

AGENDA
REDEVELOPMENT COMMISSION
September 16, 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 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/84203276641?pwd=tCqE84eRFQKPytvjD7ZYlFw64i5qmI.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –September 3, 2024
- III. EXAMINATION OF CLAIM REGISTERS** –September 13, 2024 for \$468,700
- IV. EXAMINATION OF PAYROLL REGISTERS** September 6, 2024 for \$41,088.86
- 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 24-65:** Approval of Notice of Offering for Hopewell South (Blocks 9 and 10)
 - B. **Resolution 24-66:** Approval to Vacate Covenants, Conditions, and Restrictions for The Trades District
 - C. **Resolution 24-67:** Approval of Agreement for Public Art in Hopewell East
- 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, September 3, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with Secretary Sue Sgambelluri presiding:
<https://catstv.net/m.php?q=13762>

I. ROLL CALL

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

Commissioners Absent: Deborah Myerson

City Staff Present: Anna Killion-Hanson, Director, HAND; Christina Finley, Assistant Director, HAND; Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Taylor Brown, Legislative Affairs Specialist, Office of the Mayor;

Others Present: Deb Kunce, J.S. Held; Dave Askins, B-Square Bulletin; Sam Dove; Stewart Norton, Resident

II. READING OF THE MINUTES – John West moved to approve the August 5, 2024 minutes, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – John West moved to approve the claim registers for August 16, 2024, for \$836,232.96 and August 30, 2024 for \$1,267,173.99 via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll registers for August 9, 2024, for \$41,088.87 and August 23, 2024, also for \$41,088.87, via roll-call vote. John West seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Killion-Hanson reported that tonight will be the ninth and final Consolidated Plan Outreach meeting.

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

C. Treasurer's Report: Jessica McClellan distributed an updated draft of the TIF status report. McClellan briefly reviewed the report. The report is attached to the minutes.

D. Business Development Updates: Jane Kupersmith gave a brief update on the Trades District. Kupersmith said there was a celebration last week announcing the Lily Endowment's \$16 million support of the College and Community Collaboration grant which is focused on accelerating the development of the Trades District. It's a three-way partnership between Indiana University, The Mill, and The City of Bloomington.

The Trades District Garage office space build-out is targeted for completion in December of this year. Kupersmith said we are working on the definitive hotel project agreement and will have it ready for RDC consideration in two weeks.

- E. Hopewell Update:** Deb Kunce stated the Hopewell South public offering will come to the RDC in two weeks.

VI. NEW BUSINESS

- A. Resolution 24-62: Approval of Amendment of Agreement for Security Patrols at Hopewell Properties.** Larry Allen stated that the amendment to the agreement with Marshall Security will extend the term through March 1, 2025. No new funding approval is needed at this time. Funds remain unspent from what had been approved in Resolution 24-38 and will be used before any new funding is requested.

City staff answered questions from the commissioners.

Sgambelluri asked for public comment. There was a public comment regarding the need for security in the parking areas due to drug activity.

John West moved to approve Resolution 24-62 via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

- B. Resolution 24-63: Approval of Contract with Belcher Fencing LLC to Modifying Fencing in Hopewell.** Larry Allen stated IU Health conveyed its construction fence surrounding the Hopewell West properties as part of the closing on the real estate. Due to the start of construction on separate projects within Hopewell West in the coming months, the City has solicited quotes for a firm to modify the fencing in Hopewell West, which will create two fenced-in areas around the Kohr Administration Building and the existing parking garage. After obtaining quotes from different providers, staff identified Belcher Fencing LLC as the best provider of the services. Staff have negotiated an agreement with Belcher Fencing for an amount not to exceed \$14,723.50

City staff answered questions from the commissioners.

Sue Sgambelluri asked for public comment. There were no comments from the public.

Laurie McRobbie moved to approve Resolution 24-63 via roll-call vote. Randy Cassidy seconded the motion. The motion passed unanimously.

- C. Resolution 24-64: Approval of Contract with Woods Electrical Contractors Inc. for Electrical Maintenance and Connection Services in Hopewell.** Larry Allen stated there is a typo in this resolution and exhibit. There is a reference to Belcher Fencing and it should be Woods Electrical. The resolution will need to be approved with the correction.

The agreement with Woods Electrical will provide two essential services. One is to reconnect 714 South Rogers Street to electricity. The second one is to provide an open services agreement at the request of our public works. Allen said we anticipate that there could be additional electrical maintenance items needed around the Hopewell neighborhood and RDC-owned properties. Staff have negotiated an agreement with Woods Electrical for an amount not to exceed \$15,000.

City staff answered questions from the commissioners.

Sue Sgambelluri asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-64 via roll-call vote with the corrections mentioned above. John West seconded the motion. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

Larry Allen stated we will be sending out date requests for the RDC retreat.

- XI. ADJOURNMENT** – John West moved to adjourn. Randy Cassady 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
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Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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controller@bloomington.in.gov

Claims Register Cover Letter

To: . . . Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 09-13-2024 (\$468,700.82)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 08-31-2024 to 09-13-2024. 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.

Adam Watts
Director of Auditing and Financial Systems
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 08-31-2024 to 09-13-2024, 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.

Larry Allen, City Attorney

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/13/24	Claims				\$468,700.82
					<u>\$468,700.82</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 \$468,700.82

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 Office Adam W. W. W.
Director of Auditing and Financial Systems



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/31/24 - 09/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	379336408001	15-gel pens	Paid by EFT # 61218		09/03/2024	09/03/2024	09/13/2024		09/13/2024	1.47
6530 - Office Depot, INC	379336409001	15-gel pens, tape, mouse pad	Paid by EFT # 61218		09/03/2024	09/03/2024	09/13/2024		09/13/2024	20.41
6530 - Office Depot, INC	379336406001	15-document monitor clip	Paid by EFT # 61218		09/03/2024	09/03/2024	09/13/2024		09/13/2024	9.21
6530 - Office Depot, INC	379336404001	15-Mouse Pads, Sharpie's	Paid by EFT # 61218		09/03/2024	09/03/2024	09/13/2024		09/13/2024	25.04
Account 52110 - Office Supplies Totals								Invoice Transactions 4		\$56.13
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	20244741	15-River Link-Toll Fee-Travel to KY for NSPIRE Test	Paid by Check # 79029		09/03/2024	09/03/2024	09/13/2024		09/13/2024	15.08
Account 53230 - Travel Totals								Invoice Transactions 1		\$15.08
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006574312a	15-Public Notice for BHQA Meeting 7-7-24	Paid by EFT # 61146		09/03/2024	09/03/2024	09/13/2024		09/13/2024	42.00
Account 53320 - Advertising Totals								Invoice Transactions 1		\$42.00
Account 53990 - Other Services and Charges										
9148 - Office Easel LLC	107336A	15-Department Swag for Events - 1,000 Tote Bags	Paid by EFT # 61219		09/03/2024	09/03/2024	09/13/2024		09/13/2024	2,647.68
9148 - Office Easel LLC	107337	15-Department Swag for Events - 2,000 Jar Opener & Coaster	Paid by EFT # 61219		09/03/2024	09/03/2024	09/13/2024		09/13/2024	2,423.08
9148 - Office Easel LLC	107338A	15-Department Swag for Events - 2,025 Smart Wallet	Paid by EFT # 61219		09/03/2024	09/03/2024	09/13/2024		09/13/2024	1,381.23
2128 - Van Ausdall & Farrar, INC	615782	15-Digitization for Rental Files - 5/31/24	Paid by EFT # 61273		09/03/2024	09/03/2024	09/13/2024		09/13/2024	7,275.30
Account 53990 - Other Services and Charges Totals								Invoice Transactions 4		\$13,727.29
Program 151600 - Title 16 Totals								Invoice Transactions 10		\$13,840.50
Program 152000 - Historic Preservation										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	01J427HT03V6 WCR1	15-Preserving Historic Places 2024 Conf-Noah Sandweiss	Paid by Check # 79029		09/03/2024	09/03/2024	09/13/2024		09/13/2024	225.75
Account 53160 - Instruction Totals								Invoice Transactions 1		\$225.75



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/31/24 - 09/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 152000 - Historic Preservation										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3560 - First Financial Bank / Credit Cards	01J4VGTNFSJR 7Q7	15-Workshop-Historic Commissioners-J. Baker-10/22	Paid by Check # 79029		09/03/2024	09/03/2024	09/13/2024		09/13/2024	31.50
3560 - First Financial Bank / Credit Cards	PRSRVNGSTRC PSJK0	15-Workshop-Historic Commissioners-E. Mitchell-10/22	Paid by Check # 79029		09/03/2024	09/03/2024	09/13/2024		09/13/2024	31.50
3560 - First Financial Bank / Credit Cards	PRSRVNGHSTR CPSJK	15-Workshop-Historic Commissioners-K. Duffy-10/22	Paid by Check # 79029		09/03/2024	09/03/2024	09/13/2024		09/13/2024	31.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions	3		\$94.50
Program 152000 - Historic Preservation Totals							Invoice Transactions	4		\$320.25
Department 15 - HAND Totals							Invoice Transactions	14		\$14,160.75
Fund 101 - General Fund (S0101) Totals							Invoice Transactions	14		\$14,160.75
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1709 - John Bethell Title Company, INC	CLSNG- 9.4.2024	15-Downpayment Closing Cost-Baxter- 2354 E. Winding Brook Cir	Paid by EFT # 61077		09/03/2024	09/03/2024	09/03/2024		09/03/2024	41,000.00
56 - Middle Way House, INC	R101-Butler	15-Rent Deposit-401 S Washington - A. Butler	Paid by Check # 79040		09/03/2024	09/03/2024	09/13/2024		09/13/2024	200.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 9.10.2024	15-Downpayment-- Shared Equity-1004 W. Cottage Grove- Humphrey	Paid by EFT # 61301		09/09/2024	09/09/2024	09/09/2024		09/09/2024	10,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 9.12.2024	15-Downpayment Closing Cost-Santiago- 1998 S Bernard Dr	Paid by EFT # 61076		09/11/2024	09/11/2024	09/11/2024		09/11/2024	10,000.00
Account 53960 - Grants Totals							Invoice Transactions	4		\$61,200.00
Account 53990 - Other Services and Charges										
9216 - Williams Creek Management Corporation	24333	15-Evergreen Villiage Lots Maint Lots 2 & 14 - Event 3 of 4	Paid by EFT # 61288		09/03/2024	09/03/2024	09/13/2024		09/13/2024	900.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$900.00
Program 150000 - Main Totals							Invoice Transactions	5		\$62,100.00
Department 15 - HAND Totals							Invoice Transactions	5		\$62,100.00
Fund 153 - LIT – Economic Development Totals							Invoice Transactions	5		\$62,100.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/31/24 - 09/13/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000433324	15-PC Reimb-Mo Co Rec-rec fees HOME funded project.- Lydy,Roeder	Paid by Check # 5527		09/03/2024	09/03/2024	09/13/2024		09/13/2024	50.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$50.00
Program 150000 - Main Totals								Invoice Transactions 1		\$50.00
Department 15 - HAND Totals								Invoice Transactions 1		\$50.00
Fund 254 - HOME Totals								Invoice Transactions 1		\$50.00
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
3444 - Rundell Ernstberger Associates, INC	2022-1671-22	15-Hopewell Phase 1 East - Inspection through 07/31/24	Paid by EFT # 61246		09/03/2024	09/03/2024	09/13/2024		09/13/2024	56,890.52
9084 - The Green Engineer, INC	12774	04-LEED Project Management for Hopewell through 08/10/24	Paid by EFT # 61261		09/03/2024	09/03/2024	09/13/2024		09/13/2024	1,020.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$57,910.52
Program 159001 - Adams Crossing Area Totals								Invoice Transactions 2		\$57,910.52
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	HFITECHCTR- App10	04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 10	Paid by Check # 79030		09/03/2024	09/03/2024	09/13/2024		09/13/2024	16,430.46
321 - Harrell Fish, INC (HFI)	HFITECHCTR- App10	04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 10	Paid by EFT # 61157		09/03/2024	09/03/2024	09/13/2024		09/13/2024	312,178.80
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$328,609.26
Program 159002 - Downtown Area Totals								Invoice Transactions 2		\$328,609.26
Department 15 - HAND Totals								Invoice Transactions 4		\$386,519.78
Fund 439 - Consolidated TIF Totals								Invoice Transactions 4		\$386,519.78
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	65873	04-Landscaping Services for Trades District 07/03-07/24/24	Paid by EFT # 61216		09/03/2024	09/03/2024	09/13/2024		09/13/2024	2,213.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/31/24 - 09/13/24

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										
7402 - Nature's Way, INC	65874	04-Landscaping-Trades District Pkg Garage 07/23/24	Paid by EFT # 61216		09/03/2024	09/03/2024	09/13/2024		09/13/2024	245.00
223 - Duke Energy	9101205758430 824	04-College Sq-200 S. College Ave-elec. chgs 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	148.21
223 - Duke Energy	9101205761750 824	04-College Sq-202 S College-elec. bill 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	29.49
223 - Duke Energy	9101205753640 824	04-College Sq-204 S. College Ave-electric bill 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	627.66
223 - Duke Energy	9101205762900 824	04-College Sq-208 S. College-elec. bill 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	586.36
223 - Duke Energy	9101205763990 824	04-College Sq-210 S. College Ave-elec. chgs 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	121.34
223 - Duke Energy	9101205756790 824	04-College Sq-222 S College Ave - elec serv 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	343.30
223 - Duke Energy	9101205760180 824	04-College Sq-222 S College Ave -elec bill 07/27/24-08/27/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	317.12
2260 - Republic Services, INC	0694-003475382	06-Trash service-College Sq-222 S. College - September 2024	Paid by EFT # 61074		09/05/2024	09/05/2024	09/05/2024		09/05/2024	186.04
223 - Duke Energy	9101205749170 824	15-489 10th St W. Misc: Cmrdl Spce-elec. chgs 07/23/24-08/21/24	Paid by Check # 79017		09/05/2024	09/05/2024	09/05/2024		09/05/2024	475.86
2260 - Republic Services, INC	0694-003474865	15-trash service-627 N Morton St-Sept 2024 incl overage 8/15	Paid by EFT # 61074		09/05/2024	09/05/2024	09/05/2024		09/05/2024	174.79
223 - Duke Energy	9101205748680 824	15-105 W 4th St-Misc: Office 2-elec chgs 07/27/24-08/27/24	Edit		09/11/2024	09/11/2024	09/11/2024			160.05
223 - Duke Energy	9101205757280 824	15-105 4th St W Misc Office 4-elec chgs 07/27/24-08/27/24	Edit		09/11/2024	09/11/2024	09/11/2024			147.65



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/31/24 - 09/13/24

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										
223 - Duke Energy	9101212104030824	15-105 W 4th St Misc Office 1-elec chgs 07/27/24-08/27/24	Edit		09/11/2024	09/11/2024	09/11/2024			58.94
7414 - MAP Communications, INC (Live Voice)	000033-854-781	06-College Square- answering service- September 2024	Edit		09/11/2024	09/11/2024	09/11/2024			35.48
Account 53990 - Other Services and Charges Totals							Invoice Transactions	16		<u>\$5,870.29</u>
Program 150000 - Main Totals							Invoice Transactions	16		<u>\$5,870.29</u>
Department 15 - HAND Totals							Invoice Transactions	16		<u>\$5,870.29</u>
Fund 444 - RDC Totals							Invoice Transactions	16		<u>\$5,870.29</u>
Grand Totals							Invoice Transactions	40		<u>\$468,700.82</u>



