issued; provided that in the case of any 2024 Bond being mutilated, such mutilated 2024 Bond shall first be surrendered to the City and the Registrar; and in the case of 2024 Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed 2024 Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicate Bond the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the 2024 Bond with their reasonable fees and expenses in connection with the above. Every substitute 2024 Bond issued by reason of the 2024 Bond being lost, stolen or destroyed shall, with respect to such 2024 Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed 2024 Bond shall be found at any time, and every such 2024 Bond shall be entitled to all the benefits of this Resolution, equally and proportionately with any and all other 2024 Bonds duly issued hereunder.

Each 2024 Bond shall be transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such 2024 Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorneys duly authorized in writing, and thereupon a new fully registered 2024 Bond or 2024 Bonds, as the case may be, in the same principal amount and of the same series and maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the case may be, in exchange therefor. The Registrar shall not be obligated to make any exchange or transfer of 2024 Bonds following the fifteenth day immediately preceding an interest payment date on any 2024 Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any 2024 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the 2024 Bonds, or (b) to register, transfer or exchange the 2024 Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The Commission and the Registrar for the 2024 Bonds may treat and consider the person in whose name such 2024 Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or an account of, the principal thereof. The 2024 Bonds may be transferred or exchanged without cost to the owners except for any tax or government charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(G) The Controller, on behalf of the Commission, may determine that it may be beneficial to the Commission to have the 2024 Bonds held by a central depository system pursuant to an agreement between the Commission and The Depository Trust Company, New York, New York (“Depository Trust Company”) and have transfers of the 2024 Bonds effected by book entry

on the books of the central depository system (“Book Entry System”). In such event, the following provisions shall apply. The 2024 Bonds may be initially issued in the form of a separate single authenticated fully registered 2024 Bond for the aggregate principal amount of each separate maturity of the 2024 Bonds. In such case, upon initial issuance, the ownership of such 2024 Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the 2024 Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the Commission and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the 2024 Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the 2024 Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the 2024 Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated 2024 Bond evidencing an obligation of the Commission to make payments of the principal of and premium, if any, and interest on the 2024 Bonds pursuant to this Resolution. The Commission and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the 2024 Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such 2024 Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such 2024 Bonds; (iii) registering transfers with respect to such 2024 Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the 2024 Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Commission’s and the Paying Agent’s obligations with respect to principal of and premium, if any, and interest on the 2024 Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Commission of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words “CEDE & CO.” in this Resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any 2024 Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such 2024 Bonds and all notices with respect to such 2024 Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Commission to the Depository Trust Company.

Upon receipt by the Commission of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and

customary terms, then the 2024 Bonds shall no longer be restricted to being registered in the register of the Commission kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the 2024 Bonds shall designate, in accordance with the provisions of this Resolution.

If the Commission determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered 2024 Bonds, the Commission may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the 2024 Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the 2024 Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Commission and the Registrar to do so, the Registrar and the Commission will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered 2024 Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the 2024 Bonds.

If the 2024 Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said 2024 Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such 2024 Bonds printed until it shall have received from the Commission indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the Commission or the Registrar with respect to any consent or other action to be taken by bondholders the Commission or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the 2024 Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the Commission and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the 2024 Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the 2024 Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this Resolution and the Commission and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered to the Registrar a list of all Beneficial Owners of the 2024 Bonds, together with the dollar amount of each Beneficial Owner's interest in the 2024 Bonds and the current addresses of such Beneficial Owners.

(H) The 2024 Bonds shall be payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) of the 2024 Bonds shall be payable upon presentation at the office of the Paying Agent: Mandatory sinking fund payments, optional redemption payments and interest on the 2024 Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

(I) The 2024 Bonds do not constitute a corporate obligation of the City, but constitute an obligation of the District as a special taxing district, in the name of the City, payable solely out of Tax Increment and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution and from funds on deposit in any of the accounts established under this Resolution. The District is not obligated to pay the debt service on the 2024 Bonds from any source other than the sources described above. Neither the faith and credit nor the taxing power of the District or the City is pledged to the payment of the principal of or the interest on the 2024 Bonds.

SECTION 4. FORM OF THE BONDS.

(A) Form of the 2024 Bonds. The form and tenor of the 2024 Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the 2024 Bonds):

R-\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA  
REDEVELOPMENT DISTRICT TAX INCREMENT  
REVENUE REFUNDING BOND OF 2024

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>[CUSIP]</u>
__%	____ 1, 20__	____ 1, 20__	____ 1, 20__	[____]

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL SUM: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The Bloomington Redevelopment Commission (“Commission”), acting in the name of the City of Bloomington, Indiana (“City”), for value received, hereby acknowledges itself indebted and promises to pay, but solely out of Tax Increment (as defined in the Bond Resolution defined below) and the funds held under the Bond

Resolution to the registered owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above (unless paid or redeemed earlier as hereinafter provided), and to pay interest thereon at the Interest Rate set forth above, on each interest payment date, from the interest date to which interest has been paid next preceding the date of authentication of this Bond from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on February 1 and August 1 of each year, commencing [February/August] 1, 20\_\_\_. Interest shall be calculated on the basis of twelve (12) thirty (30) day months for a three hundred sixty (360) day year.

The principal of, interest and premium, if any, on this Bond (except for mandatory redemption and optional redemption payments) are payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) shall be payable in lawful money of the United States of America upon presentation at the office of the Paying Agent or at the principal corporate trust office of any successor paying agent appointed under the Bond Resolution hereinafter defined. Mandatory and optional redemption payments and interest on this Bond shall be paid by check mailed to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day Commission funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

The Bonds shall be initially in a Book Entry System (as defined in the Bond Resolution). The provisions of this Bond and of the Bond Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OF THE CITY OF BLOOMINGTON, BUT CONSTITUTES AN OBLIGATION OF THE BLOOMINGTON REDEVELOPMENT DISTRICT (“DISTRICT”) AS A SPECIAL TAXING DISTRICT, IN THE NAME OF THE CITY, PAYABLE SOLELY OUT OF TAX INCREMENT AND INVESTMENT EARNINGS ON ANY CASH OR SECURITIES HELD IN ANY OF THE ACCOUNTS OR FUNDS ESTABLISHED UNDER THE BOND RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT OR THE CITY IS PLEDGED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond is one of an authorized issue of bonds of the Redevelopment District of the City of Bloomington with an aggregate principal amount of \$\_\_\_\_\_ designated “Redevelopment District Tax Increment Revenue Bonds of 20\_\_” (“Bonds”). The Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Resolution No. \_\_\_\_ adopted by the Bloomington Redevelopment Commission (“Commission”) on \_\_\_\_\_, 20\_\_, entitled “Resolution of the City of Bloomington Redevelopment Commission Authorizing the Issuance of Tax Increment Revenue Bonds For the Purpose of Providing Funds to be Applied to Pay for the Refunding of Certain Outstanding Tax Increment Revenue Bonds of the Redevelopment District and Other Costs and Incidental Expenses in Connection Therewith and on Account of the Issuance of the Bonds” (the “Bond Resolution”) and in strict compliance with Indiana Code 5-1-14, Indiana Code 5-1-5, Indiana Code 36-7-14, Indiana Code 36-7-25 and all related and supplemental acts as in effect on the issue date of the Bonds (collectively, “Act”), to procure funds to be applied to the Refunding (as defined in the Bond Resolution), including issuance expenses of the Bonds [and to fund a debt service reserve for the Bonds].

The Bonds are all equally and ratably secured by and entitled to the protection of the Bond Resolution. To secure payment of the Debt Service (as defined in the Bond Resolution) on the Bonds and performance of all other covenants of the City and the District under the Bond Resolution, the Commission, acting in the name of the City, pursuant to the Bond Resolution, has pledged Tax Increment (as defined in the Bond Resolution) and the funds and accounts held under the Bond Resolution to the Bonds on parity with the pledge thereof to the Outstanding Parity Obligations (as defined in the Bond Resolution). Reference is hereby made to the Bond Resolution for a description of the rights, duties and obligations of the Commission, the District, and the owner of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or

prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Resolution are on file at the office of the Commission. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND RESOLUTION.

The Bonds of this issue maturing on and after \_\_\_\_\_ 1, 20\_\_ , are redeemable at the option of the City beginning on \_\_\_\_\_ 1, 20\_\_ , or any date thereafter, upon thirty (30) days' notice, in whole or in part, in order of maturity selected by the Commission and by lot within a maturity, at par.

*[Insert mandatory sinking fund redemption terms, if any]*

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of any redemption shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless notice is waived by the Owners of the Bonds) by sending written notice by certified or registered mail to the Owners of the Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which the Bonds are to be surrendered for payment and, if less than the entire principal amount of the Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

If fewer than all of the Bonds are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each principal amount shall be considered a separate bond for purposes of redemption.

The Commission reserves the right to authorize and issue additional bonds or enter into leases payable out of Tax Increment as provided in the Bond Resolution.

The Commission may, without the consent of, or notice to, the registered owners of this Bond, adopt a supplemental resolution to the Bond Resolution under certain circumstances as described in the Bond Resolution.