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

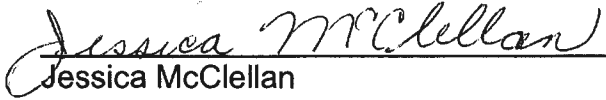
CONTROLLER'S OFFICE
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controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: September 6, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 08/19/2024 to 09/01/2024. 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 09/06/24 - 09/06/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	09/06/2024	2,277.42		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	09/06/2024	1,705.68		.00	128.81	95.73	22.39	48.63	30.64	191.83	1,187.65
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.73	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.65
10000 Collins, Barry 0111	09/06/2024	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	09/06/2024	1,742.80		.00	73.66	88.88	20.78	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	\$88.88	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.81
3232 Davis, Rebecca D	09/06/2024	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	09/06/2024	3,403.84		.00	507.04	211.45	49.45	108.59	69.20	33.78	2,424.33
			.00	.00	3,400.34	3,410.34	3,410.34	3,400.34	3,400.34		
		\$3,403.84	\$0.00	\$0.00	\$507.04	\$211.45	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.33
2393 Hayes, Chastina J	09/06/2024	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	09/06/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
10000 Hewett, John H 0251	09/06/2024	2,311.86		.00	197.45	130.23	30.46	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86	\$0.00	\$0.00	\$197.45	\$130.23	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.56	\$2,100.56	\$2,100.56	\$1,950.56	\$1,950.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/06/24 - 09/06/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	09/06/2024	2,301.92		.00	155.94	139.78	32.70	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	\$155.94	\$139.78	\$32.70	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	09/06/2024	4,507.15		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.25
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15	\$0.00	\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.25
1516 Liford, Kenneth T	09/06/2024	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	09/06/2024	1,672.01		.00	.00	94.57	22.12	48.03	30.26	146.70	1,330.33
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01	\$0.00	\$0.00	\$0.00	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,330.33
1378 Sandweiss, Noah S	09/06/2024	2,307.70		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.32
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.32
10000 Stong, Mary J 0471	09/06/2024	2,019.81		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.50
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.50
504 Swinney, Matthew P	09/06/2024	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	09/06/2024	2,210.11		.00	56.49	127.74	29.87	65.30	39.58	155.16	1,735.97
			.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	\$127.74	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.97
2305 Van Rooy, Angela L	09/06/2024	2,082.98		.00	113.03	129.15	30.21	60.82	38.32	224.25	1,487.20
			.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	\$129.15	\$30.21	\$60.82	\$38.32	\$224.25	\$1,487.20
			\$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 09/06/24 - 09/06/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	09/06/2024	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		
HAND - Housing & Neighborhood Dev		\$41,088.86		\$0.00	\$3,379.29	\$2,430.26	\$568.40	\$1,213.82	\$750.42	\$3,845.57	\$28,901.10
			\$0.00	\$0.00	\$37,886.51	\$39,197.51	\$39,197.51	\$37,886.51	\$37,886.51		
Grand Totals		\$41,088.86		\$0.00	\$3,379.29	\$2,430.26	\$568.40	\$1,213.82	\$750.42	\$3,845.57	\$28,901.10
			\$0.00	\$0.00	\$37,886.51	\$39,197.51	\$39,197.51	\$37,886.51	\$37,886.51		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/6/2024	Payroll				41,088.86
					<u>41,088.86</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 \$ 41,088.86

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 _____

24-65
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF NOTICE OF OFFERING FOR HOPEWELL SOUTH
(BLOCKS 9 AND 10)

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and

WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31; and

WHEREAS, in Resolution 23-73, the RDC authorized the public offering of Hopewell South parcels; and

WHEREAS, that offer was issued in accordance with the requirements of Indiana Code § 36-7-14-22 and two bids were received; and

WHEREAS, City staff believe it is in the best interest of the Hopewell Project to publish and disseminate a revised and updated offer of the parcels; and

WHEREAS, the revised notice of offering for Hopewell South (Block 9 and 10) (“Properties”) is attached to this Resolution in Exhibit A.

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

1. The RDC reaffirms its support for the Hopewell Project.
2. The RDC finds that the sale of the Properties will enhance the development and economic development of the Consolidated TIF and the Hopewell Project.
3. The RDC authorizes City staff to issue an updated offering packet and publish a notice of offering to solicit additional bids for the parcels.
4. The RDC authorizes the City of Bloomington Controller to use the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering. This expenditure must comply with the City and the RDC’s claims process.

5. The funding authorization approved by this Resolution shall terminate December 31, 2024, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date



City of Bloomington Redevelopment Commission

Offering Packet

Hopewell Blocks 9 and 10

Issued September 17, 2024

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EXECUTIVE SUMMARY

Offering Entity: Bloomington Redevelopment Commission

Property Offered: Blocks 9 and 10 of the Hopewell Neighborhood

Block 9 - (approximately 2.2 acres) is located south of 1st street between S. Fairview and S. Jackson Streets

Block 10 - (approximately 1.4 acres) is located at the corner of W. 1st and S. Fairview Streets

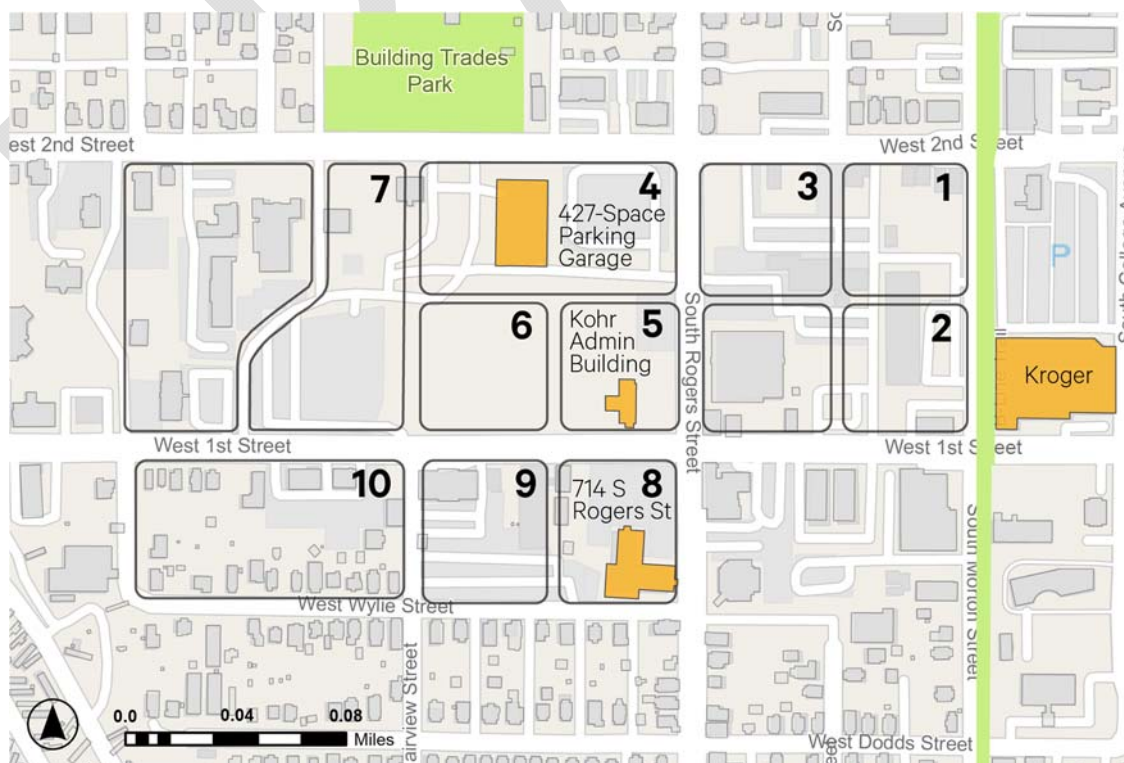
Offer Deadline: **November 1, 2024**

Minimum Offers: The Redevelopment Commission will entertain any offer that complies with the requirements found within this offering packet. By state law, the beginning point for negotiation is the average of two appraisals obtained by the RDC, which are as follows:

Block 9 - \$1,448,250;

Block 10 - \$664,030.

Property Condition: The real estate and any improvements will be sold as-is.



INTRODUCTION

The Hopewell Neighborhood is poised to become Bloomington's next great place to be—a welcoming community for all Bloomingtonians to live, work and play.

The City of Bloomington Redevelopment Commission seeks proposals from qualified developers through this Offering Packet for the development of Hopewell South, one of three phases of development in a new, mixed-use neighborhood in the heart of Bloomington, Indiana. The City seeks development of 3.6 acres of the neighborhood - called Blocks 9 and 10—to produce high-quality and mixed-income housing options. This Offering aims to identify qualified development partners to develop, finance, and manage new development that will advance the City's critical housing goals while demonstrating what neighborhoods of the future should be.

The 24-acre Hopewell Neighborhood, on the site of the former Bloomington Hospital, was acquired by the City in 2018 to address critical citywide housing needs. The Hopewell Neighborhood offers a crucial opportunity to expand Bloomington's housing supply with quality, diverse, and mixed-income units while also exemplifying new neighborhood development and connectivity for Bloomington.

ABOUT BLOOMINGTON

Nestled in the rolling hills of southern Indiana, Bloomington is a small town with big-city amenities, atmosphere, and culture—home of Indiana University’s flagship Bloomington campus (IUB), a leading Tier-1 Research University. Bloomington also features award-winning parks; more than 34 miles of trails; over 250 restaurants with worldwide cuisines; the Little 500 bicycle race; festivals like Granfalloon, the Limestone Comedy Festival, Pridefest, Bloomington Handmade Market, and the Lotus World Music & Arts Festival;



fantastic museums; a thriving music scene built of equal parts Jacobs School of Music and townie rock bands; engaging public art; and finally many wonderful spots to enjoy locally crafted coffee, beer, cider, and spirits. The city is frequently heralded as a desirable place to live and work and has received national recognition for its business- and entrepreneur-friendly environment and innovation economy. It was featured most recently in Conde Nast Traveler in a [write-up](#) about Bloomington institution and safe haven the Back Door.

Growing Population

Bloomington is Indiana’s sixth most populous city, with 80,064 residents living in relative density, at 3,440 people per square mile (more densely populated than, for example, Austin TX, Madison WI, Fort Collins, CO, Lansing, MI or Everett, WA)¹. Bloomington’s greater MSA has a population of 160,874.

The city’s population and employment growth over the last 10 years is anticipated to continue across all age cohorts over the next 5 years.

¹ <https://www.governing.com/archive/population-density-land-area-cities-map.html>.

	2021	2019	2011	2011–21 % Change	2019–21 % Change
Total population	80,064	84,116	79,662	0.5%	5.6%
Population density	3,443	3,620	3,440	0.1%	5.2%
Median income	\$41,995	\$37,077	\$26,516	58.4%	39.8%
Average income	\$62,744	\$58,306	\$44,814	40.0%	30.1%

	2021	2019	2011	2011–21 % Change	2019–11 % Change
Under 18 years	9,203	9,348	8,778	4.8%	6.5%
18–34 years	44,623	48,236	47,458	-6.0%	1.6%
35–64 years	18,153	18,510	17,099	6.2%	8.3%
65 and over	8,085	8,022	6,327	27.8%	26.8%
Total population	80,064	84,116	79,662	0.5%	5.6%

Source: ACS 2021, 2019, and 2011 5-Year Estimates. 2019 population is shown to illustrate pre-Covid population trends.

Thriving Economy

Bloomington supports a vibrant economy, with over 2,500 establishments, and particular economic strengths in medical device and pharmaceutical manufacturing, technology, higher education, healthcare, craft beverages, and the arts.

Two higher education institutions anchor the Bloomington region's economy. Indiana University Bloomington (IUB), the flagship campus of Indiana's eight-campus university system, with a total Fall 2023 enrollment of 47,527, is renowned for teaching and research in fields ranging from informatics and chemistry to African studies and music. IUB receives top national rankings for the O'Neill School of Public and Environmental Affairs, the Kelley School of Business, and the Jacobs School of Music, to name just a few. Ivy Tech Community College, part of the nation's largest community college system, boasts numerous region-specific programs to prepare the area's workforce for future success.



With major health and research anchors, Bloomington’s concentration of employment in the life sciences is six times greater than the U.S. average and growing. Catalent BioPharma made a \$350 million investment in its Bloomington operation in 2022 and Simtra BioPharma Solutions just announced a \$250 million capital investment in 2024. Catalent BioPharma is .8 miles southwest of Hopewell via the B-Line Trail.

Further, Indiana University, IU Health, and IU Health Bloomington Hospital recently opened a new regional academic health center that employs thousands of people and has expanded opportunities for health sciences education and research. It brings IU’s School of Medicine to Bloomington, with both undergraduate, graduate, and MD programs.

BLOOMINGTON EMPLOYMENT		
<i>Bloomington Major Employers</i>	<i>Number of employees</i>	<i>Distance from Hopewell</i>
Indiana University – Bloomington	7,700+	.9 miles
Cook Group	3,300	3.3 miles
IU Health Bloomington	2,200+	3.8 miles
Catalent	2,400	.8 miles
Simtra BioPharma Solutions	1,700	2.5 miles
<i>Nearby:</i>		
Crane Naval Surface Warfare Center (NSWC)	5,000	27 miles
Boston Scientific	800	17 miles

Beyond major employers, downtown Bloomington itself boasts more than 140 local and unique restaurants, bars, and coffee shops, seven local breweries, and a distillery. Our vibrant community has earned its recognition as one of the “best college towns to live in forever” by College Ranker.

New Investments

Public Investments

Billions of dollars of public and private investment across the city in the past several years have fueled growth and transformation. The City’s public investments in quality of life have led to ambitious new public spaces, from the 65-acre Switchyard Park that transformed a shuttered rail yard into a new destination for the city and region, to the extension of the wildly popular B-Line Trail. The B-Line is a north-south micro-mobility spine that connects residential neighborhoods on the north to the City’s tech park—the Trades District—the City’s courthouse square, Hopewell, the convention center, and ultimately the Switchyard on the south. Commercial hubs dot the trail and include food service, hotels, groceries, a post office location, and many other types of businesses and employers. The Trades District is a growing employment center, with mixed use

development in process and a recent \$16.1 million grant to develop town and gown connections around this corridor.

The B-line Trail will eventually connect to the Monon South, a trail that will run through the Indiana Uplands. This type of accessible recreation is a driver for both events and workforce attraction for Bloomington and the County.

Additionally, the City has invested more than \$17 million in Hopewell East – Blocks 1, 2, and 3 of the map on page 3, to fund the demolition of existing buildings, on-site environmental studies, stormwater detention, and improved roadways and green space. Additional dollars supported by the City's TIF and READI funds may be available for site planning and infrastructure improvements to Hopewell South, further detailed below.



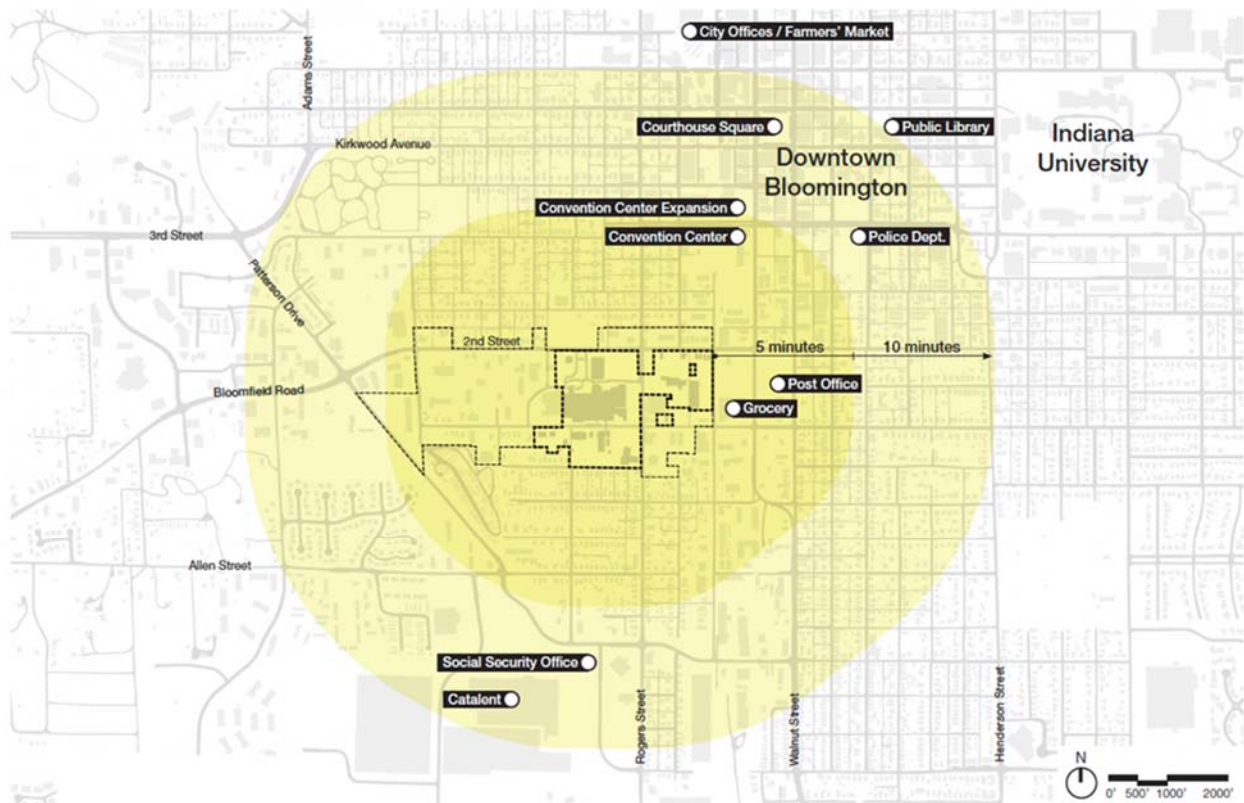
The B-Line Trail provides residents and visitors a way to travel without the use of a vehicle, while creating a walkable path for recreation.



The trail passes directly through Switchyard Park, providing a direct link to downtown Bloomington.

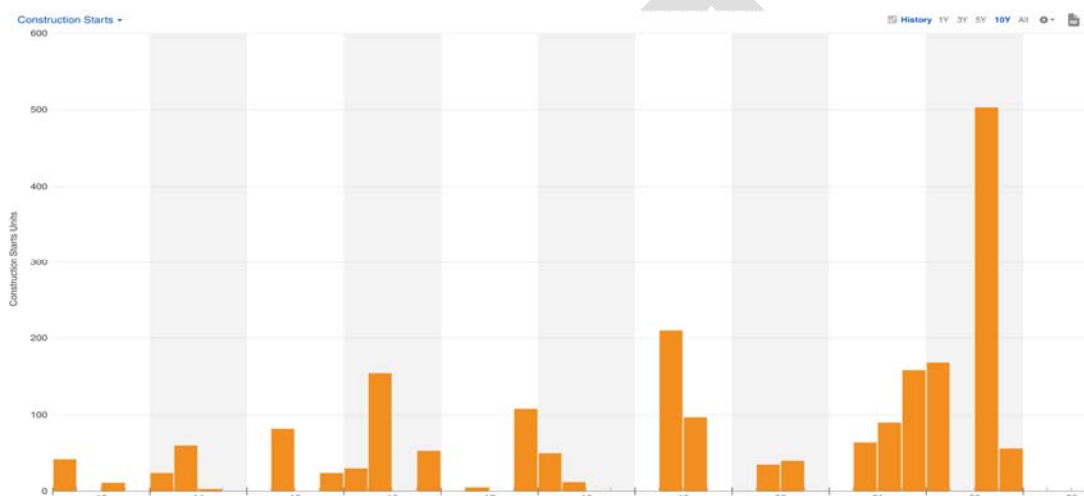
Private Investments

Private investment has also fueled new construction, particularly in and around downtown, responding to Bloomington's desirability and growing innovation economy. For example, the City has catalyzed recent growth of the Bloomington Trades District—Bloomington's Certified Technology Park and home to innovation-based start-ups and growth companies. The Trades District features The Mill, which launched in 2018 as a nonprofit center for entrepreneurship and coworking and has since been instrumental in Bloomington's growth as an innovation hub. Several properties are in development including the Forge (a tech commercialization center supported in part by the Economic Development Administration) and the Kiln (private redevelopment of an historic building by graduate companies of the Mill and featuring some retail space) will both open in the fall of 2024. A hotel developer has signed an LOI on two lots in the Trades District for a 150-bed boutique hotel. The Trades District is .8 miles from Hopewell via the B-Line Trail.



HOUSING IN BLOOMINGTON

The housing sector has also seen robust growth as the city continues to attract new residents, including over 5,600 total housing units built or approved between 2016 and 2022, totaling over 11,000 bedrooms². As of September 2023, over 550 units were under construction.³ Annual rent growth also remains steady, averaging 3.5% annually since 2018. Notably, most of the new multifamily rental housing is designed for and marketed towards the IU student population. Therefore, a gap remains at all levels of affordability and ownership, as indicated in ROI's Monroe County [study](#).

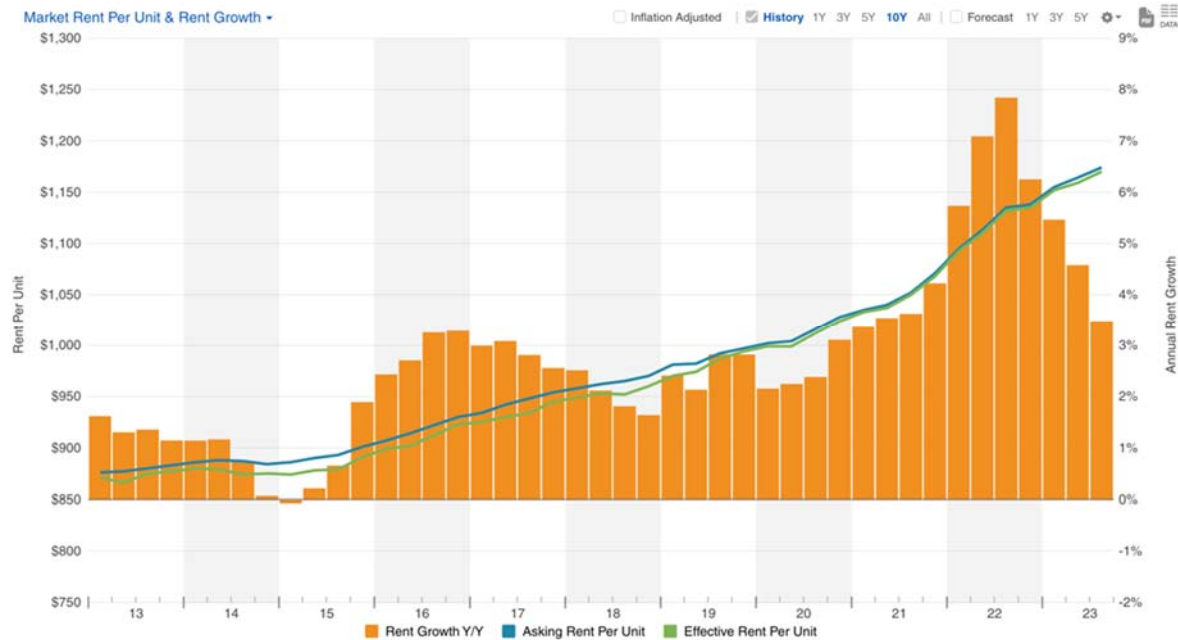


Multifamily Units Construction Starts within City of Bloomington, 2013-2023. Source: CoStar, September 2023

BLOOMINGTON MULTIFAMILY 2013-2023	
City of Bloomington	All MF Units
Asking rent average annual increase, since 2018	3.5%
Asking rent per unit, 2023	\$1,160
Asking rent per unit, 2023 - for units built since 2018	\$1,342
Average vacancy since 2018	3.5%

² City of Bloomington Planning & Transportation

³ CoStar September 2023



Market Rent Per Unit and Rent Growth, Multifamily Units within City of Bloomington, 2013–2023. Source: CoStar, September 2023.

Recent multifamily developments in the Hopewell vicinity include:



250 S Washington St / CitySide by Alexa: 78-unit multifamily development opened in 2018



B-Line Heights: 34 unit-affordable housing multifamily development, opened in 2019



318 E 3rd St: 35-unit multifamily development opened in 2021



229 S Grant St / The Annex of Bloomington: 102-unit multifamily development with 16 units of workforce housing

Supply & Demand

Lingering impacts of the COVID-19 pandemic drive a demand that has outpaced the growth of housing development locally, causing prices to rise out of reach for lower income families. The City's [2020–24 Consolidated Plan](#) points to the need for missing middle housing: *"...these households are forced to occupy lower quality housing that would traditionally be available for low-income households or become cost burdened in upper income housing. Due to land scarcity, there is a need for increased density to increase the supply of housing. This will require multi-family housing and smaller lots for single-family housing."*

The Regional Opportunity Initiatives (ROI) produced a [housing study](#) for the 11-county Indiana Uplands region, including Monroe County. The high-level overview of Monroe County and Bloomington provided general guidance to community leaders on housing issues and strategies. According to this housing study (linked below), the purchase price point for homes constructed in this development ideally should be less than \$250,000.

The ROI Spring 2024 housing update compares the number of households within a specific income range related to the number of units that would be deemed affordable for each household. *As shown below, the report indicates a meaningful gap in supply at the lower end of the income range as well as in the middle-income workforce bands.*

FIGURE H.22: Housing Affordability Analysis

Income Range	# HHs* in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
\$0-24,999	381	>\$60,000	66	\$0-499	188	254	-127
\$25,000-49,999	562	\$60,000-124,999	362	\$500-999	223	585	23
\$50,000-74,999	492	\$125,000-199,999	1,161	\$1,000-1,499	18	1,179	687
\$75-99,999	624	\$200,000-249,999	376	\$1,500-1,999	0	376	-248
\$100-149,999	530	\$250,000-399,999	328	\$2,000-2,999	0	328	-202
\$150,000+	170	\$400,000+	37	\$3000+	0	37	-133

* HH = Households

Source: 2021 American Community Survey (5-Year Estimates)

Source: Addendum 2.H Monroe County, Regional Opportunity Initiatives, 2024.

In addition to the City's Comprehensive Master Plan⁴, the Bloomington Hospital Redevelopment Master Plan⁵ (by SOM), and the 2024 update to the [ROI Monroe County Housing Study](#), a 2020 city [housing study](#) also lays out a number of efforts to increase housing options in Bloomington and Monroe County. The Bloomington Hospital Redevelopment Master Plan excerpt and links to the full plan are below.

⁴ Bloomington Comprehensive Plan: <https://bloomington.in.gov/planning/comprehensive-plan>

⁵ Bloomington Hospital Redevelopment Master Plan https://bloomingtonhospitalsite.com/wp-content/uploads/2021/01/2021.01.13_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf

ABOUT THE HOPEWELL NEIGHBORHOOD

Background

The Hopewell site served as home to Bloomington Hospital, a landmark in the community for over a century. The Hopewell Neighborhood will continue that legacy by modeling high-quality, inclusive, sustainable housing that supports Bloomington's ongoing transformation—a great new neighborhood for the 21st century that serves as a magnet for all Bloomington residents, not just those who live in Hopewell.

Site History

In 1905, Bloomington's Local Council of Women bought the 10-room red brick house that would become our community's first hospital. The house had previously belonged to a local man named Isaac Hopewell. The property came to be known by his name, linking "Hopewell" to the site for generations to come. The Local Council of Women turned the structure into a much-needed local hospital, which they supported with canned goods, garden produce, and fundraisers – even raising chickens to help feed patients! Hopewell House served as part of Bloomington's hospital for nearly six decades, eventually being razed in the summer of 1963. The beautiful legacy of Hopewell House – residents taking action to care for each other – continues to inspire the many individuals working to ensure that this new neighborhood in the heart of Bloomington remains a place of compassion, good health, and perpetual optimism.

In May 2018, Indiana University Health (IU Health) agreed to sell the 24-acre Bloomington Hospital site to the City. IU Health relocated to a new hospital facility in late 2021. As of December 2023, IU Health had conveyed all the property to the Bloomington Redevelopment Commission.



Neighborhood Context

Located a half mile southwest of Bloomington's downtown Courthouse Square, the Hopewell Site is an essential node along the city's 3.1-mile B-Line Trail, a spine that runs north-south through Bloomington and connects on the south to further residential and parks areas. The B-line connects to essential community assets: the Trades District and the Convention Center to the north and Switchyard Park to the south, as well as one major and two small grocery stores. Along with the Downtown Courthouse Square and the short link to IU's historic campus, they together form a set of critical development centers shaping the future of Bloomington.

Hopewell is easily walkable and bikeable to Bloomington's major employment centers: Downtown Bloomington, Indiana University, and Catalent Pharmaceuticals. Bloomington Transit is currently studying connecting the site to Bloomington Transit's east-west Bus Rapid Transit Line—the [Green Line](#)—which would connect Bloomington's east-side commercial district to its west side employment zone (including campuses of Cook Group and Ivy Tech) and will have a stop on 2nd Street immediately adjacent to Hopewell. While it is still in the initial planning stages, the Green Line would make it possible to traverse the entire east-west span of Bloomington in 30 minutes by bus when it is constructed and implemented.

The site abuts the established neighborhoods of McDoel Gardens and Prospect Hill, offering an opportunity to link the neighborhoods together via Building & Trades Park, which is currently undergoing a master planning process. Connectivity on the north side of Hopewell will be further enhanced by the renovation of the 427-spot Hopewell Garage.

Hopewell is well-served by green space, including Building Trades Park, B-Line Trail, and Switchyard Park, as well as Hopewell Commons, a flexible urban green space in Blocks 1-2-3 that is currently under construction and will be managed by the City.

Hopewell is bounded roughly by West 2nd Street to the north, West Wylie Street to the south, the B-Line Trail to the east, and South Walker Street to the west.



Duplex homes located in the Prospect Hill Neighborhood proximate to Hopewell

BLOCKS 9 AND 10 GOALS & OBJECTIVES



The City of Bloomington's Comprehensive Master Plan embraces goals and policies consonant with the ROI Housing Study:

Goal 5.1 Housing Affordability: Improve access to affordable housing for a continuum of needs in Bloomington, including people experiencing homelessness, low-income, and moderate-income households. Strive for permanent affordability in rental and owner-occupied housing options, with policies that recognize differences among the needs of extremely low-income households.

Policy 5.1.1: Expand and sustain housing programs designed to serve the long-term affordability needs of moderate-income, low-income, and extremely low-

income households, to achieve an income diverse and inclusive city.

Policy 5.1.2: Establish affordable housing in locations with proximity to schools, employment centers, transit, recreational opportunities, and other community resources to increase access.

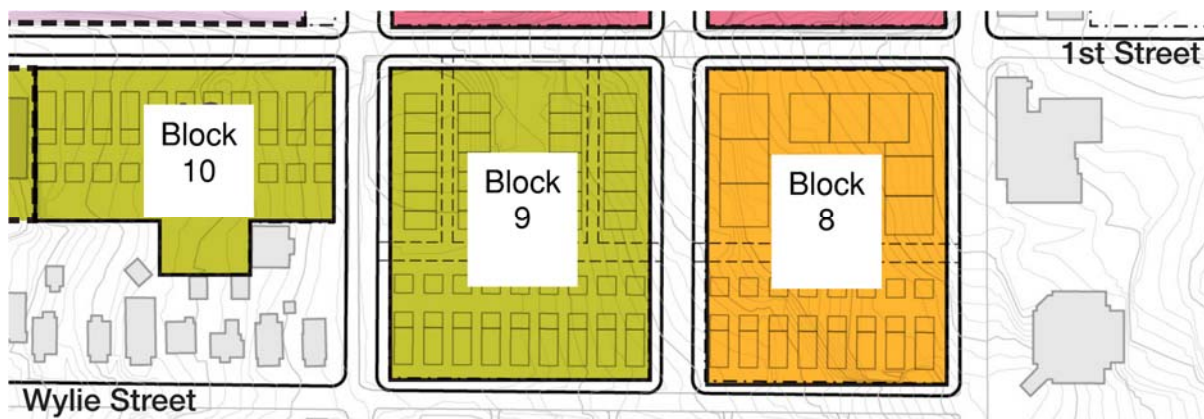
Policy 5.1.3: Encourage a wide range of housing types to provide a more diverse mix of housing opportunities and household income levels, preferably within neighborhoods and multi-family housing developments.

The City of Bloomington seeks knowledgeable, financially sound, and experienced housing developers to create a residential development with options for low to moderate income households. Targets for each block are shown in the table below and long-term affordability is desired.

Income Category Definition & Income Level	Affordable Below 80% AMI	Workforce 80%-120% AMI	Market Rate Greater than 120% AMI	Home Ownership Goal
Block 10	20%	as much as possible	not defined	100%
Block 9	20%	as much as possible	not defined	100% home ownership for single family and townhomes

This 3.6-acre area (Blocks 9 and 10) is the first redevelopment area within the whole 24-acre Hopewell Neighborhood, envisioned with a variety of housing types at price points available to individuals and families.

Development of the Project Site must include high quality design, materials, and construction. The architecture must be compatible with the character of the larger community. The project should use environmentally friendly and sustainable principles in design and construction. A sustainability goal of no less than LEED Silver for the most recent applicable LEED standard is strongly encouraged. The development must comply with the standards for architecture, materials, and construction defined in the UDO as currently zoned. Fully electric developments will be given preferential scoring.



Neighborhood Placemaking Goals:

- a. Promote pedestrian friendly streets and secondary paths for connectivity to adjacent neighborhoods and public amenities.
- b. Promote traditional neighborhood housing patterns along street frontage and secondary pathways.
- c. Support private and common public spaces for gardening, play and social life.

HOPEWELL SITE STRATEGY

Since acquiring the site, the City has invested significant resources to continue engaging neighborhood and stakeholder groups on the site's future redevelopment, including conducting a Master Plan⁶ process, led by the planning and design firm SOM, and a market study for the site, and commencing development of the Hopewell Commons, which will open in fall 2024.

Increasing housing supply in general, and affordable housing and home ownership opportunities in particular, is a key driver of the site vision. For the 850–1,000 housing units anticipated across the site, the City is targeting a *minimum* of 20% affordable units, including units at or below 80% of Area Median Income (AMI) and workforce housing units at 80%–120% of AMI.