This Bond is transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the Registered Owners in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owners or its attorney duly authorized in writing, and thereupon a new fully registered or Bond in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owners, as the case may be, therefor. The Registrar shall not be obligated to (a) register, transfer or exchange the Bonds during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Bonds, or (b): to register, transfer or exchange the Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof. This Bond may be transferred or exchanged without cost to the Registered Owners except for any tax or governmental charge required to be paid with respect to

the transfer or exchange, which taxes or governmental charges are payable to the person requesting such transfer or exchange.

This Bond shall be issued in fully registered form in the minimum denomination of Five Thousand Dollars (\$5,000) or in any integral multiples thereof.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or "insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the District.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the Bloomington Redevelopment District, including the Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Bloomington Redevelopment Commission has caused this Bond to be executed by the manual or facsimile signature of the Mayor, in the name of the City of Bloomington for and on behalf of the Redevelopment District of the City, and attested by the manual or facsimile signature of the Controller of the City, who has caused the seal of City of Bloomington to be impressed or a facsimile thereof to be printed hereon:

CITY OF BLOOMINGTON, INDIANA

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Controller

CERTIFICATE OF AUTHENTICATION

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

\_\_\_\_\_, as Registrar

By \_\_\_\_\_  
Authorized Representative

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please print or typewrite name and address of transferee)

\_\_\_\_\_  
(please insert social security or  
other identifying number of assignee)

\$ \_\_\_\_\_ in principal amount (must be a multiple of \$ \_\_\_\_\_) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Bond Form)



(B) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution approving the issuance of such Parity Obligations.

#### SECTION 5. SALE OF THE 2024 BONDS, DEPOSIT OF PROCEEDS.

(A) After completion of all the necessary legal requirements for the marketing of the 2024 Bonds, the Controller is hereby authorized and directed to sell the 2024 Bonds to the Bond Purchaser at a negotiated private sale or at a competitive sale pursuant to Indiana Code § 5-1-11-2, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The 2024 Bonds shall be sold to the Bond Purchaser at a price of not less than ninety-seven percent (97%) of par.

(B) Prior to the delivery of each series of the 2024 Bonds, the Controller shall obtain a legal opinion from Barnes & Thornburg LLP, Indianapolis, Indiana, addressed to the Commission as to the validity of the 2024 Bonds from Bond Counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the 2024 Bonds.

(C) Capitalized interest received from the sale of the 2024 Bonds, if any, shall be deposited in a separate subaccount of the Allocation Fund and applied as set forth in Section 11. If needed, proceeds of the 2024 Bonds in an amount not to exceed the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Account. The remaining proceeds of the 2024 Bonds shall be deposited in the Capital Fund.

#### SECTION 6. DELIVERY OF INSTRUMENTS.

The Commission hereby authorizes and directs the Mayor, the Controller and the President or Vice President of the Commission, and each of them, for and on behalf of the City, the Commission and the District, to prepare, execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Bond Counsel determines is necessary or appropriate to consummate the transactions contemplated by this Resolution, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the 2024 Bonds, necessary or appropriate to consummate the transactions contemplated by this Resolution shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission are hereby authorized and directed.

#### SECTION 7. BOND PURCHASE AGREEMENT.

The Commission hereby authorizes and approves the preparation of a Bond Purchase Agreement, by which the 2024 Bonds are to be sold to the Bond Purchaser, in form and substance acceptable to such officers executing the same upon the advice of legal counsel. The President or Vice President of the Commission is hereby authorized and directed to execute, and the Secretary of the Commission is hereby authorized and directed to attest and affix the seal of the City to, the Bond Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation

shall be conclusive evidence of their approval of such changes and revisions. The Bond Purchase Agreement in the form executed shall constitute the valid and binding limited obligation of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission is hereby authorized and directed.

#### SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.

(A) If necessary, the distribution of an Official Statement prepared for and on behalf of the Commission, is hereby authorized and approved and the President or the Vice President of the Commission, is authorized and directed to execute the final Official Statement on behalf of the Commission in a form consistent with this Resolution and the Bond Purchase Agreement. If necessary, the President or Vice President of the Commission is hereby authorized to designate the preliminary Official Statement as “nearly final” for purposes of Rule 15c2-12, as amended and as adopted by the Securities and Exchange Commission (“Rule 15c 2-12”).

(B) If the 2024 Bonds are subject to Rule 15c2-12, then with respect to the 2024 Bonds, respectively, the President or Vice President of the Commission is hereby authorized to execute and deliver a continuing disclosure agreement upon delivery of the 2024 Bonds (the “Continuing Disclosure Agreement”). The Commission and City covenant, to the extent permitted by law that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the Commission or the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the Commission or the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the Commission’s or City’s obligations under this Section and the Continuing Disclosure Agreement and there shall be no remedies for money damages of any kind or in any amount. This remedy shall be available solely to owners of the 2024 Bonds for which the Continuing Disclosure Agreement was delivered. The Commission’s or City’s failure to honor its covenant herein shall not constitute a breach or default under this Resolution pursuant to which the 2024 Bonds are issued or any other agreement to which the Commission or City is a party. The remedy set forth in this Section 8 may be exercised by any holder of the 2024 Bonds for which the Continuing Disclosure Agreement was delivered in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of the 2024 Bonds for which the Continuing Disclosure Agreement was delivered supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any remedy under this Section 8, a holder of the 2024 Bonds for which the Continuing Disclosure Agreement was delivered shall give notice to the Commission or the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of the 2024 Bonds for which the Continuing Disclosure Agreement was delivered may pursue such remedy under this Section 8.

#### SECTION 9. EXECUTION OF THE 2024 BONDS.

The Mayor is hereby authorized and directed to execute the 2024 Bonds with his or her manual or facsimile signature, and the Controller is hereby authorized and directed to have the 2024 Bonds prepared, attest the 2024 Bonds with his or her manual or facsimile signature and cause the seal of the City to be impressed or a facsimile thereof to be printed on the 2024 Bonds,

all in the form and manner herein provided. If any officers whose signature or facsimile signature shall appear on the 2024 Bonds shall cease to be such officer before the delivery of the 2024 Bonds, such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in office until the date of delivery of the 2024 Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of the sale of the 2024 Bonds, the Controller shall receive from the Bond Purchaser the amount to be paid for the 2024 Bonds and deliver the 2024 Bonds to the Bond Purchaser.

#### SECTION 10. REDEVELOPMENT DISTRICT CAPITAL FUND.

(A) The Redevelopment District Capital Fund is established pursuant to Indiana Code § 36-7-14-26 (the “Capital Fund”). If recommended by the Municipal Advisor, a portion of the 2024 Bond proceeds, in an amount needed to ensure the balance in the Debt Service Reserve Account is equal to the Debt Service Reserve Requirement on the date of the issuance of the 2024 Bonds, may be deposited into the Debt Service Reserve Account. The remaining proceeds received from the sale of each series of the 2024 Bonds shall be deposited in an account hereby created with in the Capital Fund and designated as the “City of Bloomington Redevelopment District – 2024 Refunding Account” (the “Refunding Account”). Proceeds of the 2024 Bonds deposited in the Refunding Account shall be deposited in a separate account of the District, and kept separate and apart from all other funds of the City, the Commission and the District and may be invested only in Qualified Investments as permitted by law. The Controller shall administer the moneys in the Capital Fund in accordance with this Resolution. The proceeds of the 2024 Bonds deposited in the Refunding Account, together with all investment earnings thereon, shall be expended by the Commission only for the purpose of refunding the Refunded Bonds and paying costs of issuance of the 2024 Bonds. The President or Vice President of the Commission or the Controller is hereby authorized to enter into an Escrow Agreement with the paying agent for the Refunded Bonds to facilitate the Refunding, and to deposit and apply moneys from the Refunding Account, together with any moneys in the Debt Service Reserve Account and/or the Allocation Fund allocable to the Refunded Bonds, in accordance with the terms of said Escrow Agreement.

(B) Before the eleventh (11<sup>th</sup>) day of each calendar month, the Controller shall notify the Commission of the amount in the Capital Fund at the close of business on the last day of the preceding month.

(C) The Controller shall disburse from the Refunding Account the amount required for the payment of the remaining Refunding upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the Commission.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Refunding Account, the Controller shall transfer all moneys then in the Refunding Account (except moneys reserved to pay any disputed or unpaid claims), to the Allocation Fund to pay Debt Service on the 2024 Bonds or as otherwise permitted by law and directed by the Commission.

SECTION 11. FLOW OF FUNDS.

(A) Creation of Funds and Accounts.

(1) There has previously been established, and is hereby continued, the Allocation Fund. Within the Allocation Fund, there has previously been established, and is hereby continued, a Bond Principal and Interest Account, a Debt Service Reserve Account and a Surplus Fund. The Allocation Fund shall be held by the Controller. All Downtown Area Tax Increment and Tax Increment shall immediately upon receipt by the City be deposited in the Allocation Fund and then be set aside in the following Accounts and Funds, in the following order of priority and to the extent indicated below:

- (a) Bond Principal and Interest Account;
- (b) Debt Service Reserve Account; and
- (c) Surplus Fund.