In service of this goal, the first development on site, already under development and outside the scope of this public offering, is the adaptive reuse of the original hospital building into the Kohr Community Flats, which will feature 38 affordable units, nine of which will be permanent supportive housing.

⁶ Bloomington Hospital Redevelopment Master Plan https://bloomingtonhospitalsite.com/wp-content/uploads/2021/01/2021.01.13_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf.



Master Plan and Offer Timeline

Based on the Master Plan, the City has established three key phases of development, envisioned as:

1. *Blocks 9 and 10 (Hopewell South):* Mixed-unit types, lower-density residential units that transition from McDoel Gardens densities and typologies to denser areas of Hopewell. This will include townhomes and single-family cottages. The City would prefer home ownership models for Blocks 9 and 10 but will consider rental models as well. This offering will be released in September 2024.

2. *Block 8 (Hopewell South)*: The City is prioritizing adaptive reuse of 714 S. Rogers St. and is currently exploring redevelopment opportunities outside of this public offering.
3. *Blocks 1, 2, & 3 (Hopewell East)*: Mid-rise apartments with retail and other amenities for an active ground floor. The City would prefer home ownership models for Blocks 1, 2, and 3 but will consider rental models as well. The City anticipates publishing the offering packet for Blocks 1, 2, and 3 in November of 2024 and responses will be due in January 2025.
4. *Blocks 4, 5, 6, & 7 (Hopewell West)*: Mix of unit types including multifamily. May also include a mix of owner-occupied and rental housing. The City is targeting release of the offering packet for Hopewell West in the first quarter of 2025.



Existing buildings:

Hopewell South

- No buildings remain on Blocks 9 and 10. More detail on the site can be found under Site Preparation on page 23.
- Block 8 retains 714 S Rogers St., a 59,000 SF former convalescent center built in 1973. Although this building is part of Hopewell South, given that this building is prioritized for adaptive reuse, it is on a separate development trajectory. Parcels will be subdivided through the platting process based on submissions received and as development occurs.

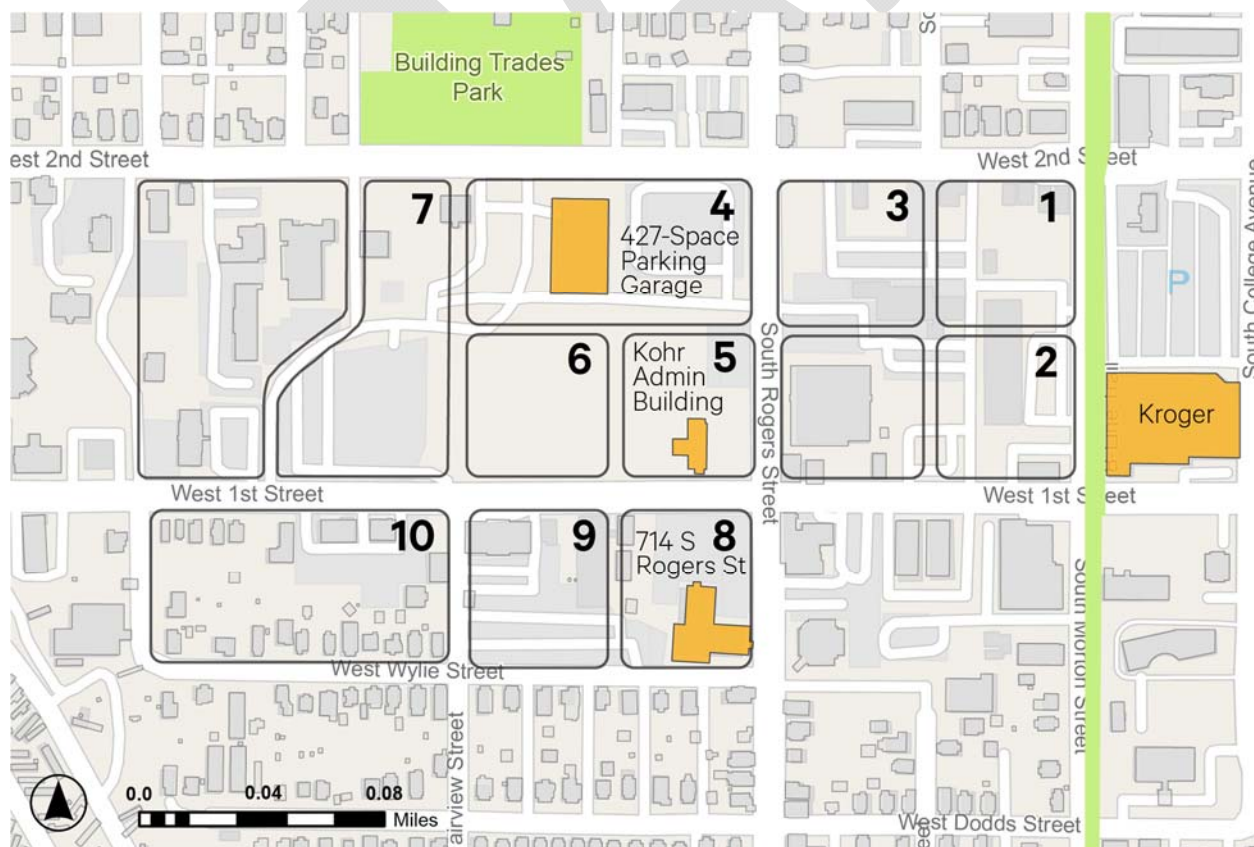
Hopewell West

- The 427-space parking garage on Block 4 will remain. The garage will be operated by the City and prioritized for use by Hopewell East and West. Limited parking spaces will be available at published City rates. Garage updates will include EV charging stations, additional ADA spaces, covered bike parking, and state-of-the-art smart parking technology.
- The historic Kohr Administration Building on Block 5 will also remain and will be renovated for affordable housing as a 9% LIHTC project. It will yield 38 units, 8 of which will be for permanent supportive housing.
- All other buildings on the site owned by the City of Bloomington Redevelopment Commission have been demolished.

Hopewell East

- Adjacent to Block 2 to the south is a privately-owned .54-acre lot with a 6,120 SF office building for sale. The parcel numbers available are 53-08-04-200-225.000-009, 53-08-05-100-109.000-009, and 53-08-05-100-172.000-009. This commercial property is not part of this offering, but it is available for purchase from the owner.

Please refer to the Bloomington Hospital Redevelopment Master Plan report for more details on the overall Hopewell neighborhood vision and strategy.



Parcels			On-Parcel Greenspace		Residential Units	Total GFA
	SF	AC	SF	AC	#	SF
1	85,872	2.0	32,244	0.7	70-110	126,000
2	50,636	1.2	8,248	0.2	60-90	98,000
3	93,874	2.2	26,890	0.6	80-130	205,000
4	189,124	4.3	48,235	1.1	180-270	336,000
5	78,164	1.8	40,540	0.9	50-70*	95,000
6	85,462	2.0	24,449	0.6	40-60	120,000
7	46,073	1.1	15,094	0.3	20-40	70,000
8	88,168	2.0	20,358	0.5	40-50	90,000
9	94,211	2.2	22,639	0.5	30-40	90,000
10	59,362	1.4	8,407	0.2	10-12	39,000
A	14,097	0.3	0.0	0.0		
B	11,090	0.3	0.0	0.0		
C	10,951	0.3	10,951	0.3		
	907,083		258,056			
Total		21		6	580-940	1,269,000

Zoning

School District. The neighborhood is zoned for Templeton Elementary, Jackson Creek Middle School, and Bloomington High School South.

Transform Redevelopment Overlay. The City approved the Transform Redevelopment Overlay (TRO) zoning district to promote the desired development, including, for example, removing minimum side yard requirements and parking minimums. See Section 5: Development Requirements for more detail on the TRO requirements and allowances, and the full TRO requirements in the City's Unified Development Ordinance (UDO) at <https://bloomington.in.gov/planning/udo>.

Blocks 9 and 10 are zoned R4 which is consistent with the Bloomington Hospital Redevelopment Master Plan and are not part of the Overlay. Responding firms are encouraged to contact the City of Bloomington Department of Planning & Transportation with questions relating to the development standards.

Unified Development Ordinance. Additionally, the City has recently updated Title 20 of the Bloomington Municipal Code, also known as the Unified Development Ordinance (UDO). The UDO can be found at https://bloomington.in.gov/sites/default/files/2022-06/Final_UDO_June_2022_0.pdf.

Site Preparation

The City has undertaken extensive work to ensure the Hopewell site is well-positioned for redevelopment.

Per the land transfer agreement between the City and IU Health, IU Health cleared and remediated a portion of the site, including the main hospital building and the area bound by 2nd, Rogers, 1st, and Fairview Streets. Moreover, the City is investing over **\$30 million** directly in planning and infrastructure for the redevelopment effort, supported by Bloomington's consolidated TIF and READI funds. Across the Hopewell site, the City has completed the following:

- [Comprehensive housing market study](#) for the City of Bloomington
- [Bloomington Hospital Reuse Master Plan](#) (led by the planning and design firm SOM), shaped by regular public and stakeholder consultation
- Land control (secured)
- [Phase I and II Environmental Studies](#)
- Rezoning process
- [Transform Redevelopment Overlay District](#) designation
- Prioritized planning review meetings for this RFI

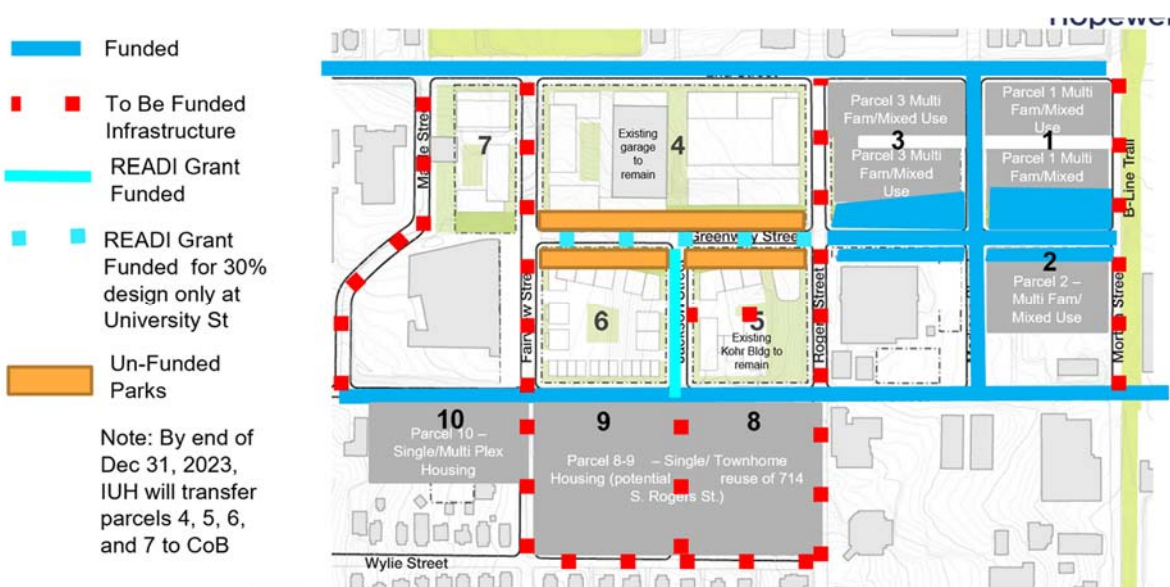
The City is also currently pursuing or planning:

- [1st Street Reconstruction Project](#) (at north side of Blocks 8-9-10) - The project will install UDO compliant sidewalks, lighting, new water and storm sewer lines, and tree plots along both sides of West 1st Street in the project area. Rogers Street will be widened and a new water main is being installed along with sidewalk, street tree, bike lane improvements. Construction began in May of 2024 and will continue until Q1 of 2025.
- The City has demolished the structures to clear the way for development on Blocks 9 and 10.

Additionally, The City has completed substantial site preparation and infrastructure work on Blocks 1, 2, and 3, totaling over \$17 million of public investment in these blocks alone. This is a significant investment that the City chose to make in these specific blocks, due to the opportunity and value they represent. The investments include:

- Demolition of existing structures (completed)
- Phase I and II Environmental Studies (completed)
- Underground stormwater detention (construction in progress with targeted completion Fall 2024)
- New roads (in progress)
- New greenway (in progress)

The improvement of extant red “To Be Funded” roads in the graphic below are the responsibility of the developer, per the UDO and Transportation Plan. If the developer chooses to build non-extant roads, those would also be the developer’s responsibility to fund. Rogers Street between 1st and Wylie Streets; Wylie Street; and Fairview Street adjacent to the Hopewell South site will require improvements per the Transportation Plan. See Developer Incentives section below.



Parking

Note that the TRO implemented by the City removes parking minimums at this site. Additionally, the existing 427-space parking garage on Block 4 will remain and be operated by the City. While this garage is not intended to address all parking needs of the entire Hopewell development, it is available as an option to help support development parking needs. The garage will be prioritized to primarily serve Hopewell East and West, but limited spaces will be available for lease at prevailing market rates to residents across the Hopewell housing units as well as retail uses at Hopewell. Proposals for Blocks 9 and 10 should leverage available self-parking options through on-site surface spaces and street parking. The City would also consider sub-terranean parking under the first floor of any proposed townhomes. All proposals should specifically identify whether their plans include use of this garage and how many spaces are proposed to be leased.

DEVELOPER INCENTIVES

Bloomington: A CDFI-Friendly Community

CDFI Friendly Bloomington (CFB), a 501(c)(3) nonprofit, was formed in 2018 to attract Community Development Financial Institution (CDFI) investments to Bloomington and has assembled \$4.25 million in financing to supplement outside CDFI investment (which has totaled \$24 million in the past three years). The City encourages developers to consider leveraging CDFI investments, and CFB may participate as a co-investor in housing projects such as this one.

Use of City Incentives

The City of Bloomington can discuss financial and non-financial incentives with those considering proposal submissions commensurate with a public benefit. Developers should outline potential needs for gap financing. Financial planning for potential development should consider traditional housing incentives such as tax credits, federal funds, abatements, and City of Bloomington Unified Development Ordinance (UDO) incentives. The City of Bloomington also has a locally funded [Housing Development Fund](#) available for affordable housing grants and loans.

Should developers demonstrate through a but-for test (“but for the use of public gap-financing, private development on Blocks 9 and 10 would not be financially supportable”) their need for public financing, the City can also consider the use of TIF funds to support on-site infrastructure improvements.

Infrastructure Incentives

The City of Bloomington recognizes the significant challenges that can come with installing new infrastructure around a development. The City will consider requests for incentives for entire proposals rather than for individual components. Infrastructure designs must comply with standards set by the Bloomington Unified Development Ordinance and the City’s Engineer.



NOTICE OF REAL ESTATE FOR SALE

Notice is hereby given that on **November 1, 2024, at 12:00 p.m. (noon) local time (EDT)**, the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Suite 135, Bloomington, Indiana—open and consider all offers for the purchase of certain real estate within Hopewell, described in more detail below (the “Property”). **Interested developers should submit a Letter of Intent to Respond no later than September 30, 2024.**

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The offer should meet the conditions set forth below.

Property Descriptions and Information

The Property generally consists of a 3.6-acre area, located at 607–723 W. 1st Street, within the whole 24-acre Hopewell Neighborhood.

- A. The Property specifically consists of the following parcels, identified by the following Blocks and corresponding Parcel Numbers:
- **Block 9** (approximately 2.2 acres) located south of 1st Street between S. Fairview and S. Jackson Streets.
 - Parcel #53-08-05-100-014.000-009 (currently combined with Block 8)
 - **Block 10** (approximately 1.4 acres) located at the corner of W. 1st and S. Fairview Streets.
 - Parcel #53-08-05-402-115.000-009
 - Parcel #53-08-05-100-028.000-009
- B. The minimum offering price for purchase of the Property is \$2,112,380 in the aggregate. Offers for individual parcels or blocks may be considered with the following minimum offering prices: Block 9: \$1,448,350; and Block 10: \$664,030. The property is sold as is. The Redevelopment Commission will accept all offers that otherwise comply with the requirements of this Offering. Bidders may submit offers for any lot, parcel or block; any portion(s) of a lot, parcel, or block; or any combination thereof.
- C. A map of the Property can be found in the Offering Packet.

- D. Blocks 9 and 10 are zoned R4 which is consistent with the Bloomington Hospital Redevelopment Master Plan and are not part of the Overlay District, which applies to Block 8 and the remaining Hopewell development.

Offering Packet and Bid Deadline

The Offering Packet includes:

- * This Notice of Offering,
- * Instructions to Bidders, and
- * Submittal Requirements.

Maps and the plats of the parcels are available for inspection. Please contact the City's Legal Department for more information at legal@bloomington.in.gov or by calling (812) 349-3426.

Bidders and developers that intend to submit an offer must submit a Letter of Intent to Respond to Jane Kupersmith at jane.kupersmith@bloomington.in.gov by no later than Monday, September 30, 2024.

All offers must be filed with the City of Bloomington Economic and Sustainable Development Department **no later than 12:00 p.m. (Noon) EDT on November 1, 2024**, and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date and time may not be considered. Responses may be emailed before said deadline to Jane Kupersmith at jane.kupersmith@bloomington.in.gov.

Development Standards and Limitations

1. The Redevelopment Commission is specifically interested in developers who will use the Property in a way that supports the development of Hopewell in accordance with the Hopewell Master plan, which can be found at <https://bloomington.in.gov/hopewell>.
2. Neighborhood Placemaking Goals:
 - a. Promote pedestrian friendly streets and secondary paths for connectivity to adjacent neighborhoods and public amenities.
 - b. Promote traditional neighborhood housing patterns along street frontage and secondary pathways.
 - c. Support private and common public spaces for gardening, play and social life.
3. Housing Goals:
 - a. Contribute to increasing housing product variety and options available to a wide range of multi-generational and multi-income residents including workforce and young professionals, families and singles, elder and senior citizens.

- b. Provide a variety of home ownership and rental options from single family residences, townhomes, condominiums, tiny homes, auxiliary rental dwelling units, apartments, and supportive rental units.
 - c. Housing market shall target affordable (<80%AMI), workforce (80%-120% AMI) and market rate income levels.
 - d. Student housing is explicitly not of interest to the RDC for this project.
 - e. Promote environmentally sustainable housing elements and opportunities.
 - f. Provide accessible housing features.
- 3. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
 - 4. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Selection

The RDC reserves the right to reject any or all offers. Offers may consist of consideration in the form of cash, other property, or a combination of cash and other property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value.

In determining the best offer, the RDC shall take into account the price; timing of the transaction and redevelopment of the property; sources of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Hopewell Neighborhood; sustainable development measures; preference for all-electric development; any other considerations; and any other statutory criteria in Indiana Code § 36-7-14-22.

Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC for the Property, which shall address all easements related to the Project; restrictive covenants on use, affordability, and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before forty-five (45) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

Requirements of Bidders

The successful bidder must demonstrate that they have the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property.

All submissions to this Notice of Offering must be received by no later than **12:00 p.m. (Noon) EDT on November 1, 2024.**

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated September 17, 2024

BLOOMINGTON REDEVELOPMENT COMMISSION

INSTRUCTIONS TO BIDDERS

1. General: In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission ("RDC") is offering the properties described in Offering Sheet and Request for Proposals (the "Property") for sale.

- a. The RDC will ensure that the disposal of the Property is duly advertised in *The Hoosier-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
- b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within forty-five (45) days of the acceptance of the bids. The Project Agreement shall set forth the nature of the development of the Property.
- c. A bid submitted by a trust (as defined in Indiana Code 30-4-1-1 (a)) must identify each beneficiary of the trust and settler empowered to modify the trust.

2. Offering Packet: The offering packet contains the RDC's Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. Interested persons may obtain the Offering Packet in person from the Legal Department, 401 N. Morton Street, Suite 220, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5 :00 p.m. weekdays, or by requesting an electronic copy. Please direct questions about receiving packets to Heather Lacy (812) 349-3426 or by email at heather.lacy@bloomington.in.gov.

3. Electronic Submittal: Bids must be submitted electronically via email as provided herein and received **by 12:00 p.m. EDT on November 1, 2024**. Bids shall be emailed to Jane Kupersmith at jane.kupersmith@bloomington.in.gov and must be received before **12:00 p.m. EDT on November 1, 2024**. The Subject Line of the email transmittal should be the "Hopewell Lots 9 and 10 Public Offering Proposal." The message body shall contain the company or individual's name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10MB. Submissions received in any other format not listed above may be rejected. The Redevelopment Commission and the City of Bloomington are not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The Redevelopment Commission and the City of Bloomington are not responsible for equipment or software failure that may cause delay or non-delivery.

At 12:00 p.m. (noon) EDT on November 1, 2024, the RDC will publicly open and consider all offers at a public meeting. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. Form of Offer: Every offer must be made in the form of a letter of intent which must include purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Hopewell Project. Bidders should comply with Section 6. of the Offering Packet, Submission Requirements.

5. Explanations: If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Larry Allen, City Attorney, at allenl@bloomington.in.gov by noon EDT on July 25, 2024.

6. Withdrawal of Offer: No offer will be allowed to be withdrawn after bid opening.

7. Rejection or Acceptance of Offers: The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.

8. Purchase Price and Other Terms: Within a period of thirty (30) days after the opening of the offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana law (Indiana Code 36-7-14-22). Said purchase price may be in the form of cash. After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In determining the best offer, the RDC shall take into account all considerations, including: price; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process, Indiana University, local service providers, Westgate/Crane and other key regional stakeholders ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's plans for the Hopewell Project, including intended use; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. Development Standards and Limitations: Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can ensure compliance with the Development

Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.

10. Development Plan: Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings, and other material that indicate how the proposed redevelopment will serve the interests of the community, and the Hopewell Project goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.

11. Transfer of Title and Possession: Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty.

12. Submittal Requirements: Submitters may choose to submit on Block 9 or 10 individually or combined but must submit a proposal for at least an entire block. No priority is given to combined or individual blocks.

All responses, including any supporting documents, shall be submitted electronically to Jane Kupersmith, Director of Economic and Sustainable Development at jane.kupersmith@bloomington.in.gov by the specified deadline. If the respondent consists of a team of several entities, an authorized representative of each entity shall be identified in the application materials.

Bids that are not received by the specified deadline may not be accepted. Please restrict proposals to no more than 25 pages total. Front cover and the Statement of Interest Letter are not included in the 25-page count. Proposals exceeding this maximum for the base proposal may not be reviewed. Additionally, documents included in Appendix I and II will not be counted in the 25-page count maximum. Recommended 25-page count is below:

	Pages
Statement of Interest (Letter)	
Developer Quals and References	2
Development Project Experience	5
Specific Experience: (Land Trust, Density)	1
Capacity (financial) + appendix	1
Project Description with parameters	6
Deliverables: Plans	6
Schedule and Use of Local Vendors	1
Pricing and Payment	1
Financial Terms/Assumptions + appendix	2
	25

All questions regarding the offering should be addressed in writing and submitted by e-mail to Jane Kupersmith at jane.kupersmith@bloomington.in.gov. Please limit e-mail submissions to contain no more than two attachments or send a link with access to all proposal documents.

Bids shall reference the specific blocks being submitted, have “Hopewell Offer for Blocks <insert block number(s) included in proposal>” in the subject line, and the name and address of the submitting organization(s) must be included in the body of the e-mail. The City will not provide any pre-selection information concerning the status of proposals other than the acknowledgment that they were received.

All submissions must include the following:

- a. **Statement of Interest:** Provide a statement of the proposer’s interest in the development of the project, highlights of the proposer’s qualifications, and a summary of the proposer’s understanding of the objectives of the RFI (one page max).
- b. **Developer Qualifications and References:** Provide a written narrative describing your company, its history and ownership. Include a description of the project team, an organizational chart describing the entities and key personnel on the proposer’s team, and CVs for lead personnel (two page max).

Provide three (3) client references with contact information.

- c. **Development Project Experience:** Describe whether the development team has successfully completed and/or operated a similar type of project or a project of similar scope and size, particularly highlighting any experience with constructing affordable housing, sustainability, partnership with community nonprofits, and urban infill development. Provide up to five (5) examples that demonstrate successful affordable housing projects in urban environments. Provide at least two (2) examples of mixed single and multi-family development projects, as available. Please include the following information for each past project example:

- i. Location, photographs and/or renderings;
- ii. Identify the number of units, the mix of units, the unit sizes, and number of square feet;
- iii. Identify building materials used, and price points of individual homes and/or units;
- iv. Present the total development cost; identify the amount of debt and the amount of equity used to finance the project;
- v. Identify the key development team members. If any team members are different <https://www.cumuonline.org/cumu-annual-conference/agenda/> from the team being proposed for this project, provide an explanation of why the new team member(s) were selected;
- vi. Identify any community uses incorporated into the project, or other benefits to the community at large or the specific neighborhood, which were part of or resulted from the project; and
- vii. Identify any public subsidy received in the development of the project.

d. Specific Experience Relating to:

- i. Land Trust: Detail any experience with a development meant for a Community Land Trust (CLT). A CLT ensures permanent affordability through long- term ownership of the property by a government or non-profit entity and the sale of the structure to an eligible homeowner. Subsequent sales of the structure are subject to affordability terms dictated by the CLT entity. The City of Bloomington, in conjunction with Summit Hill Community Development Corporation, is in the process of forming a Community Land Trust (CLT) to identify potential development projects.
- ii. Density: Describe experience with similarly sized developments relating to maximizing density. If no relevant experience, respondent shall provide a proposal for the maximization for development density. Examples should include options for duplexes, triplexes, fourplexes, and townhomes.
- iii. Property Management Experience: Provide a list of apartments or other relevant projects that the Developer currently manages. Include the project location, number of units, number of affordable units, number of years under the Developer's management, name and address of the property owner and current vacancy rates

- e. **Capacity:** Provide corporate financial statements, letters of credit and/or other evidence that demonstrates your company's financial strength and capacity to participate in this initiative. Limit description to one page and also include supporting documentation in the Appendix.
- f. **Project Description:** Provide a narrative description of the general development concept proposed for the selected Project Site, addressing the details noted in the Project Goals and Objectives and Site Information Sections of this RFI, such as target clientele, financing plan, etc. Describe how the proposed concept addresses the objectives listed in this RFI. Preliminary site plans are required. Renderings or graphic portrayals of the proposed project may also be submitted as noted in Section 7 Instructions to Bidders.

Proposed Developments must outline how the proposal meets the following Development Parameters:

- a. **Affordability:** Targeted minimum affordability goals are outlined within this RFI; however, any increases in the amount of affordability or workforce housing are encouraged. Income levels are defined using the income limits provided by the City of Bloomington Department of Housing and Neighborhood Development (HAND) as published annually by the U.S. Department of Housing and Urban Development found [here](#).
- b. **Length of Affordability Term:** The City of Bloomington's preference is that any homes affordable to individuals and/or families earning 120% AMI or less remain affordable for a term of at least 99 years. If an alliance with a partner to manage long-term affordability is desired, one option is a local nonprofit, Summit Hill, that operates a land trust. Please specify in your proposal a length and model of affordability and explain if it would be less than 99 years.
- c. **Targeted Homeowner Population:** Bids shall describe how the development will be marketed to and include diverse populations, which may include any of the following: general households/families (i.e., units not subject to age restrictions), seniors, people with disabilities, those experiencing homelessness and/or any other groups with special needs. Proposals shall note if any number of the units will be specifically designed and/or reserved for any type of residents with special needs.
- d. **Sustainability:** The City of Bloomington recognizes sustainability as a key component of nurturing Bloomington's long-term environmental, economic and social integrity. Developers should incorporate sustainability into the planning, design, construction, operation and maintenance of the proposed project, in conjunction with US Green Building Council's most recent

LEED standards. Developers are strongly encouraged to meet minimum prerequisite requirements as listed in the applicable LEED scorecard and responses should highlight additional credits that will be integrated into the proposed project. Proposals must also include a concise summary of the Developer's sustainable development policies and commitments, as well as specific identification of proposed sustainability level, intended strategies, and the proposer's experience in successfully achieving this on other projects. Including examples of several relevant projects that demonstrate the Developer's commitment to sustainability would be beneficial.

- e. **Design Excellence:** The Bloomington community is a place of beauty and excellent design. Hopewell should be an inspiring neighborhood of excellent design and public and private amenities. It is situated between two established neighborhoods, Prospect Hill to the north and McDoel Gardens to the south and presents a decisive opportunity to foster the next generation of a high quality designed and sustainable neighborhood, with housing opportunities for every income and stage of life. For this proposal, please identify the proposed construction type and all proposed exterior materials anticipated with percentages of use included.
- f. **UDO and Overlay Compliance:** Affirm that proposed bids do and will meet all UDO and Overlay requirements. If any variances or deviations will be sought, please identify within this proposal.
- g. **Plans:** Prospective developers should provide a proposed site plan with conceptual subdivision, housing types, and unit counts. Prospective developers should also provide information on how housing design would be approached. Ideally, respondents would submit between two and four sets of similar unit plans and representative renderings of your similar work. This may include sample plans or images from other developments, so long as they are applicable to the standards below. Given the range of density and types, please provide specific examples for each housing type.

Plans submitted should consider, and be compatible with, the physical and design context of the existing neighborhood housing stock.
- h. **Estimated Project Schedule (Milestones) and Use of Local and Diverse Vendors and Subcontractors:** Submitters shall provide a detailed project development schedule through completion that contains time and performance benchmarks. Include all phases of the project, including acquisition, design, construction, approvals/permitting/entitlement process, marketing, and resident selection. Indicate your normal construction timelines for each housing type proposed, from permitting to Certificate of Occupancy,

what your production capacity is (i.e., how many buildings can you have under construction at one time), and how your normal build time would be impacted if you had multiple homes underway simultaneously.

Proposals should provide information on how local and diverse vendors and subcontractors could be utilized for this development, as well as how information on the proposed project can be disseminated to the local community.

- i. **Pricing and Payment:** Proposers shall submit a pro forma analysis, identifying anticipated construction costs, operating income, operating pro forma, capitalization rates, sources, uses, and other relevant information. The pro forma will be treated and reviewed confidentially and will not become a part of the public record. If submitting a physical proposal, the proposer shall submit the pro forma in a separate envelope marked "Pro Forma - Confidential." If submitting electronically, proposers shall submit the pro forma as a separate file that contains within the file name "Pro Forma - Confidential." The pro forma must be received at the same time as the RFI proposal submission.

j. **Financial Terms and Assumptions:**

- i. Terms: Submittals shall specify a proposed land purchase price for any market rate residential development or propose some other possessory interest. Submittals will be evaluated on price, the quality of the submittal, and the desirability of the public benefits of the proposed development.

If any City funds or incentives are contemplated in the proposal's financing plan, the applicant must indicate what type of funding is proposed, the amount requested, and proposed use(s) of such funds (i.e., pre-development, soft costs, and/or construction).

Submitters must also include a timeline indicating when such funds would be required.

- ii. Financial Capacity (Pro Forma): Describe the general terms the applicant proposes for the land transfer and the approximate amount and form of any City assistance applicant deems necessary to finance the project.

Separately, submitters shall submit a pro forma analysis, identifying anticipated construction costs, operating income, operating expenditures, capitalization rates, and other relevant information. The pro forma will be treated and reviewed confidentially and will not become a part of the public record. However, the pro forma must be

received at the same time as the RFI submittal.

iii. Assumptions: The following assumptions should be used when preparing the financial pro forma, unless alternative funding sources are subject to different and more restrictive terms:

- Construction estimates: Use local wage and/or hiring requirements.
- Contingencies: A construction contingency is expected to be included for at least 10% of the costs.
- Leverage: it is anticipated that the selected developer will obtain the majority of financing for development of the project from non-City sources. Submittals with higher leverage ratios than other submittals will be evaluated favorably.
- Federal requirements: if the proposed financing plan includes federal funding sources such as HOME or Section 8, include costs and time for compliance with all applicable federal requirements (Section 3, Davis Bacon, URA, NEPA, etc.) in project pro forma and timeline.

k. **Appendix**: Appendix I should include any financial or capacity documentation to support the deliverables listed above and beyond the 25-page maximum.

Appendix II can include other supporting documents not specifically requested but would support your overall submission.

12. Notice of Public Record: Pursuant to the Indiana Public Records Act found in Indiana Code 5-14-3, unless otherwise excepted from the law, all documents submitted in response to this Notice of Offering will be considered public records and will be made available to the public upon request. Materials exempted from disclosure by statute may be found at Indiana Code Section 5-14-3-4, Submissions received may be posted on the City's website as part of the review process. In the event you may submit information that you consider proprietary and confidential, please consult Assistant City Attorney Heather Lacy at heather.lacy@bloomington.in.gov, (812) 349-3426.