The Controller shall, if necessary or required to comply with the covenants and obligations set forth in the resolutions and documents authorizing and applicable to the Outstanding Parity Obligations, keep such separate records or establish such separate accounts or subaccounts and make such deposits therein from the Allocation Fund, as deemed necessary to maintain such compliance.

(2) Amounts in the Allocation Fund shall be invested in Qualified Investments at the direction of the Controller. Interest earned in each fund or account shall be credited to such fund or account.

(B) Bond Principal and Interest Account. The Controller shall, at least one (1) day prior to each principal and interest payment date, set aside from the Allocation Fund an amount which, together with any amount already on deposit therein, is sufficient to pay principal and interest due on the Bonds on the following interest and/or principal payment date, taking into account the payments due on the 2024 Bonds, the Outstanding Parity Obligations, any then-outstanding Parity Obligations and (after providing for payment of the foregoing) any subordinate obligations. No funds need to be deposited or retained in the Bond Principal and Interest Account to the extent that the amount contained or remaining therein is at least equal to the aggregate amount of debt service becoming next due and payable on the 2024 Bonds, the Outstanding Parity Obligations, any other then-outstanding Parity Obligations and (after providing for payment of the foregoing) any subordinate obligations. All money in the Bond Principal and Interest Account shall be used and withdrawn solely for the purpose of paying Debt Service (and the redemption premium, if any) on the 2024 Bonds, the Outstanding Parity Obligations, any other then-outstanding Parity Obligations and (after providing for payment of the foregoing) any subordinate obligations.

(C) Debt Service Reserve Account. Proceeds of the 2024 Bonds or funds of the Commission in an amount equal to the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Account, upon issuance of the 2024 Bonds. If, at any time, the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, all Tax Increment not required for the Bond Principal and Interest Account shall be deposited in the Debt

Service Reserve Account until the balance equals the Debt Service Reserve Requirement. Moneys deposited and maintained in the Debt Service Reserve Account shall be applied to the payment of the principal of and interest on the Bonds to the extent that amounts in the Bond Principal and Interest Account are insufficient to pay Debt Service when due and payable. If moneys in the Debt Service Reserve Account are transferred to the Bond Principal and Interest Account to pay Debt Service on the Bonds, the depletion of the balance in the Debt Service Reserve Account shall be made up from the next available Tax Increment after the required deposits to the Bond Principal and Interest Account are made. Any moneys in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement shall be transferred at least once each year, and deposited in the Surplus Fund and applied as set forth in subsection (D). Notwithstanding anything herein to the contrary, the Commission may fund all or part of the Debt Service Reserve Account with a debt service reserve surety bond or credit facility. The surety bond or credit facility must be issued by an insurance company rated in one of the two highest rating categories (without reference to modifiers within a category) by Standard & Poor's Corporation and Moody's Investors Service, respectively, with such rating requirements being determined as satisfied at the time of issuance of such surety bond and not at any time thereafter.

The Commission, upon the advice of its financial advisor, hereby finds that funding the Debt Service Reserve Account is reasonably required and that the Debt Service Reserve Requirement is no larger than necessary to market the 2024 Bonds and the Outstanding Parity Obligations secured thereby. The Commission further finds that the Debt Service Reserve Requirement is directly related to the Refunding because the Bond Purchaser would not purchase the 2024 Bonds without the Debt Service Reserve Account.

The Debt Service Reserve Requirement, if any, for any Parity Obligations shall be set forth in the resolution authorizing the Parity Obligations. Such resolution may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding Bonds.

(D) Surplus Fund. After making the deposits described in (A), (B) and (C) above, any remaining Tax Increment shall be deposited in the Surplus Fund and shall be available in the following order of priority:

- (1) to pay Debt Service due on the Bonds, fixed annual lease rentals or any amounts due under any Parity Obligations;
- (2) to fund or replenish the Debt Service Reserve Account;
- (3) to pay debt service or lease rentals due on subordinate obligations permitted pursuant to Section 12(B) hereof;
- (4) at the option of the Commission, to pay additional Debt Service or additional lease rentals to enable the redemption or purchase of Bonds or any Parity Obligations; or
- (5) for any other purposes permitted by the Act, including distributions to the taxing units as provided under the Act.

(F) No Prior Liens. The Commission, acting in the name of the City, represents and warrants that there are no prior liens, encumbrances or other restrictions on the Tax Increment, or on the City's ability to pledge the Tax Increment for the benefit of the owners of the Owners of the Bonds, except as otherwise described and set forth herein.

## SECTION 12. ISSUANCE OF ADDITIONAL BONDS.

(A) Parity Obligations. The Commission reserves the right to authorize and issue Parity Obligations of the Commission, acting in the name of the City, payable from Tax Increment on parity with the pledge thereof to the 2024 Bonds and the Outstanding Parity Obligations, for the purpose of raising money for future local public improvements or economic redevelopment projects in, serving or benefitting the Area or to refund the 2024 Bonds, the Outstanding Parity Obligations, the 2017 Bonds or other then-outstanding Parity Obligations. If any Parity Obligations are issued pursuant to this Section 12, the term "Bonds" in this Bond Resolution shall, unless the context otherwise requires, be deemed to refer to the Bonds and such Parity Obligations. The authorization and issuance of such Parity Obligations, which shall be payable from Tax Increment, shall be subject to the following conditions precedent:

(1) All interest and principal payments with respect to all obligations payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

(2) The Commission shall have received a certificate ("Certificate") prepared by an independent, qualified accountant or feasibility consultant ("Certifier") certifying the amount of the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred twenty-five percent (125%) (or such higher amount as may be determined by the Controller prior to the sale of the 2024 Bonds) of the debt service requirements with respect to the outstanding 2024 Bonds, the Outstanding Parity Obligations, any then-outstanding Parity Obligations and the proposed Parity Obligations for each respective year during the term of the outstanding Bonds. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the proposed Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area; and

(3) Principal and interest on any Parity Obligations or junior obligations and lease rentals on Parity Obligations which are leases shall be payable semiannually in approximately equal installments on February 1 and August 1.

Except as provided in this Resolution, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing the issuance of such Parity Obligations.

(B) Subordinate Obligations. The Commission, acting in the name of the City, may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds. The

terms and conditions of such subordinate obligations will be set forth in a resolution adopted by the Commission. Principal and any interest on any subordinate obligations and lease rentals shall be payable on February 1 and August 1 out of Tax Increment as set forth in Section 11.

SECTION 13. TAX COVENANTS. In order to preserve the excludability of interest on any 2024 Bonds, the interest on which is excluded from gross income for federal tax purposes (collectively, the “Tax-Exempt Bonds”) under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of any such series of the Tax-Exempt Bonds (the “Code”), and as an inducement to purchasers of the Tax-Exempt Bonds, the Commission represents, covenants and agrees that:

(a) Each of the District and the City will not take any action nor fail to take any action with respect to the Tax-Exempt Bonds that would result in the loss of the excludability of interest on the Tax-Exempt Bonds from gross income for federal tax purposes pursuant to Section 103 of the Code, nor will the District or the City act in any other manner which would adversely affect such exclusion;

(b) It shall be not an event of default under this resolution if the interest on any Tax-Exempt Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Tax-Exempt Bonds;

(c) The District hereby covenants that it will rebate any arbitrage profits to the United States to the extent required by the Code and the regulations promulgated thereunder; and

(d) These covenants are based solely on current law in effect and in existence on the date of delivery of each series of such Tax-Exempt Bonds.

Notwithstanding any other provisions of the Resolution, the foregoing covenants and authorizations (the “Tax Section”) which are designed to preserve the excludability of interest on the Tax-Exempt Bonds from gross income under federal law (the “Tax Exemption”) need not be complied with to the extent the District receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

Notwithstanding any other provisions of the Resolution to the contrary, the Commission may elect to issue a series of the 2024 Bonds the interest on which is not excludable from gross income for federal tax purposes, so long as such election does not adversely affect the exclusion from gross income of interest for federal tax purposes on any other series of the 2024 Bonds, by making such election on the date of delivery of such series of the 2024 Bonds. In such case, the Tax Section of this resolution shall not apply to such series of the 2024 Bonds.

#### SECTION 14. CONTRACTUAL NATURE OF THIS RESOLUTION.

(A) The provisions of this Resolution shall constitute a contract by and between the Commission, acting in the name of the City, and the Owners of the 2024 Bonds. After the issuance of the 2024 Bonds, this Resolution, and the definition of, or the manner of determining, allocating or collecting the Tax Increment or the lien created by this Resolution, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of the Owners of the

2024 Bonds, respectively (except as specifically permitted in Sections 16 and 17), nor shall the Commission adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the 2024 Bonds remain unpaid.

(B) The Commission, acting in the name of the City, covenants not to impair the pledge of the Tax Increment to the payment of the 2024 Bonds, so long as any of the 2024 Bonds are outstanding, or to impair any other pledge or covenant under this Resolution during that period. The Commission further covenants not to change, alter or diminish the Area or the Allocation Area in any way that would adversely affect the Owners of the 2024 Bonds so long as any of the 2024 Bonds remain outstanding.

#### SECTION 15. DEFEASANCE OF THE BONDS.

(A) If, when the 2024 Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2024 Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the 2024 Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the 2024 Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the Commission, acting in the name of the City. If no principal of or interest on the 2024 Bonds or any subordinate obligations is outstanding, any remaining funds (including Tax Increment) shall be used as provided in Indiana Code § 36-7-14-39 or any successor provision.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the Commission shall have received a verification from an accountant or firm of accountants appointed by the Controller and acceptable to the Commission verifying the sufficiency of the deposit to pay the principal of the 2024 Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

SECTION 16. AMENDING SUPPLEMENTAL RESOLUTION. The Commission may, without the consent of, or notice to, the Owners of the 2024 Bonds, adopt a supplemental resolution for any one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission in this Resolution;

(B) To grant to or confer upon the Owners of the 2024 Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the 2024 Bonds;



(C) To modify, amend or supplement this Resolution to permit the qualification of the 2024 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Resolution under the Trust Indenture Acts of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the Owners of the 2024 Bonds;

(D) To provide for the refunding or advance refunding of all or a portion of the 2024 Bonds;

(E) To amend the Resolution to permit the Commission, acting in the name of the City, to comply with any future federal tax law or any covenants contained in any supplemental resolution with respect to compliance with future federal tax law;

(F) To provide for the issuance of Parity Obligations or Subordinate Obligations;

(G) To subject to the Bond Resolution additional revenues, security, properties or collateral; and

(H) To amend the Resolution for any other purpose which in the judgment of the Commission does not adversely affect the interests of the Owners of the 2024 Bonds in any material way.

#### SECTION 17. CONSENT TO SUPPLEMENTAL RESOLUTIONS.

(A) The Owners of not less than fifty-one percent (51%) in aggregate principal amount of the 2024 Bonds then outstanding shall have the right, from time to time, anything contained in the Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Commission of such supplemental resolutions as shall be deemed necessary and desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution other than those provisions covered by Section 16; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all the then outstanding 2024 Bonds affected, (a) an extension of the maturity of the principal of and interest on any 2024 Bonds payable from Tax Increment, or (b) a reduction in the principal amount of any 2024 Bond or change in the rate of interest or (c) a privilege or priority of any 2024 Bond or 2024 Bonds over any other 2024 Bond or 2024 Bonds, or (d) a reduction in the aggregate principal amount of the 2024 Bonds required for consent to such supplemental resolution, or (e) a change in the provisions regarding the collection, deposit, and allocation of Tax Increment as set forth in Indiana Code § 36-7-14-39 as in effect on the date of the issuance of the 2024 Bonds and in the Bond Resolution or in the lien on the Tax Increment for any 2024 Bonds, or (f) the creation of any lien securing any 2024 Bonds other than a lien ratably securing all of the 2024 Bonds at any time outstanding hereunder, or (g) a change in the method of accrual of interest on any 2024 Bonds.

(B) If at any time the Commission desires to adopt a supplemental resolution for any of the purposes permitted in this Section, the Commission shall cause notice of the proposed adoption of such supplemental resolution to be mailed by registered or certified mail to each Owner of the

Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies of it are on file at its office for inspection by all Owners the 2024 Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Commission, following the mailing of such notice, the Owners of not less than fifty-one percent (51 %) in aggregate principal amount of the 2024 Bonds outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution of such supplemental resolution, no subsequent owners of the 2024 Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof or to enjoin or restrain the Commission from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as is permitted and provided by this Section, this Resolution shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Owners of the 2024 Bonds, may be in any number or concurrent writings of similar tenor and may be signed or executed by the Owners of the 2024 Bonds, in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of the 2024 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (a) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (b) by an affidavit of any witness to such execution.

(2) The fact of ownership of the 2024 Bonds or the amount or amounts, numbers and other identification of the 2024 Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

#### SECTION 18. EVENTS OF DEFAULT.

(A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(1) Default in the due and punctual payment of any interest on any Bond; or

(2) Default in the due and punctual payment of the principal of any Bond at its stated maturity or mandatory redemption date.

(B) Upon the occurrence of an Event of Default, the Controller shall notify the owners of the Owners of all Bonds then outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(1) The Owners of the Bonds may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then outstanding.

(2) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Owners under this Resolution, the Owners of the Bonds will be entitled, as a matter of right, to the appointment of a receiver or receivers of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(3) If the Controller certifies that there is sufficient money on deposit in the funds and accounts under this Resolution to pay Debt Service on all the outstanding Bonds, the Controller may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Resolution.

(4) The Controller may use any money in the Capital Fund or the Allocation Fund to pay Debt Service on the Bonds if there is an Event of Default.

No right or remedy by the terms of this Resolution conferred upon or reserved to the Owners of the Bonds is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Owners of the Bonds hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default by the Owners of the Bonds shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(C) Anything in this Resolution to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Controller, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

(D) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Resolution shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Allocation Fund and all such money shall be applied to the Bonds, as the case may be, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal of the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this subsection; such money shall be applied at such times, and from time to time, as the Controller shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Controller shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Registrar shall establish a special record date for such payments and shall mail, at least fifteen (15) days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Paying Agent shall not be required to make payment of principal to the Owner of any Bond until such Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this subsection and all expenses and charges have been paid, any balance remaining in the Allocation Fund, the Debt Service Reserve Account or the Surplus Fund shall be paid as provided in Section 11.

(E) Any recovery of judgment shall be for the equal and ratable benefit of the owners of all the outstanding Bonds. Nothing in this Section contained shall, however, affect or impair the right of any Owner of the Bonds, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Bonds out of Tax Increment and the funds and accounts under this Resolution, or the obligation of the Commission to pay the same, at the time and place expressed in the Bonds.

SECTION 19. NOTICES. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail,

postage prepaid, or sent by telegram, addressed to the appropriate Notice Addresses. The City, the Commission, or the Registrar and Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 20. BUSINESS DAYS. If the date of a principal payment of the Bonds or the date fixed for redemption of any portion of the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, then payment of principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 21. SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 22. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Resolution, are, to the extent of such conflict, hereby repealed or amended. The foregoing is not intended, nor shall it be construed, to adversely affect any resolutions, ordinances, orders or other instruments applicable to the 2015 Bonds, the 2017 Bonds or the Outstanding Parity Obligations while such bonds are outstanding.

SECTION 23. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and signing. The Secretary of the Commission is hereby directed to deliver a certified copy of this Resolution to the Controller.

Adopted at the meeting of the City of Bloomington Redevelopment Commission held on the \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President or Vice President

ATTEST:

\_\_\_\_\_  
Secretary

DMS 43655806v4

**24-58**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT TO AGREEMENT WITH J.S. HELD**  
**FOR PROJECT MANAGEMENT SERVICES FOR THE HOPEWELL SITE**

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

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the legacy Indiana University Health-Bloomington Hospital site at 2nd and Rogers Streets and surrounding parcels to redevelop it into the new Hopewell neighborhood (“Hopewell”); and

WHEREAS, in Resolution 20-96, the RDC approved an Agreement with CORE Planning Strategies now known as J.S. Held LLC (“J.S. Held”) to serve as the project manager for the redevelopment of the Old Hospital Site (“Services”); and

WHEREAS, the RDC approved amendments and extensions to the Agreement in Resolutions 22-16 and 23-61; and

WHEREAS, the redevelopment of the Hopewell site continues, and the City has continued need for a project manager (“Additional Services”); and

WHEREAS, Staff have negotiated an amendment to the agreement with J.S. Held, which is attached to this Resolution as Exhibit A (“Amendment”), to extent the services through December 31, 2024; and

WHEREAS, no new funds are expended with the approval of this Amendment.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC approves the Amendment and extends the term for the Additional Services through December 31, 2024.
3. Unless further extended by the RDC in a resolution, the RDC also extend the funding authorization provided in prior resolutions through 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

**AMENDMENT NO. 3  
TO OWNER’S PROJET MANAGEMENT AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
AND J.S. HELD  
FOR HOPEWELL PROJECT MANAGEMENT**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) and J.S. Held (“J.S. Held”) (collectively the “Parties”) entered into an agreement for Project Management services for the Bloomington Hospital Site Redevelopment project, now known as the Hopewell Neighborhood project (“Agreement”); and

WHEREAS, the Hopewell project continues to progress and the project management services (“Services”) are required for the project through December, 2024; and

WHEREAS, the Parties want to execute this Amendment to the Agreement to extend the term and Services under the Agreement (“Amendment”).

NOW, THEREFORE, the parties agree:

1. Paragraph 1.12: The Services to be performed under the Amendment shall be extended through December 31, 2024.
2. As soon as practicable, J.S. Held shall deliver to the RDC a Gantt Project Schedule. The Gantt Project Schedule shall be used throughout the term and kept up to date by J.S. Held.
3. In all other respects, the Agreement will remain in effect as originally written.