24-66
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO VACATE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TRADES DISTRICT

- WHEREAS, in May 2005, the City of Bloomington's ("City") application for Certified Technology Park ("CTP") designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and
- WHEREAS, the Redevelopment Commission ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2011" (the "Bond") to pay for the acquisition and redevelopment of 12 acres within the CTP from Indiana University to create the geographical center of innovation now called the Trades District; and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the "Infrastructure Project"), which form was amended most recently in Resolution 18-13; and
- WHEREAS, in Resolutions 18-13 and 18-14, the RDC approved the commencement of work on redeveloping the Trades District by approving the award of bids and contracts for the Infrastructure Project and the Mill Project; and
- WHEREAS, Staff developed with the Tascus Corporation, which had been planning to locate its North American headquarters in the Trades District, a Declaration of Covenants, Conditions and Restrictions ("Declaration") for the district, which was approved by the RDC in Resolution 18-71 and is attached to this Resolution as Exhibit A; and
- WHEREAS, Tascus withdrew from the project, and staff have continued to market development within the Trades District; and
- WHEREAS, after the Declaration was approved, the City has updated its Unified Development Ordinance to be more in line with the vision of the Trades District and a comprehensive downtown; and
- WHEREAS, the RDC along with its partners Dimension Mill, Inc., and the Bloomington Economic Development Corporation are in the process of building a new technology center ("The Forge") in the Trades District using a combination of

funds, including TIF and a grant from the U.S. Economic Development Agency;
and

WHEREAS, additionally, the RDC has entered into a letter of intent with a new developer to build a boutique hotel within the district; and

WHEREAS, City of Bloomington Utilities has agreed to maintain the underground storm water infrastructure that was originally the responsibility of the to-be-formed owner's association; and

WHEREAS, staff believe it is in the best interest of future development of the Trades District, to vacate the existing Declaration; and

WHEREAS, upon approval of the RDC, the next steps to vacate the Declaration would be to obtain the approval of the Plan Commission under Ind. Code § 36-7-4-714.

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

1. The RDC reaffirms its approval of the overall efforts to redevelop the Trades District.
2. The RDC finds that rescinding and vacating the Declaration serves the public's best interest and therefore approves.
3. The RDC directs staff to submit a petition to the Plan Commission to vacate the Declaration, and upon approval to record a notice of the vacated Declaration in the Office of the Monroe County Recorder.
4. The authorization to vacate the Declaration in and of itself does not involve the expenditure of RDC funds. However, the RDC authorizes staff to expend any amount not to exceed \$500 for any necessary notices, fees, or expenditures related to the vacating the Declaration.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TRADES DISTRICT SUBDIVISION

The Redevelopment Commission of the City of Bloomington, Indiana (“Developer”, defined below), desiring to execute this Declaration of Covenants, Conditions and Restrictions for The Trades District Subdivision (“The Trades District”), an innovation and technology park in the City of Bloomington, Monroe County, Indiana, submits the following Declaration of Covenants, Conditions and Restrictions for The Trades District Subdivision (the “Declaration”) and hereby declares that: (i) the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, changes and liens hereinafter set forth in this Declaration, and (ii) the purposes of this Declaration is to establish uniform standards of development and quality for the innovation and technology park to be known as “The Trades District” in the City of Bloomington, Indiana.

Purpose and Vision of The Trades District; a Part of the Bloomington Certified Technology Park;

The Trades District Subdivision is the innovation and commercial center of the Bloomington Certified Technology Park (CTP). The CTP is a developing vibrant downtown district, full of things to do and places to go; a place where collaboration thrives and where relationships are forged. The CTP welcomes current and future residents, as well as current and future businesses focused on advancing our current knowledge and processes. Through an intentional mixing and clustering of uses, the CTP fosters collaboration and relationships. It links Bloomington’s compact cultural, civic, commercial, and residential districts. It builds upon existing amenities and provides new attractions that encourage residents of the City to explore and mingle. It celebrates both the heritage and history of what was here and embraces new and emerging approaches to our world that allow us to live in a more sustainable manner. It promotes community, healthier lifestyles, and the desire to work and play close to home through a walkable and bike-able environment. The Trades District Subdivision, the center of the Technology Park, is intended primarily for employers and employment opportunities in innovation-focused businesses. The Trades District Subdivision is a place where emerging technology businesses and inventive startups will be supported and encouraged. A limited amount of retail commercial and residential opportunity is also available to facilitate complimentary mix of land uses within The Trades District.

I. DEFINITIONS

The following terms, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. Trades District or “Property” shall mean the real estate subjected to this Declaration by the terms of this Declaration and any property that may from time to time hereafter be

subjected to the terms of this Declaration by any supplemental Declaration under the provisions of Article II of this Declaration. Initially, the Property shall mean the real estate described in Article II, Section 1 and further described in Exhibit A.

- B. “Applicable Date” means and refers to the date the Developer voluntarily transfers control to the Association which shall occur when ninety percent (90%) of the total land comprising The Trades District has been sold/or conveyed to a non-Developer Owner, or by December 31, 2023, whichever is first-occurring.
- C. “Assessments” shall have the meaning set forth in Article IV, Section 1 of this Declaration.
- D. “Association” shall mean and refer to The Trades District Owners Association, an Indiana non-profit corporation which shall be formed and established by the Developer for the purpose of assuming the rights and performing the duties and obligations of Developer on the Applicable Date as stated and provided by this Declaration, and at which time the Association shall then be responsible as the successor and assign of Developer of The Trades District Subdivision. The Bylaws of the Association shall include provisions consistent with this Declaration.
- E. “Common Areas” shall mean those areas within and upon the Property, including any improvements thereon and amenities thereto, now or hereafter held by Developer or hereafter conveyed by Developer to the Association (if and when established pursuant to Article VIII, Section 8 of this Declaration) for the common use and benefit of the Owners. However, the Association shall not take or hold fee title to: areas designated as parks; parking garage(s); public rights of way including streets and sidewalks; the plaza in front of the Dimension Mill; signage at gateway entrances to The Trades District; public signs, or street lights, ownership and responsibility for maintenance of which shall be retained by Developer and/or the City of Bloomington.
- F. “Common Expenses” shall mean and refer to the expenses for the improvement, maintenance, repair and replacement of any common area improvements, taxes, signage, insurance premiums and such other costs and expenses.
- G. “Default Interest Rate” shall have the meaning set forth in Article IV, Section 1 of this Declaration.
- H. “Developer” shall mean the Redevelopment Commission of the City of Bloomington, or its successors or assigns, but, in the case of an assignee, only if any such assignee is expressly designated as Developer by the Redevelopment Commission of the City of Bloomington, including such time as when the Association shall be assigned the role as Developer in accordance with this Declaration.
- I. “Development Guidelines” shall mean the guidelines and standards for development and architectural review set forth in Article VI of this Declaration.

- J. "Lot" shall mean and refer to any parcel or plot of the Property in The Trades District designated as a lot on the Plat. Whenever used in this declaration, Lot shall include any and all buildings or other improvements, related facilities and site improvements thereon, used or intended to be used for the benefit of any Owner in the operation of the Owner's business.
 - K. "Owner" shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, provided that a reference to Owners shall be deemed to exclude Developer unless such reference expressly includes Developer.
 - L. "Owner's Proportionate Share" shall mean and refer to a fraction, calculated by Developer as follows: the numerator shall equal the gross acreage contained in such Owner's Lot, exclusive of public rights of way, and the denominator shall equal the gross acreage contained in all Lots in The Trades District, exclusive of public rights of way, parks space and/or parking garages. Assessments, Special Assessments and Owner voting rights shall be determined in accordance with and equal to each Owner's Proportionate Share.
 - M. "Plat" means and refers to the Plat or Plats of The Trades District on record in the Office of the Recorder of Monroe County as Instrument Number _____ in Plat Cabinet _____ Envelope _____.
 - N. "Review Committee" shall mean and refer to the Review Committee referred to in Article VI. The Review Committee shall have the right to make recommendations to the City of Bloomington's Planning and Transportation Department ("Planning"), the Bloomington Plan Commission and the Board of Zoning Appeals with regard to application of the Development Guidelines to proposed improvements or structures, as described in Article VI of this Declaration, on lots in The Trades District. The initial Review Committee shall consist of three (3) members appointed by the Developer. After the Association is formed and assumes Developer responsibilities as provided by this Declaration, the Association's Board of Directors or a subcommittee of Directors, as appointed by the Association Board of Directors, shall, thereafter, serve as the Review Committee.
- II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITION THERETO;
EASEMENTS

Section 1. Legal Description. The real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bloomington, Monroe County, Indiana, and comprises, initially, the real estate legally described on Exhibit A attached hereto and incorporated herein by reference.

All references herein to The Trades District or Property shall be deemed for all purposes to include or exclude all parcels of real estate which have been added from time to time to the

ambit of this Declaration pursuant to this Article II.

Section 2. Addition of Land. Developer may (but shall have no obligation to, except as otherwise provided herein) at any time and from time to time, add to the ambit of this Declaration additional lands, now owned or hereafter acquired by Developer. Upon addition of any lands to this Declaration by recordation, the owners of property therein shall be and become Owners subject to this Declaration, including (but not limited to) Assessments under Article IV. All references in this Declaration to Owner(s) shall be deemed for all purposes to include all such owners of land added hereto by recorded declaration, including but not limited to the additional Phases of The Trades District subdivision development.

The addition of lands as aforesaid shall be made and evidenced by filing in the Office of the Recorder of Monroe County, Indiana, a supplement or amendment to this Declaration with respect to the lands to be added. Developer reserves the right to so amend or supplement this Declaration to add additional land pursuant to this Section 2 without the consent or joinder of any Owner and/or mortgagee of any portion of the Property. However, any such amendment or supplement shall not require construction or reconstruction of existing buildings or structures or alterations to developed Lots or changes in such Lots' uses.

III. MAINTENANCE RESPONSIBILITIES

Section 1. Common Area Maintenance by Developer. Except as provided in Section 2 of this Article III, it shall be the duty of Developer to maintain all Common Areas in good condition at all times, including (without limitation), the following:

- A. Pay prior to delinquency (i) all real property taxes which have been levied against, or assessed with respect to, the Common Areas and the improvements and roadways thereon, and (ii) all general and special assessments, ditch fees, and all other governmental, municipal or public dues, charge and impositions which have been levied against or assessed with respect to the Common Areas;
- B. Maintain in full force and effect at all times a policy of general public liability insurance issued by a financially responsible company covering any and all claims for injuries to, or death of, persons and damage to property occurring on or about the Common Areas in an amount not less than \$5,000,000 for damage or injury to, and/or loss or death of, property and/or persons arising out of any one accident or occurrence;
- C. Keep all Common Areas in clean and presentable condition, including maintenance, repair and replacement of amenities and signage in the Common Areas, as well as snow removal, maintaining landscape features, and mowing greenspace;
- D. Conduct repair and maintenance activities that impact City rights of way in accordance with the City of Bloomington's policies and standards related to excavation permits; and

- E. Repair and maintain the common storm water management and retention system, portions of which are below ground. The City of Bloomington shall be responsible for repair and maintenance of storm water facilities under or within the rights of way; the Developer shall be responsible for repair and maintenance of storm water facilities that are under or within designated common areas.

For the purpose of performing the maintenance, repair and replacement obligations contemplated herein, Developer, through its duly authorized agents or employees, shall have the right to enter upon those portions of any Lot adjoining Common Areas as may be reasonably necessary to gain access to any such Common Areas and to perform its duties and obligations hereunder; provided, however, that in the event any such adjoining property is damaged in the course of or as a result of such entry or maintenance, such adjoining property shall be restored to the same condition (or as nearly so as may be reasonable in the circumstances) as existed prior to such entry and maintenance, repair or restoration activities.

Section 2. Maintenance by Owners. It shall be the duty of each Owner (including Developer to the extent it owns Lots) to maintain mowing and general maintenance of the Owner's Lot(s). If within thirty (30) days after notification by Developer such maintenance has not been so performed, Developer may order the work done at the Owner's expense and may treat the charge as a lien on such Owner's Lot(s) and may avail itself of all rights and remedies and do all things as provided in Article V below.

IV. ASSESSMENTS

Section 1. Creation of Lien and Owner Obligation for Assessments. Except as expressly provided otherwise by this Declaration, Developer, for each Lot now or hereafter owned by it, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, or by succession to title thereto as of the date of closing) including, but not limited to, any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to annual assessments for Expenses and special assessments with respect to the Common Areas (collectively, "Assessments"); such Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from the due date thereof at the rate equal to the greater of twelve percent (12%) per annum or an annual rate of interest equal to four percent (4%) above the highest prime rate of interest announced from time to time for the period in question as published in the Wall Street Journal (the applicable rate being the "Default Interest Paid") and costs of collection thereof (including reasonable attorneys' fees) shall be a charge on each Lot and shall constitute a continuing lien upon the Lot(s) against which each such Assessment is made and shall also be the obligation of the Owner of such Lot(s) on the due date of such Assessment. When the Owner of a Lot constitutes more than one person or entity, the liability for payment of the Assessments shall be joint and several.

Section 2. Purpose of Annual Assessments. The annual Assessments levied by Developer shall be used exclusively for the purpose of promoting the health, safety, security

and welfare of the Owners (including Developer, to the extent Developer owns Lots) and in particular for the payment of expenses for the improvement, maintenance, repair and replacement of Common Area improvements, taxes, non-gateway signage, insurance premiums and such other costs and expenses, except as otherwise excluded by this Declaration.

Section 3. Special Assessments. In addition to the annual Assessments, Developer may levy in any year a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any capital improvement or major repair with respect to the Common Areas that are not initial development costs (which shall be the Developer's obligation) or otherwise excepted from assessment by this Declaration. Each Owner's share of such Special Assessments shall be equal to the Owner's Proportionate Share multiplied by the Total Special Assessment.

Section 4. Uniform Rate of Assessment. Each Owner's total obligation for assessments shall be equal to the Owner's Proportionate Share multiplied by the Common Expenses. Notwithstanding these provisions, however, in no event shall the Lot Owners be liable or responsible for assessments, whether special, capital, repair, replacement, maintenance or otherwise, for anything explicitly excepted from the definition of "Common Areas" set forth in Section I.E. above.

Section 5. Commencement of Assessments; Due Dates. The Annual Assessments and Special Assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Developer to be the date of commencement, but in no event shall any such assessments commence until after the Applicable Date. Until such time as the Applicable Date occurs, the Developer shall be liable for all such costs and expenses. The Owners shall be notified of the due date of any Annual Assessment or special Assessment and any such Assessments shall be payable in advance in monthly, quarterly, semi-annual installments, as determined by Developer.

Section 6. Duties of Developer. Consistent with Section 5 above, Developer shall fix the date of commencement and the amount of the annual Assessments or special Assessments against each Lot for each annual Assessment year or special Assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the Lots and Assessments which shall be kept in Developer's office and shall be open to inspection by any Owner. Written notice of the Assessment (the "Assessment Notice") shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

Developer shall, upon demand at any time, furnish to any Owner liable for Assessments a certificate in writing signed by an authorized representative of Developer setting forth whether all Assessments (annual or special) have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Any Owner or its representative, upon five (5) days' written notice and at reasonable hours, shall have the right to inspect Developer's books and records directly relating to the

collection of the Assessments and the payment of Common Expenses.

Section 7. Delinquent Assessments. If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date thereof at the Default Interest Rate, and Developer may at any time thereafter bring an action to foreclose the lien therefor against the Lot in like manner as a foreclosure of a mortgage on real property and/or file a suit on the *in personam* obligation of the Owner for payment of the delinquent Assessment, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. Assessments shall be due and payable without relief from valuation and appraisal laws.

Section 8. Subordination to Lien of Mortgages. The lien of the Assessments for which provision is herein made shall be subordinate to the lien of any first mortgage of record to a federal or state chartered bank, insurance company, federal or state savings and loan association, real estate investment trust, or qualified industrial revenue bonds which are granted to secure financing for the construction and development of a Lot. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or deed in lieu thereof. No sale, transfer or conveyance of a Lot shall relieve such Lot from liability for Assessments then or thereafter becoming due, nor from the lien of any such subsequent Assessments.

Section 9. Developer's Assessment. Developer, for such time as it continues to be a Lot Owner, shall be required to contribute to the Common Expenses and special assessments such sums as may be needed in addition to the contributions of the other Lot Owners to maintain the Common Areas and other areas of the development (not otherwise owned by a Lot owner) and manage the Association as provided by this Declaration.

V. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. Developer may, to avoid blight and to preserve the beauty, quality and value of the Property, require maintenance or repair to a Lot, including, but not limited to, paint, repairs, roof repairs and replacements, gutters, downspouts, exterior building surfaces, yard clean-up, landscaping.

Section 2. Notice to Owner. Developer shall notify in writing the Owner of any Lot requiring exterior maintenance. If within thirty (30) days after notification the necessary work has not been completed, or satisfactory arrangements for the prompt completion of the necessary work have not been demonstrated to Developer's satisfaction, then Developer may cause the necessary maintenance to be performed.