[Signature Page Follows]



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

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

**J.S. HELD**

\_\_\_\_\_  
Date



8/2/2024

Debra S. Kunce, Sr. Vice President

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

**24-59**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF PAYMENT OF WATER METER INSTALLATION FEE 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), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, as part of the completion of the Project, the RDC is installing new water connections, including water meters to the site (“Services”); and
- WHEREAS, City of Bloomington Utilities has submitted an invoice to the RDC for the Services in an amount equaling \$3,981.00, which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby the Controller to expend an amount not to exceed \$3,981.00 from the Consolidated TIF to pay for the Services (“Payment”). 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 October 1, 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



CITY OF BLOOMINGTON  
UTILITIES

<b>DUE UPON RECEIPT</b>	<b>\$3,981.00</b>
<b>RECEIVED AFTER 07/26/2024</b>	<b>\$3,981.00</b>
<b>ACCOUNT NUMBER</b>	<b>92325-001</b>



If you are not currently using our electronic pre-authorized debit payment service Aqua Pay, please return invoice using the enclosed. Make check payable to City of Bloomington Utilities.



CITY OF BLOOMINGTON REDEVELOPMENT COMMIS  
401 N MORTON ST, STE 130  
BLOOMINGTON, IN 47404

Mail payment to:

CITY OF BLOOMINGTON UTILITIES  
ACCOUNTS RECEIVABLE  
PO BOX 2500  
BLOOMINGTON IN 47402-2500

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

<b>Account Number</b>	92325-001	<b>Service Address</b>	322 W UNIVERSITY ST
<b>Customer Name</b>	CITY OF BLOOMINGTON REDEVELOPMENT	<b>Service Period</b>	07/08/2024 to 07/08/2024

**BILL SUMMARY**

Previous Bill	\$0.00
Adjustments	\$0.00
Payments - Thank You	\$0.00
Past Due Balance	\$0.00
Current Charges	\$3,981.00
<b>Total Due</b>	<b>\$3,981.00</b>
Amount Due if Paid after 07/26/2024	\$3,981.00

**YOUR WATER USE HISTORY**

**BILL DETAIL**

Service	Rate per 1,000 gal.	Usage (1,000 gal.)	Cost
<b>WATER</b>			
Water Connection Fee			\$1,327.00
Water Connection Fee			\$1,327.00
Water Connection Fee			\$1,327.00
<b>TOTAL CURRENT CHARGES</b>			<b>\$3,981.00</b>

**Water Tip:**  
PAYMENT IN FULL REQUIRED PRIOR TO  
INSTALLATION OF SERVICE

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:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

<b>Consolidated TIF</b>	<b>\$31,455,000</b>
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

<b>Step</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Timeline</b>
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 (J.S. 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>	\$7,708,466.23	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	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

<b>7.</b>	<b>Hopewell East</b>	<b>\$17,840,770.01</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	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 <sup>nd</sup> Duke Relocation	\$43,780.58	2024
	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>7l. Water Meter Fees</b>	<b>\$3,981.00</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% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	\$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	
<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 J.S. 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
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3

To Be Completed by Redevelopment Commission Staff:

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

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

**24-60**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**FIRST AMENDMENT TO AGREEMENT WITH U3 ADVISORS FOR OWNER'S  
REPRESENTATIVE CONSULTANT SERVICES 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 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) (“Project”); and
- WHEREAS, as part of the Project, the RDC and City desire to have an owner’s representative to help with the strategic redevelopment of Hopewell (“Services”); and
- WHEREAS, in Resolution 23-45, the RDC approved an Agreement with U3 Advisors for Owner’s Representative Consultant Services for Hopewell; and
- WHEREAS, the City temporarily paused U3s work in January 2024 due to a change in Administration and a need for in-depth briefing on the direction and developments at Hopewell; and
- WHEREAS, the City is ready to resume the consultation services described in the Agreement; and
- WHEREAS, U3 is willing and able to provide such Services to the City and is agreeable resuming the consultation services described in the Agreement; and
- WHEREAS, due to the temporary pause in services, a First Amendment to the Agreement is necessary to ensure that the work is completed in accordance with the parties’ intentions. A copy of the Agreement, the First Amendment, and a redlined version of the Agreement is attached as Exhibit A.
- WHEREAS, the First Amendment seeks to modify the following: the Scope of Work and Project Schedule; the City’s project coordinator; and the Insurance provision, which has been amended to include cybersecurity coverage. The total cost of services remains the same.

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

1. The RDC hereby approves the First Amendment to the Agreement
2. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on May 1, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, Vice-President

ATTEST:

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Sue Sgambelluri, Secretary

---

Date

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
U3 ADVISORS  
FOR  
HOPEWELL OWNER'S REPRESENTATION**

This First Amendment (“Amendment”) to the Agreement between the City of Bloomington and the Bloomington Redevelopment Commission (“collectively the “City”) and U3 Advisors (“U3”) for Owner’s Representation entered into as of the date the last signature is affixed,

WITNESSETH:

WHEREAS, the City required the services of an owner’s representative to act as a consultant for the redevelopment of the twenty-four (24) acre Hopewell neighborhood (“Hopewell”); and

WHEREAS, after the City issued a request for information where U3 demonstrated the capacity and expertise to perform the desired Services; and

WHEREAS, the City and U3 entered into an Agreement for Hopewell Owner’s Representation (“Agreement”); and

WHEREAS, the City temporarily paused U3s work in January 2024 due to a change in Administration and a need for in-depth briefing on the direction and developments at Hopewell; and

WHEREAS, the City is ready to resume the consultation services described in the Agreement; and

WHEREAS, U3 is willing and able to provide such Services to the City and is agreeable to resuming the consultation services described in the Agreement; and

WHEREAS, due to the temporary pause in services, an Amendment to the Agreement is necessary to ensure that the work is completed in accordance with the parties’ intentions.

IT IS MUTUALLY AGREED the Agreement is amended as follows:

1. **Amendment to Article 1.** Article 1 Scope of Services of the Agreement is amended as follows:  
Paragraph 1 is amended by removing Exhibit B, “Scope of Work and Project Schedule” in its entirety and replacing it with a revised Exhibit B, which is attached to this Amendment.

Paragraph 3 is amended by removing “December 31, 2024” and replacing it with “May 1, 2025”.

Paragraph 4 is amended by removing “Mary Catherine Carmichael or her designee as the City’s Project Manager” and replacing it with “ESD Director, Jane Kupersmith, as Project Manager and/or City Attorney, Larry Allen, or their designees”

All other terms and conditions of the original Agreement including any other amendments remain in full force and effect, except as expressly provided by this Agreement.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective as of the date of the last signature affixed hereto.

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

**CITY OF BLOOMINGTON,  
INDIANA**

**U3 ADVISORS**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Todd Stern, Managing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Bloomington Hopewell Owners Rep**

**U3 Advisors**

	Todd Stern		Ryan Alperstein		VP/Senior Ass (As needed)		Total	
	\$425/hour		\$175/hour		\$250/hour			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
<b>Phase 1 (Sites 8,9,10)</b>								
Update market comps / refresh underwriting	4 hrs	\$ 1,700	20 hrs	\$ 3,500	0 hrs	\$ -	24 hrs	\$ 5,200
Provide comments on updated public offering	6 hrs	\$ 2,550	0 hrs	\$ -	6 hrs	\$ 1,500	12 hrs	\$ 4,050
Pre-offering outreach to developers	10 hrs	\$ 4,250	16 hrs	\$ 2,800	0 hrs	\$ -	26 hrs	\$ 7,050
Review public offering responses and level bids; provide summary analysis to City	12 hrs	\$ 5,100	24 hrs	\$ 4,200	0 hrs	\$ -	36 hrs	\$ 9,300
Financial modeling as required to stress-test developer pro formas	6 hrs	\$ 2,550	24 hrs	\$ 4,200	12 hrs	\$ 3,000	42 hrs	\$ 9,750
Prep + Interviews with select respondents	8 hrs	\$ 3,400	16 hrs	\$ 2,800	0 hrs	\$ -	24 hrs	\$ 6,200
Prepare & negotiate developer term sheet	12 hrs	\$ 5,100	6 hrs	\$ 1,050	0 hrs	\$ -	18 hrs	\$ 6,150
Support City in negotiation of definitive documents, project management through closing	40 hrs	\$ 17,000	20 hrs	\$ 3,500	24 hrs	\$ 6,000	84 hrs	\$ 26,500
<b>Total Phase 1</b>	<b>98 hrs</b>	<b>\$ 41,650</b>	<b>126 hrs</b>	<b>\$ 22,050</b>	<b>42 hrs</b>	<b>\$ 10,500</b>	<b>266 hrs</b>	<b>\$ 74,200</b>
<b>Phase 2 (Sites 1, 2, 3)</b>								
Update market comps / refresh underwriting		\$ -		\$ -		\$ -	0 hrs	\$ -
Review public offering criteria with City re sustainability, affordability, ownership, etc.	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -
Aid City in preparation of revised public offering or provide comments as needed	8 hrs	\$ 3,400	8 hrs	\$ 1,400	0 hrs	\$ -	16 hrs	\$ 4,800
Pre-offering outreach to developers	10 hrs	\$ 4,250	16 hrs	\$ 2,800	0 hrs	\$ -	26 hrs	\$ 7,050
Review public offering responses and level bids; provide summary analysis to City	12 hrs	\$ 5,100	24 hrs	\$ 4,200	0 hrs	\$ -	36 hrs	\$ 9,300
Financial modeling as required to stress-test developer pro formas	6 hrs	\$ 2,550	24 hrs	\$ 4,200	12 hrs	\$ 3,000	42 hrs	\$ 9,750
Prep + Interviews with select respondents	8 hrs	\$ 3,400	16 hrs	\$ 2,800	0 hrs	\$ -	24 hrs	\$ 6,200
Prepare & negotiate developer term sheet	12 hrs	\$ 5,100	6 hrs	\$ 1,050	0 hrs	\$ -	18 hrs	\$ 6,150
Support City in negotiation of definitive documents, project management through closing	40 hrs	\$ 17,000	20 hrs	\$ 3,500	24 hrs	\$ 6,000	84 hrs	\$ 26,500
<b>Total Phase 2</b>	<b>96 hrs</b>	<b>\$ 40,800</b>	<b>114 hrs</b>	<b>\$ 19,950</b>	<b>36 hrs</b>	<b>\$ 9,000</b>	<b>246 hrs</b>	<b>\$ 69,750</b>
<b>Phase 3 (Sites 4, 5, 6)</b>								
Update market comps / refresh underwriting	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -
Review public offering criteria with City re sustainability, affordability, ownership, etc.	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -	0 hrs	\$ -
Aid City in preparation of revised public offering or provide comments as needed	8 hrs	\$ 3,400	8 hrs	\$ 1,400	0 hrs	\$ -	16 hrs	\$ 4,800
Pre-offering outreach to developers	10 hrs	\$ 4,250	16 hrs	\$ 2,800	0 hrs	\$ -	26 hrs	\$ 7,050
Review public offering responses and level bids; provide summary analysis to City	12 hrs	\$ 5,100	24 hrs	\$ 4,200	0 hrs	\$ -	36 hrs	\$ 9,300
Financial modeling as required to stress-test developer pro formas	6 hrs	\$ 2,550	24 hrs	\$ 4,200	12 hrs	\$ 3,000	42 hrs	\$ 9,750
Prep + Interviews with select respondents	8 hrs	\$ 3,400	16 hrs	\$ 2,800	0 hrs	\$ -	24 hrs	\$ 6,200
Prepare & negotiate developer term sheet	12 hrs	\$ 5,100	6 hrs	\$ 1,050	0 hrs	\$ -	18 hrs	\$ 6,150
Support City in negotiation of definitive documents, project management through closing		\$ -		\$ -		\$ -	0 hrs	\$ -
<b>Total Phase 3</b>	<b>56 hrs</b>	<b>\$ 23,800</b>	<b>94 hrs</b>	<b>\$ 16,450</b>	<b>12 hrs</b>	<b>\$ 3,000</b>	<b>162 hrs</b>	<b>\$ 43,250</b>
<b>Total</b>	<b>250 hrs</b>	<b>\$ 106,250</b>	<b>334 hrs</b>	<b>\$ 58,450</b>	<b>90 hrs</b>	<b>\$ 22,500</b>	<b>674 hrs</b>	<b>\$ 187,200</b>

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
AND  
U3 ADVISORS  
FOR  
HOPEWELL OWNER’S REPRESENTATION**

This Agreement, entered into on this 5th day of June, 2023, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and U3 Advisors (“U3”),

**WITNESSETH:**

WHEREAS, in May 2018, the City entered into a purchase agreement for the current twenty-four (24) acre site of the former site of the IU Health Bloomington Hospital located in Bloomington, Indiana, and the City will redevelop the site into the new Hopewell neighborhood (“Hopewell”); and

WHEREAS, the City has taken possession of some of the surrounding parcels in Hopewell and will take possession of the main site, depicted as Parcel A in Exhibit A, on or before December 31, 2023; and

WHEREAS, the City requires the services of an owner’s representative to act as a consultant for the redevelopment of Hopewell (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, the City issued a request for information where U3 was one of the respondents, and U3 demonstrated the capacity and expertise to perform the desired Services; and

WHEREAS, U3 is willing and able to provide such Services to the City.

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

**Article 1. Scope of Services**

U3 shall provide the Services as specified in Exhibit B, “Scope of Work and Project Schedule”, attached hereto and incorporated into this Agreement.

U3 shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

U3 shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.



In the performance of U3's work, U3 agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Deputy Mayor Mary Catherine Carmichael or her designee as the City's Project Manager. U3 agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by U3 for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

**Article 2. Standard of Care**

U3 shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards with which a professional in the same industry would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of U3's performance. Upon notice to U3 and by mutual agreement between the parties, U3 will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

U3 shall not be responsible for the performance of the construction contract or the work or products, or any defects, deficiencies or effects resulting from any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by the City, or other third party (including anyone working or acting on behalf of any third the foregoing) that is not under the direction or control of U3. Nothing in this Agreement shall be construed as giving U3 responsibility for or the authority to control, direct, or supervise the construction, construction means, methods, techniques, sequences or procedures, or safety precautions, measures and programs.

**Article 3. Responsibilities of the City**

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and U3 shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The City shall pay U3 for all fees and expenses in an amount not to exceed a total of Four Hundred Seventy-Nine Thousand Four Hundred Dollars (\$479,400.00) based on the fees and reimbursable payment schedule set forth in Exhibit B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to U3 within forty-five (45) days of receipt of invoice. U3 may submit monthly invoices to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require and contain an itemized listing of reimbursable expenses, when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

City Controller  
OBO Bloomington Redevelopment Commission  
City of Bloomington  
401 N. Morton, Suite 240

Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

U3 shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule**

U3 shall perform the Services according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by reference ("Project Schedule"). The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. When a contractor is selected, responsibility for scheduling of construction services will become the sole responsibility of the contractor.

If U3's ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City's actions, untimely city or other government agency approvals, the actions of the contractor or other third party, or any force majeure events, then U3 shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit B.

**Article 7. Termination**

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to U3. U3 shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the U3 for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to U3's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by U3 in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

**Article 8. Identity of the U3**

U3 acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom U3 has represented will be responsible there for. U3 thus agrees that the work to be done pursuant to

this Agreement shall be performed by the principal personnel described in Exhibit C, Principal Personnel, and such other personnel in the employ under contract or under the supervision of U3. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the U3's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost**

All opinions of probable construction cost to be provided by U3 shall represent the best judgment of U3 based upon the information currently available and upon U3's background and experience with respect to projects of this nature. It is recognized, however, that neither U3 nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, U3 cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by U3 pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of U3 will be at the City's sole risk and without liability or legal exposure to U3. The City shall indemnify, defend, and hold harmless the U3 against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

All documents, drawings and specifications, including digital format files, prepared by U3 and furnished to the City as part of the Services shall become the property of the City. U3 shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of U3.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, U3 shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. U3 shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification**

U3 shall indemnify, and hold harmless the City of Bloomington, the City, and the officers, and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability to the extent, arising out of the Agreement or to the extent occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act on the part of the U3 or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

During the performance of any and all Services under this Agreement, U3 shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

U3 shall provide evidence of each insurance policy, through a certificate of insurance, to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which U3 may be held responsible for payment of damages resulting from U3’s provision of the Services or its operations under this Agreement. If U3 fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City’s required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

U3 declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. U3 agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver**

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

**Article 17. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to

amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment**

Neither the City nor the U3 shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and U3.

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

U3 shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

U3 understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If U3 believes that a City employee engaged in such conduct towards U3 and/or any of its employees, U3 or its employees may file a complaint with the City department head in charge of the U3's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

In performing the Services under this Agreement, U3 shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, U3 shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify**

U3 is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). U3 shall sign an affidavit, attached as Exhibit D, affirming that U3 does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

U3 and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the U3 or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the U3 or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the U3 or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the U3 or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the U3 or subcontractor did not knowingly employ an unauthorized alien. If the U3 or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new U3. If the City terminates the contract, the U3 or subcontractor is liable to the City for actual damages.

U3 shall require any subcontractors performing work under this contract to certify to the U3 that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. U3 shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 24. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

City of Bloomington  
Redevelopment Commission  
Attn: Larry Allen  
401 N. Morton, Suite 220  
Bloomington, Indiana 47402

**U3 Advisors:**

U3 Advisors  
Attn: Todd Stern, Managing Director  
215 Park Avenue South, 11th Floor  
New York, New York 10003

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and U3.

**Article 25. Intent to be Bound**

The City and U3 each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the U3. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 27. Non-Collusion**

U3 is required to certify that it has not, nor has any other member, representative, or agent of U3, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. U3 shall sign an affidavit affirming that U3 has not engaged in any collusive conduct, which is attached hereto as Exhibit E and incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

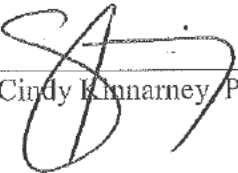
**CITY OF BLOOMINGTON,  
INDIANA**

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

**U3 ADVISORS**

  
\_\_\_\_\_  
Todd Stern, Managing Directors

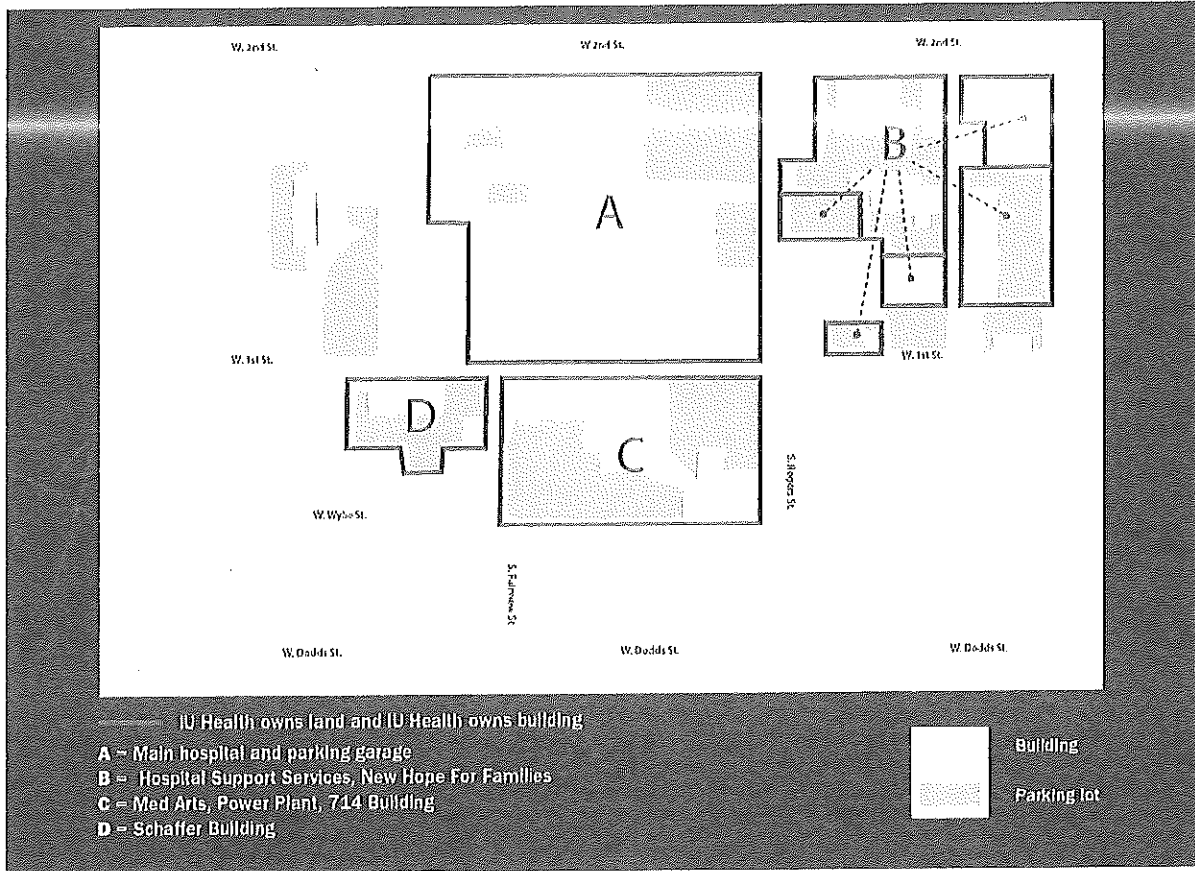
**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

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



### EXHIBIT A

### Project Site



**EXHIBIT B**  
**Scope of Work and Project Schedule**

HOPEWELL PROJECT SCHEDULE (ESTIMATED TIMES SUBJECT TO MARKET CONDITIONS AND DEVELOPER NEGOTIATIONS)												
	3	3	3	3	3	3	3	3	3	3	3	24
	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	TOTAL	
<b>Phase 1 (Sites 8, 9, 10)</b>												
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy	\$48	\$40	\$40	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$138
- Review RFI responses, request info/interviews												
- City of Bloomington recommendation and public property offering												
- Negotiate term sheet / Purchase & Sale Agreement with developer(s)												
- Complete and execute definitive documents												
- Closing												
- Project management												
<b>PHASE 1 EST. FEE INCURRED (\$000s)</b>												
<b>Phase 2 (Sites 1, 2, 3)</b>												
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy	\$30	\$50	\$35	\$30	\$15	\$0	\$10	\$0	\$10	\$0	\$170	
- Draft and issue Request for Qualifications												
- Review RFQ responses, short-list, draft and issue RFI												
- RFI response period, start review of responses												
- Interviews, short-list to 2												
- City of Bloomington recommendation and public property offering;												
- Negotiate and execute term sheet(s), draft definitive documents												
- Complete and execute definitive documents												
- Closing												
- Project management												
<b>PHASE 2 EST. FEE INCURRED (\$000s)</b>												
<b>Phase 3 (Sites 4, 5, 6, 7)</b>												
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy												
- Draft and issue Request for Qualifications												
- Review RFQ responses, short-list, draft and issue RFI												
- RFI response period, start review of responses												
- Interviews, short-list to 2												
- City of Bloomington recommendation and public property offering;												
- Negotiate and execute term sheet(s), draft definitive documents												
- Complete and execute definitive documents												
- Closing												
- Project management												
<b>PHASE 3 EST. FEE INCURRED (\$000s)</b>												
<b>EST. TOTAL FEE INCURRED OVER TIME (\$000s)</b>	\$78	\$120	\$125	\$65	\$55	\$15	\$10	\$10	\$10	\$10	\$478	
<i>Est. per month fee (\$000s)</i>	\$26.10	\$40.01	\$41.67	\$21.67	\$18.33	\$5.00	\$3.33	\$3.33	\$3.33	\$3.33		

**Bloomington Hopewell Owners Rep**  
**U3 Advisors**

Phase / Description	U3 Advisors				Analyst/Associate				TOTAL	
	Karen Backus \$525/hour	Todd Stern \$425/hour	Eric Anderson \$325/hour	Janne Cornell \$375/hour	Hours	Fee	Hours	Fee	Hours	Fee
<b>Phase 1 (Sites 8, 9, 10)</b> -- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy -- Review RFI responses, request info/interviews -- City of Bloomington recommendation and public property offering -- Negotiate term sheet / Purchase & Sale Agreement with developer(s) -- Complete and execute definitive documents -- Closing -- Project management	20 hrs \$ 10,500	94 hrs \$ 39,950	118 hrs \$ 50,150	5 hrs \$ 2,125	80 hrs \$ 33,875	317 hrs \$ 136,600				
<b>Phase 2 (Sites 1, 2, 3)</b> -- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, initial phasing strategy -- Draft and issue Request for Qualifications -- Review RFI responses, short-list, draft and issue RFI -- RFI response period, start review of responses -- Interviews, short-list to 2 -- City of Bloomington recommendation and public property offering; -- Negotiate and execute term sheet(s), draft definitive documents -- Complete and execute definitive documents -- Closing -- Project management	24 hrs \$ 12,600	118 hrs \$ 50,150	149 hrs \$ 63,325	5 hrs \$ 2,125	100 hrs \$ 42,500	396 hrs \$ 170,700				
<b>Phase 3 (Sites 4, 5, 6, 7)</b> -- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, initial phasing strategy -- Draft and issue Request for Qualifications -- Review RFI responses, short-list, draft and issue RFI -- RFI response period, start review of responses -- Interviews, short-list to 2 -- City of Bloomington recommendation and public property offering; -- Negotiate and execute term sheet(s), draft definitive documents -- Complete and execute definitive documents -- Closing -- Project management	24 hrs \$ 12,600	118 hrs \$ 50,150	149 hrs \$ 63,325	5 hrs \$ 2,125	100 hrs \$ 42,500	396 hrs \$ 170,700				
<b>Total</b>	\$ 35,700	\$ 140,250	\$ 176,800	\$ 6,375	\$ 118,875	\$ 478,000				
<b>Monthly Fee - 24 Months</b>										\$ 19,917



**EXHIBIT C. PRINCIPAL PERSONNEL**

- KAREN BACKUS, PRINCIPAL AND CO-FOUNDER. SENIOR ADVISOR
- TODD STERN, MANAGING DIRECTOR. PROJECT EXECUTIVE
- ERIC ANDERSON, VICE PRESIDENT. PROJECT MANAGER
- ANDREW FIX, ASSOCIATE.

EXHIBIT D

STATE OF New York )  
 )SS:  
COUNTY OF New York )

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Managing Director of U3 Advisors.  
(job title)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]  
Signature  
Todd Stern  
Printed Name

STATE OF New York )  
 )SS:  
COUNTY OF New York )

Before me, a Notary Public in and for said County and State, personally appeared Todd Stern and acknowledged the execution of the foregoing this 23<sup>rd</sup> day of May, 2023.

[Signature]  
Notary Public's Signature  
Jamie Liu  
Printed Name of Notary Public

County of Residence: Queens

My Commission Expires: January 16, 2026

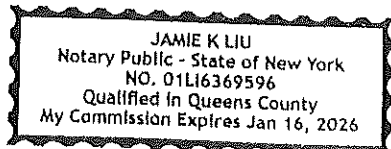


EXHIBIT E

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

U3 ADVISORS

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

Todd Stern, Managing Director  
Printed Name and Title

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

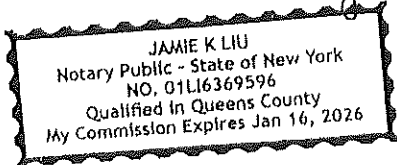
Before me, a Notary Public in and for said County and State, personally appeared Todd Stern and acknowledged the execution of the foregoing this 23<sup>rd</sup> day of May, 2023.

Notary Public's Signature

JAMIE K LIU  
Printed Name of Notary Public

County of Residence: Queens

My Commission Expires: January 16, 2026



**24-61  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH WEBER GROUP  
FOR TRADES DISTRICT GATEWAY ART**

WHEREAS, in Resolution 23-34, the City of Bloomington Redevelopment Commission approved the use of Consolidated TIF funds to pay for public art in the Trades District (the “Project”) pursuant to an Agreement between the City of Bloomington Redevelopment Commission, Bloomington’s Economic and Sustainable Development Department, and Weber Group II, LLC (“Weber”) (the “Agreement”) in the amount of \$106,500.00; and

WHEREAS, the RDC approved an amendment to the Agreement in Resolution 24-07, which increased the total funding for the services to \$133,642.00; and

WHEREAS, additional services are necessary for the completion of the project, specifically for Weber to facilitate the acquisition, finishing, and installation of lighting for the Project (“Additional Services”); and

WHEREAS, City staff negotiated a Second Amendment to the Agreement for the Additional Services in amount not to exceed an additional \$33,825.00, attached to this Resolution as Exhibit A, which would bring the total note to exceed amount for the Agreement as amended to \$167,467.00; and

WHEREAS, Staff anticipates that the additional funding will be paid by the Bloomington Urban Enterprise Association and there will not be any additional use of TIF funding, but that TIF funding should be approved as a backup source of payment

WHEREAS, a copy of the Amendment is attached to this resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the increase in funds pursuant to the terms of the Amendment and the Agreement for the Project; and

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

1. The Redevelopment Commission reaffirms its approval of the Project.
2. The Redevelopment Commission approves the Amendment to the Agreement, attached to this Resolution as Exhibit A, and authorizes the City of Bloomington to expend a total amount not to exceed \$167,467.00 to pay for the Project pursuant to the terms of



the Agreement as amended. Staff should make every effort to ensure that TIF funding for the additional \$33,825, approved as part of the Second Amendment, is only used as a last resort. City staff must notify the RDC prior to expending any TIF funds if the BUEA does not cover the additional costs.

3. The Redevelopment Commission further authorizes the payment to be made from the Consolidated TIF.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Deborah Myerson, Vice President

ATTEST:

---

Sue Sgambelluri, Secretary

---

Date



**CONTRACT COVER MEMORANDUM**

**TO:** Jessica McClellan, Controller  
**FROM:** Holly Warren, ESD  
**RE:** Amendment to Agreement with Weber Group for Trades District Sculpture OT 987

<b>Contract Recipient/Vendor Name:</b>	Weber Group, LLC
<b>Department Head Initials of Approval:</b>	JK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Holly Warren
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Larry Allen
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-459 (Orig. 23-091 and 1 <sup>st</sup> Am. 24-055)
<b>Due Date For Signature:</b>	January 22, 2023
<b>Expiration Date of Contract:</b>	December 31, 2024
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$167,467.00 (\$133,642 + 2 <sup>nd</sup> Amendment \$33,825)
<b>Funding Source:</b>	Additional Amount 2 <sup>nd</sup> Am: BUEA Consolidated TIF – 439-15-159002-53990 (part of 1% funding for the Trades District Infrastructure Upgrades)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

**Summary of Contract:** Weber Group II LLC agreement will purchase electric, digital, and lighting equipment for Trades District art installation OT 987. Additionally, Weber Group shall provide shop staff and space for artist Stefan Reiss to paint visible components of OT 987 prior to lighting installation. Weber, in collaboration with artist Stefan Reiss, will be responsible for certifying that the painting will be done in accordance with professional standards and will meet the durability standards necessary for an outdoor installation.

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION,  
BLOOMINGTON’S ECONOMIC AND SUSTAINABLE DEVELOPMENT  
DEPARTMENT,  
AND WEBER GROUP II, LLC**

This Second Amendment between City of Bloomington Redevelopment Commission, the City of Bloomington Department of Economic and Sustainable Development (the “City”), and Weber Group II, LLC (“Contractor”) (collectively the “Parties”) amends the parties’ Agreement entered into in April of 2023 (“Agreement”), as follows:

1. The Parties believe it is in the best interest of the project to add lighting assembly and finishing services (“Additional Services”) to the Agreement for the completion of the Project as outlined in Exhibit A to this Amendment.
2. The Additional Services require a change order to the Agreement compensation as amended for an additional \$33,825.00. The total compensation under the Agreement as modified by this Amendment shall not exceed a total of \$167,467.00.
3. In all other respects, the Agreement will remain in effect as originally written.

[Signature Page Follows]

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel      Date

**CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Date

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

**CITY OF BLOOMINGTON ECONOMIC AND SUSTAINABLE DEVELOPMENT**

\_\_\_\_\_  
Jane Kupersmith, Director      Date

**WEBER GROUP II, LLC**

\_\_\_\_\_  
Jim Doiron, Partner      Date

**EXHIBIT A**

**[See Attached]**



# Change Order

**PROJECT:** *(name and address)*  
BLOOMINGTON PUBLIC ART PROJECT  
401 NORTH MORTON STREET  
BLOOMINGTON, IN 47404

**CONTRACT INFORMATION:**  
Date: 1/23/2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: CO#1  
Date: 5/15/2024

**OWNER:** *(name and address)*  
CITY OF BLOOMINGTON  
401 NORTH MORTON STREET  
BLOOMINGTON, IN 47404

**CONTRACTOR:** *(name and address)*  
Weber Group II, LLC  
5233 Progress Way  
Sellersburg, IN 47172

**THE CONTRACT IS CHANGED AS FOLLOWS:**

LED light sub-assembly in tubes inc diffusers  
Additional General Requirements including PM & PE time  
Shop services for painting tubes with Artist  
LED lighting & control system

The original Contract Sum was	\$ <u>                    </u> <b>\$133,642.00</b>
The net change by previously authorized Change Orders	\$ <u>                    </u> <b>\$0.00</b>
The Contract Sum prior to this Change Order was	\$ <u>                    </u> <b>\$133,642.00</b>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>                    </u> <b>\$33,825.00</b>
The new Contract Sum including this Change Order will be	\$ <u>                    </u> <b>\$167,467.00</b>

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

\_\_\_\_\_  
**CONTRACTOR** Weber Group II, LLC

\_\_\_\_\_  
**OWNER** CITY OF BLOOMINGTON

\_\_\_\_\_  
**SIGNATURE**

Ricky Berg Theming Project Manager Director

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

5/16/2024

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**EXHIBIT A-1**

**Updated Budget**

General Requirements:	\$22,544.00
Design/Shop Drawings:	\$4680.00
Fabrication:	\$77,870.00
Mobilization & Install:	\$28,548.00
<b>Change Order for</b>	
<b>Lighting:</b>	<b>\$33,825.00</b>
<b>Grand Total:</b>	<b>\$167,467.00</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:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00



<b>Consolidated TIF</b>	<b>\$31,455,000</b>
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

<b>Step</b>	<b>Description</b>	<b>Estimated Cost</b>	<b>Timeline</b>
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 (J.S. 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>	\$7,708,466.23	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	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

Redevelopment Commission Resolution 24-61  
Exhibit B

<b>7.</b>	<b>Hopewell East</b>	<b>\$17,840,770.01</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	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 <sup>nd</sup> Duke Relocation	\$43,780.58	2024
	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>7l. Water Meter Fees</b>	<b>\$3,981.00</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% Design)</b>	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
<b>14</b>	<b>Demolition</b>	\$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	
<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 Shrewsbury
- 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 J.S. 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
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3

To Be Completed by Redevelopment Commission Staff:

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

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