Section 3. Assessment of Maintenance Costs. The cost of such maintenance shall be assessed against the Lot Owner upon which such maintenance is performed. Any exterior

maintenance assessment shall be the obligation of the Owner of the Lot and such sum shall become due and payable immediately upon demand of Developer, together with interest at the Default Interest Rate and costs of collection, including reasonable attorneys' fees. Developer's right to recover such maintenance assessment, together with interest thereon and costs of collection, shall be secured by a lien on the applicable Lot in the same manner as a regular assessment, in accordance with Article V.

Section 4. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, Developer, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon such Owner's Lot to access the exterior of any improvements thereon at reasonable hours of any day.

VI. DEVELOPMENT GUIDELINES AND ARCHITECTURAL REVIEW

Section 1. Review and Approval. No improvement or structure of any kind, including (without limitation) any building, fence, wall, sign, site paving, grading, parking and building additions, exterior alterations, screen enclosure, sewer, drainage, water retention, decorative structure, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or portion thereof, unless and until the plans, specifications and location of the same shall have been submitted to and approved by the Review Committee described in Section 4 of this Article, and submitted thereafter to Planning and Transportation, or its successor department, and been approved, as applicable, by the City of Bloomington Plan Commission, or its successor, the Bloomington Common Council, and any other governmental bodies, as required. All such plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Development Guidelines this Declaration and applicable law.

Section 2. Architectural Standards. The Trades District is intended to draw on neo-traditional design concepts to extend the street grid and provide buildings that create a sense of place in the near downtown. Architectural style and detailing is expected to incorporate elements of the neo-traditional look but also extend beyond that into more creative and contemporary architecture.

Section 3. Development Standards. The following development standards ("Standards") are based on those in the Bloomington Unified Development Ordinance ("UDO"), Showers Technology Park Overlay district ("STPO"). Where the Standards deviate from the UDO, the parties intend that the Standards shall govern. Such deviations will require approval from the Plan Commission. Where the Standards contain insufficient guidance, the Developer and/or Owners shall refer to the UDO standards for the STPO in place at the time this Declaration is first recorded in the Monroe County Recorder's Office. The City's role with regard to interpreting and applying these Standards is described in the UDO at BMC §20.01.070(b)(3).

- A. Building Height. The maximum building height shall be forty-five (45) feet above grade from the land grade at any point around the building to the top of the roof line

or parapet on the adjacent portion of the building. Mechanical equipment can extend an additional 10' above the roof if it is set back a minimum of 20' from any perimeter wall. These Standards for height and number of stories are higher than those in the UDO and are designed to promote high quality development and flexibility of building uses in the Trades District. The Standards will require waivers from the Plan Commission granted in accordance with this Declaration. In reviewing petitions utilizing these Standards, the parties to this Declaration intend that the Review Committee and the Plan Commission consider requests for greater height in light of where a structure will be located both in the Trades District and on a lot. For example, buildings of greater height seem appropriate on 11th Street, but may be inappropriate along 10th St, or adjacent to a historic building or structure of lower height or fewer stories.

- B. Floor to Ceiling Height. Floor to ceiling height for ground floor commercial space is recommended at a minimum of twelve (12) feet, where possible, to promote pedestrian friendly buildings.
- C. Architecture. The Trades District is intended to draw on neo-traditional design concepts to extend the street grid and provide building forward to create a sense of place in the near downtown. Architectural style and detailing however is expected to incorporate elements of the neo-traditional look but extend beyond that in more creative and contemporary architecture.
 - a. Site Plan. Any façade facing a public street shall be considered a primary façade. A minimum of one pedestrian entrance shall be provided for any primary façade which contains at least sixty-six (66) feet of frontage facing a public street. At least one pedestrian entrance shall be constructed at an elevation that is within three (3) feet of the adjacent sidewalk elevation.
 - b. Setbacks. Buildings shall have a maximum front setback of fifteen feet from the existing public right-of-way, a minimum side setback of five feet and a minimum rear setback of five feet. New buildings located immediately adjacent to the side of an outstanding, notable and/or contributing structure as identified in either one or both of the City of Bloomington Survey of Historic Sites and Structures or the Indiana State Historic Architectural and Archaeological Research Database shall align its respective facade to match the front setback established by a surveyed structure.
 - c. Lighting. Pedestrian scale lighting shall be provided as approved by the Bloomington Board of Public Works. Pedestrian scaled street lights shall be less than fifteen feet (15') high from the height of the sidewalks. Exterior building lighting shall comply with the general lighting standards in the UDO.
 - d. Mechanical Equipment and Service Areas. Mechanical equipment and service areas shall be located at the rear of the building wherever possible, along an alley façade or on the building rooftop. Mechanical equipment and service areas shall be screened using architectural screen wall, screening devices and/or landscaping.

Mechanical equipment located on a building rooftop shall be set back from the building edge a sufficient distance to screen the equipment from view from the adjacent streets.

e. Architectural Character.

- i. Roofs or building caps. Buildings shall incorporate roof designs using either flat roofs with parapet or sloped or pitched gable and/or hip roofs to further define the building cap. All sloped roofs shall incorporate a minimum 8/12 pitch. Sloped roof ridges greater than sixty-five feet in width parallel to a street shall incorporate a minimum of one dormer into this sloping roof section. In no case shall a flat roof incorporate a parapet that exceeds fifteen percent of the supporting wall height.
- ii. Void to Solid Percentage. First floor (building base) shall have glass or framed façade open areas consisting of display windows, entries and doors that comprise a minimum of forty percent of the wall/façade area of the first floor façade/elevation facing a street, with a recommended sixty to seventy percent for the area between two and eight feet so as to enhance interaction with pedestrians. Upper stories (building middle) façade openings shall comprise a minimum of twenty percent of wall/façade area of each floor above the first floor façade facing a street.
- iii. Materials. The following materials are not permitted as a primary exterior finish material; vinyl, smooth faced cement block, cementitious siding, EIFS, corrugated or ribbed metal siding. The following materials are not permitted as secondary exterior finish materials: vinyl, EIFS, corrugated or ribbed metal siding.
- iv. Entrance detailing. The primary pedestrian entrance for a building shall incorporate three or more of the following architectural design features;
 1. Recessed entry (minimum of 4')
 2. Plaza space with ornamental paving and integral landscape planters
 3. Canopy or awning
 4. Buttress and arched entry
 5. Pilasters or façade module projecting from the exterior wall plane
 6. Prominent building address, building name and enhanced entryway exterior lighting
 7. Public art display, the size of which shall be adequate to be clearly viewed by pedestrians using the adjoining sidewalk
 8. Raised corniced entryway parapet (may exceed building height three feet).

f. Mass Scale and Form.

- i. The footprint of any single individual building shall not exceed one quarter of the area of the Trades District governed by this Declaration.

- ii. Building façade modulation. Façade modulation is required and shall be incorporated through recessing and through banding and/or articulation of exterior materials or change of materials by incorporating repeating patterns, textures and/or colors used on exterior façade materials. Building facades along each street shall utilize a maximum façade width interval of one hundred feet (100') and a minimum façade width interval of twenty-five feet (25) for a façade module. The building façade module shall be offset by a minimum façade depth (projecting or recessing) of five percent (5%) of the total facade length, at a minimum of five feet, and the offset shall extend the length of its module and the full height of the building.
- iii. Building height setback. Building facades facing a street that are over thirty-five feet (35') in height shall step back the horizontal façade/wall plane a minimum of fifteen feet from the horizontal façade/wall plane below thirty-five feet (35') in height. The first thirty-five feet (35') of a building façade facing a street shall not utilize a building height setback.
- iv. Building height stepdown. Buildings located immediately adjacent to the side of outstanding, notable and contributing structures as identified in either one or both of the City of Bloomington Survey of Historic Sites and Structures or the Indiana State Historic Architectural and Archaeological Research Database shall incrementally step down upper stories at each respective facade module to within one story or fourteen feet whichever is less above the highest elevation of the respective adjacent historic structure.
- v. Residential density standards. Residential development shall comply with the density standards in the UDO and STPO.
- g. Parking. Parking shall meet the requirements of the UDO and STPO. During construction and/or until permanent parking is available in The Trades District, Lot Owners must seek permission from the Developer and the City of Bloomington with a specific proposal to construct temporary parking. Each proposal will be evaluated independently.
- h. Landscaping and street trees. Landscaping and street trees shall comply with the general standards in the UDO for placement, maintenance and plant materials.
- i. Signage. Signs shall comply with the general standards in the UDO.

Section 4. Review Committee. Once the Association has become the Developer, the Association's Board of Directors or a subcommittee of Directors, as appointed by the Association Board of Directors, shall thereafter serve as the Review Committee., which shall review submitted plans and make recommendations to Planning and Transportation, and as applicable, the Plan Commission. Prior to the submission of any site plan review, zoning change, variance of use, variance of development standard, or special exception application to the City of

Bloomington Plan Commission or Board of Zoning Appeals, the property owner of the subject parcel shall petition the Review Committee for approval. Record of the Review Committee's recommendation shall be submitted to the City of Bloomington Plan Commission or Board of Zoning Appeals with the property owner's application.

Section 5. Modification or Exterior Remodeling. If any improvement or structure approved by Planning and the Plan Commission and constructed on any Lot shall be changed, modified or altered so as to change the exterior appearance thereof, without prior submission to the Review Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications as last approved by the Plan Commission, and shall bear all costs and expenses of such restoration, including, but not limited to, costs and reasonable attorneys' fees of the Association.

Section 6. Completion of Lot Owner's Construction. Upon approval of the plans and specifications by Planning and the Plan Commission, the Owner shall thereafter construct all improvements on the Lot in accordance with such approved plans and specifications. In the event construction of the improvements is not commenced within the term of the building permit issued by the City/Monroe County, and the Developer has not agreed to extend the time within which Owner may commence construction, the Owner shall pay an additional assessment of \$250 per day to the Developer until the Owner has renewed its building permit and commenced construction. Construction shall be deemed to have commenced if the Owner has obtained all necessary licenses, permits and approvals required for the construction of the improvements and actually commenced the performance of the site work on the Lot.

VII. USE AND RESTRICTIONS

Section 1. Land Use Restrictions. Permitted land uses for The Trades District are permitted by the UDO with the additional restrictions set forth in this Article VII. If the definitions in the UDO in place at the time this Declaration is recorded for uses listed below differ from the definitions in any later adopted UDO amendments, the definitions in the UDO amendments shall govern.

- A. Employment. The Trades District is being developed primarily as a downtown employment area. There will be a mix of uses in The Trades District, and overall the district must have a minimum of eighty percent (80%) of finished building square footage being used for employment, defined as follows:
- a. Business/professional office
 - b. Government office
 - c. Medical, technical or other research
 - d. Research Center
 - e. Employment uses are to be consistent with the Vision for The Trades District and the UDO.

B. Commercial. Commercial uses are part of the mix of uses in The Trades District. They add activity and vitality to the District and are intended to compliment and not dominate the District. The maximum size for any single commercial user in The Trades District shall be 10,000 square feet. The maximum percentage of commercial and residential use overall in The Trades District shall be twenty percent (20%) of the total finished building square footage. The following types of commercial uses, or substantially similar uses, will be permitted in the District:

- a. Financial institution
- b. Bars, brew pubs, restaurants and other fixed location food purveyors
- c. Retail sales, small (up to 2,500 sq. ft.), or medium (up to 10,000 sq. ft.)
- d. Business/professional offices, private and government
- e. Convenience store (without gas)
- f. Drug store
- g. Day care, child or adult
- h. Preschool
- i. Personal services (dry cleaning, coin laundry, barber/beauty shop, copy center, health spa, photographic studio, tailor/seamstress shop, shoe repair, equipment/party/event rental (indoor), tanning salon).
- j. Fitness center, small (up to 7,500 sq. ft.) spa
- k. Small hotel
- l. Medical clinic (immediate)

Commercial uses shall be of a nature that serves the purpose and vision of the Trades District to create a vibrant mixed use area, and to provide amenities and attractions that support primarily the activities of the Owners, their employees, the residents of and visitors to the Trades District.

C. Residential. Residential is an essential land use in a mixed use district. Residential is provided in significant quantities on zoned land surrounding The Trades District. Residential in The Trades District is intended to support live/work opportunities for individuals employed in The Trades District, and may include upper floor dwelling units above commercial operations. To that end, as noted above, multifamily, non-student residential dwellings combined with commercial in The Trades District shall be no more than twenty percent (20%) of the total finished building square footage in The Trades District.

D. Parking Garage. Parking garages shall be permitted in The Trades District but shall be owned by Developer (RDC but not the Association) and/or the City of Bloomington, unless the RDC and/or City agrees otherwise. There are no separate parking requirements for commercial retail uses.

Section. 2. Compliance with Laws. Each Owner shall at all times in the use and development of its Lot observe and comply with all provisions of laws, statutes, ordinances and governmental rules, regulations and orders now or hereafter relating to or affecting the Lot.

Section 3. Zoning Changes. Any Owner making application for any use approval from

the appropriate governmental body, including a change to the zoning classification of its Lot, a variance of use, a conditional use, special use exception, a variance of development standards or a variance or exception from any similar restrictions shall submit such request to the Review Committee before submitting it to the City of Bloomington.

Section 4. Damage to Improvements. If the buildings and other Improvements located on a Lot are damaged or destroyed in whole or in part by fire or other casualty, the Owner of such Lot shall promptly (i) restore such buildings and improvements to their condition immediately prior to such damage or destruction, or (ii) demolish such buildings and improvements and grade and landscape the Lot in accordance with plans and specifications approved by the City of Bloomington as provided in the foregoing Article VI. Upon commencement of such repairs or demolition, the Owner shall thereafter diligently prosecute the same to completion.

Section 5. Construction Debris and Damage. Each Owner shall conduct all site work and construction on such Owner's Lot in a manner that prevents dirt and debris from accumulating beyond the boundary lines of the Lot, excepting staging activities agreed to by an adjacent Owner on its Lot. Such Owner shall be responsible for repairing and restoring any damage to any rights of way, streets and curbs, drainage facilities, utility facilities or adjacent property caused by such Owner, its contractors or such contractors subcontractors or its or their agents or employees in connection with such site work or construction.

VIII. GENERAL PROVISIONS

Section 1. Variance. A “variance” may be granted from this Declaration from time-to-time in accordance with the following guidelines:

An Owner may request a variance from the Developer (or the Association if control has been so vested). A meeting shall be held to consider any request for variance. Written notice of the details of the requested variance and the time and date of the meeting for consideration shall be provided to all Lot Owners at least seven (7) days before the meeting. Approval of the Variance requires the vote of the Developer and until a minimum of seventy-five percent (75%) of the land comprising The Trades District is sold and/or conveyed to a non-developer owner, a unanimous vote of the Lot Owners. Each Lot Owner shall have one vote, regardless of whether such Owner owns more than one Lot. Once a minimum of seventy-five percent (75%) of the land in The Trades District has been sold and/or conveyed to a non-developer Owner, then approval of a Variance shall be by a vote of eighty-five percent (85%) of The Trades District Owners. Lot Owners may be present and vote at the meeting or submit a written vote without attending the meeting.

No such variance shall: (i) increase assessments to the Lot Owners; or (ii) decrease the value of the remaining Property or Lots subject to this Declaration; or (iii) be inconsistent with the general purpose of the Subdivision and Lots.

Section 2. Restrictions and Covenants Run with Land. This Declaration constitutes a servitude in and upon the Property, shall run with the land and bind the Property, and shall inure to the benefit of and be enforceable by Developer or an Owner of any of the Property subject to this Declaration their respective legal representatives, heirs, successors and assigns.

Section 3. Duration. This Declaration shall be in effect for an initial term of fifty (50) years after the date this Declaration is recorded. After such time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds (2/3) of the total number of gross acres (excluding Common Areas) of the Property has been recorded, agreeing to terminate this Declaration in whole or in part. No termination of this Declaration shall affect any easement hereby declared, created, granted or reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Responsibility as allocated under this Declaration for maintenance and repair of Common Areas shall survive termination of the Declaration and continue rest jointly with the owners of real property in The Trades District.

Section 4. Remedies. If Developer or an Owner breaches its obligations hereunder, and such breach continues for thirty (30) days after the delivery of written notice describing such breach to such breaching party by the Developer or an Owner (as applicable) or twenty-four (24) hours after written or oral notice in the event of an emergency involving a substantial impairment to the normal use of a Lot, then the non-breaching Developer or Owner, as the case may be, shall be entitled to (i) the remedy of specific performance to enforce the terms and conditions of this Declaration, (ii) injunctive relief, declaratory relief or any other remedy available at law or in equity, or (iii) cure such breach. Any and all amounts expended by the Developer or an Owner, as the case may be, shall be payable by the breaching party on demand, together with interest at the Default Interest Rate and costs of collection, including reasonable attorneys' fees. Developer shall also be entitled, in addition to any other remedy it may have hereunder or at law or in equity, to impose and foreclose a lien on the Lot in the same manner as a mechanic's lien is imposed and foreclosed under Indiana law. If a breach on the part of Developer or an Owner under this Declaration is of a type or nature that is not curable within said thirty (30) day period (or within 24 hours in the case of an emergency), then, provided that the party in breach commences the cure within the thirty (30) day period (or within 24 hours in the case of an emergency), and continues to diligently pursue said cure to completion, the party in breach shall have a reasonable time to cure such breach.

The failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address of the person who appears as Owner on the records of the Developer at the time of such mailing. Any notice required to be sent to Developer shall be deemed to have been properly sent when mailed, postage prepaid, to the Developer's address as shown in the current edition of the Development Guidelines for The Trades District.

Section 6. Severability. Invalidation of any one of the covenants and restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. Prior to the assignment of its rights and the delegation of its obligations and duties hereunder by Developer to the Association as contemplated in Section 8 of this Article VIII, this Declaration may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Developer and approved by Lot Owners in accordance with the same procedures as provided for a Variance in Section VIII.1, above. After the assignment of its rights and the delegation of its obligations and duties by Developer to the Association, this Declaration may be amended by the Lot Owners in The Trades District in the manner set forth in the organizational documents establishing the Association. Notwithstanding anything contained herein to the contrary, including (without limitation) the terms and conditions set forth above in this Section 7, any proposed amendment of this Declaration that would terminate or otherwise materially and adversely affect the rights of or materially or inequitably increase the obligations of an Owner with respect to any Common Area facilities, shall require the consent and approval of such Owner(s) so affected, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any other term of this Declaration, any amendment to this Declaration which corrects an error herein, which clarifies any term or condition hereof without changing the substance thereof or which is required by, or as a result of, any applicable law, statute, ordinance, code, rule, regulation, order, decree of any applicable governmental authority or court may be executed and recorded by Developer without the execution or consent of any other party, and shall be deemed to have effectively amended this Declaration and shall be binding upon Developer, all Owners and the Lots.


Section 8. Assumption by Association. The Developer may, at its sole discretion, surrender its control to the Association at any time after the Plat for The Trades District is recorded. However, Developer must surrender such control the earlier of December 31, 2023 or the date upon which the Developer has sold ninety percent (90%) of the land area of the Lots in The Trades District as described in Exhibit A, attached hereto and by reference incorporated herein and as may be amended from time-to-time.

Section 9. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Effective Date. This Declaration shall become effective upon the recordation in the office of the Recorder of Monroe County, Indiana.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 5th day of November, 2018 .

BLOOMINGTON REDEVELOPMENT COMMISSION



Donald Griffin, President

ATTEST:



Mary Alice Rickett, Secretary

11-5-18

Date

Prepared by:
Bloomington Redevelopment Commission

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Larry D. Allen, Attorney for Bloomington Redevelopment Commission



Dimension Mill Inc.
642 N Madison Street
Bloomington, IN 47404

To: Bloomington Redevelopment Commission
From: John Fernandez, Senior Vice President, Innovation & Strategic Partnerships
Date: July 12, 2023

RE: Proposed repeal of Trades District Covenants, Conditions and Restrictions

A. Background

The City of Bloomington's Redevelopment Commission ("RDC") approved the issuance of Redevelopment District Tax Increment Revenue (TIF) bonds in 2011 for the acquisition and development of property now referred to as the Trades District. The City envisaged the Trades District as a center of innovation in the heart of the City's larger Certified Technology Park. In 2018, the RDC approved the commencement of work to develop the Trades District, including awarding of bids to advance infrastructure investments and the redevelopment of the Dimension Mill.

In an effort to secure the first private sector investment in the Trades District, the City approved a Letter of Intent ("LOI") from Tasus Corporation to acquire property for the purpose of building the company's new North American headquarters. As part of this transaction, the City sought to provide assurances to Tasus that the Trades District would be developed consistent with its vision of an innovation center. Tasus, in particular, sought assurances that future adjacent buildings would not negatively impact their investment. To this end, the RDC approved the Trades District Covenants, Conditions and Restrictions ("CCRs") November 5, 2018.

On July 2, 2019, the Tasus Corporation announced its decision to 'postpone' its investment in the Trades District. Nonetheless, the Trades District CCRs have remained in effect.

In 2020, the Bloomington Common Council approved a new Unified Zoning Ordinance that designated the Trades District properties as "MD-ST", Mixed-use Downtown Showers Technology District within the Downtown Overlay.

"The Mixed-Use Downtown – Showers Technology character area is intended to draw upon architectural detailing and thoughtful site planning to complement the mass and scale of existing historic structures, draw upon neo-traditional design concepts to extend the street grid and to create publicly accessible open space, integrate development that is strategically planned to promote mixed-use development focused on light industrial, manufacturing, and office uses where live/work, young professional, single-family, empty nester and retiree housing markets are targeted." UDO 20.02.020(9)(A)

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The City's zoning regulations, along with the RDC's imposed restrictions for the sale or lease of Trades District properties, more than sufficiently protect the public interests. The CCRs, created before the current UDO, add unnecessary complexity to potential transactions and impose development restrictions that are not aligned with the City's vision for the Trades District.

B. Key elements of the CCRs

The City's UDO regulations and the CCRs have many similarities, however, the key differences include:

- i. The CCRs require the formation of a private property owners association that will be responsible for the maintenance of common areas (including the stormwater infrastructure under the common areas).
- ii. The establishment of a design review committee comprised of members of the property owners association.
- iii. Building height is limited to 45 feet – compared to 4 stories not to exceed 50 feet under the UDO; and
- iv. Property uses – for the entire Trades District – shall be a minimum of 80% employment.

C. Implications of repeal

Repealing the CCRs will improve the marketability of the Trades District properties by eliminating unnecessary administrative requirements and uncertain future liabilities for common area operating expenses. Moreover, removing the current CCRs use restrictions will enable potential mixed-use developments that are more aligned with current market conditions and updated goals for the district and consequently increase the market value of the City's properties.

The property owners association was envisioned primarily as an administrative vehicle to collect owners' relative share of common area maintenance. The scale of the common areas located within the Trades District are minor – relative the scale of the Trades District. (See attached diagram.) The most material element of the CCRs relates to the maintenance of the stormwater infrastructure. The City of Bloomington Utilities (CBU) and the City of Bloomington are developing a proposed memorandum of understanding (MOU) between the CBU and RDC that will result in CBU taking ownership and responsibility for the maintenance and any necessary replacement of the stormwater infrastructure located under the Trades District common areas, with the RDC creating a fund to reimburse CBU its costs and requiring purchasers or lessees of Trades District properties to make an appropriate deposit into that fund. The remaining common areas are adjacent to RDC assets (sidewalks) and marginal cost for the maintenance of these common areas will be immaterial.

The Review Committee envisaged in the CCRs is to be comprised of members representing the property owners association. Currently, the vast majority of the Trades District is owned by the RDC. The Review



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Committee process adds an unnecessary step to the City's development processes. The RDC, via a Project Agreement execution that is required by the RDC Trades District Offer Notice, provides a binding vehicle by which the RDC can ensure the design of future developments are consistent with the City's Trade District vision. The Mill, as the RDC's representative, is committed to engaging all Trades District property owners in the review of new development designs. The Kiln and Showers Administration building owners were consulted as part of The Mill's evaluation of these CCRs and support the request for repeal.

At the time of the CCRs establishment, Tasus' primary concern was the risk of having large-scale student housing projects built adjacent to their new headquarters. While Tasus is no longer planning to locate in the Trades District, the City has incorporated restrictions in its Offering Packet that explicitly address this concern. Specifically, the Offering Packet states: "Undergraduate student housing is explicitly not of interest to the RDC for this project."

Successful innovation districts include mixed-use developments that create a vibrant environment attractive to talented residents, employers, innovators, and investors. While there is no one-size-fits all calculation for the mix of offices to commercial/entertainment space, the CCRs' 80/20 ratio is widely viewed as being off-market particularly in our post-COVID environment.

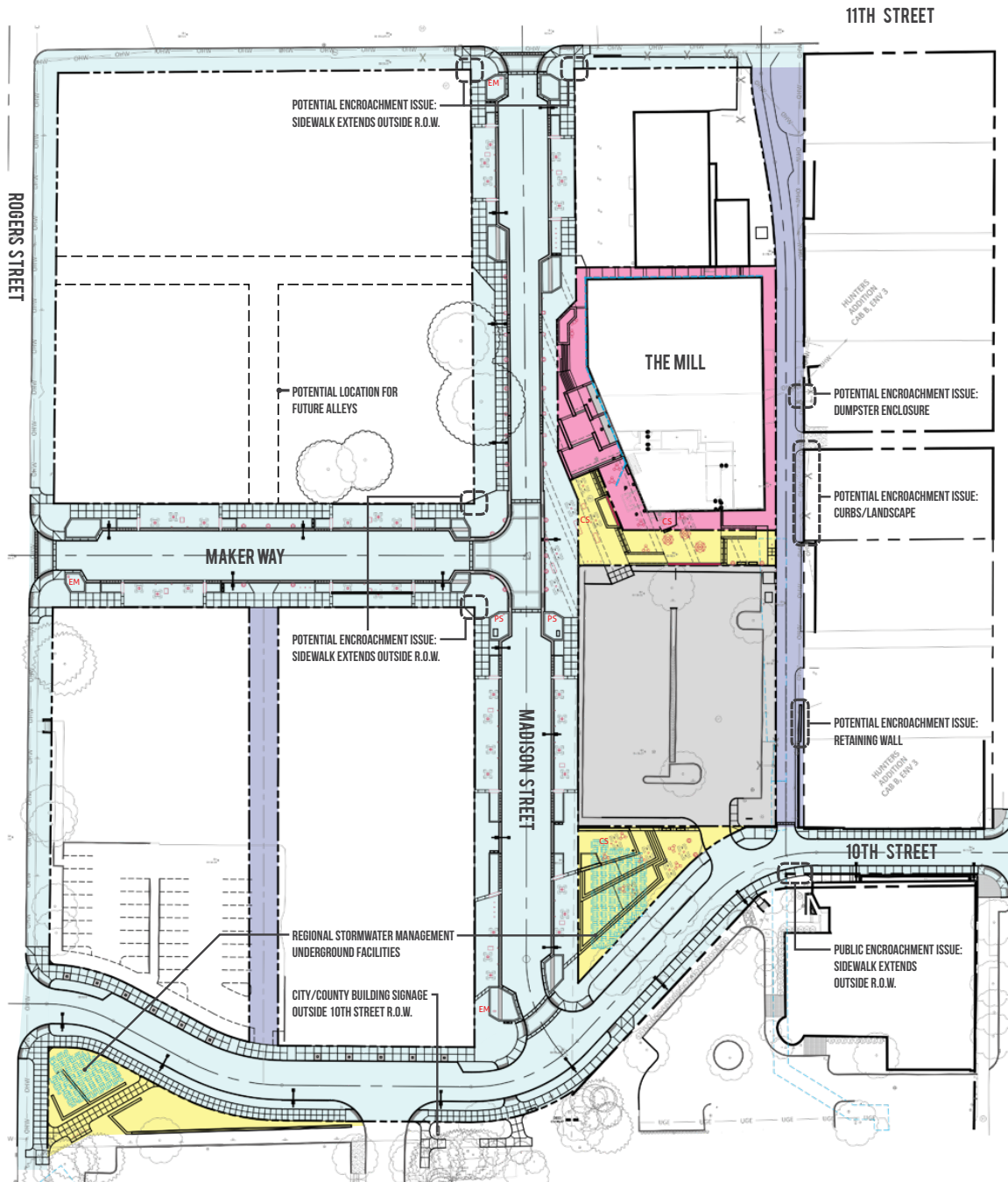
D. Request to repeal

The Mill recommends that the RDC repeal the Trades District Covenants, Conditions and Restrictions adopted November 5, 2018. Following the adoption of these CCRs, new ordinances, policies and agreements have been promulgated that meet and exceed the CCRs' original intent. The CCRs create unnecessary processes and regulations that impede the City's ability to advance its vision for the Trades District and optimize the return on investment for Bloomington taxpayers.

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PROPERTY CONTROL

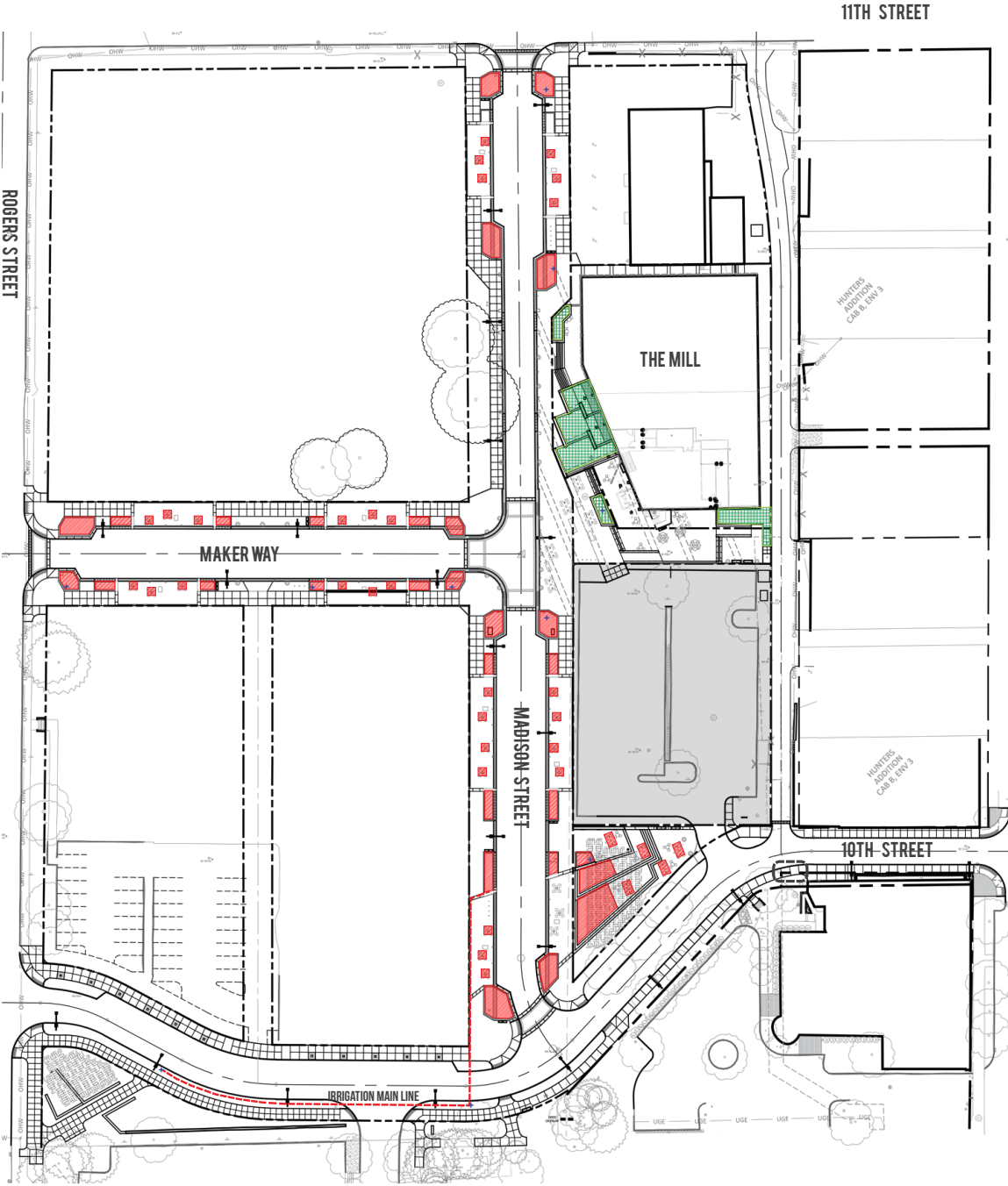
	PUBLIC RIGHT-OF-WAY
	PUBLIC RIGHT-OF-WAY ALLEY
	THE MILL PARCEL
	FUTURE COMMON AREA
	PRIVATE PROPERTY

FURNISHINGS

	POWER STATION		BIKE RACKS
	CHARGING STATION		PAVERGRATE
	SECURITY BOLLARD		TREEGRATE
	ENTRY MARKER		LIGHT POLE WITH BANNER
	PLANTER POT		LIGHT POLE

	TRASH & RECYCLING RECEPTACLES
	TABLE & CHAIRS WITH UMBRELLA
	CAFE TABLE & CHAIRS
	BENCH

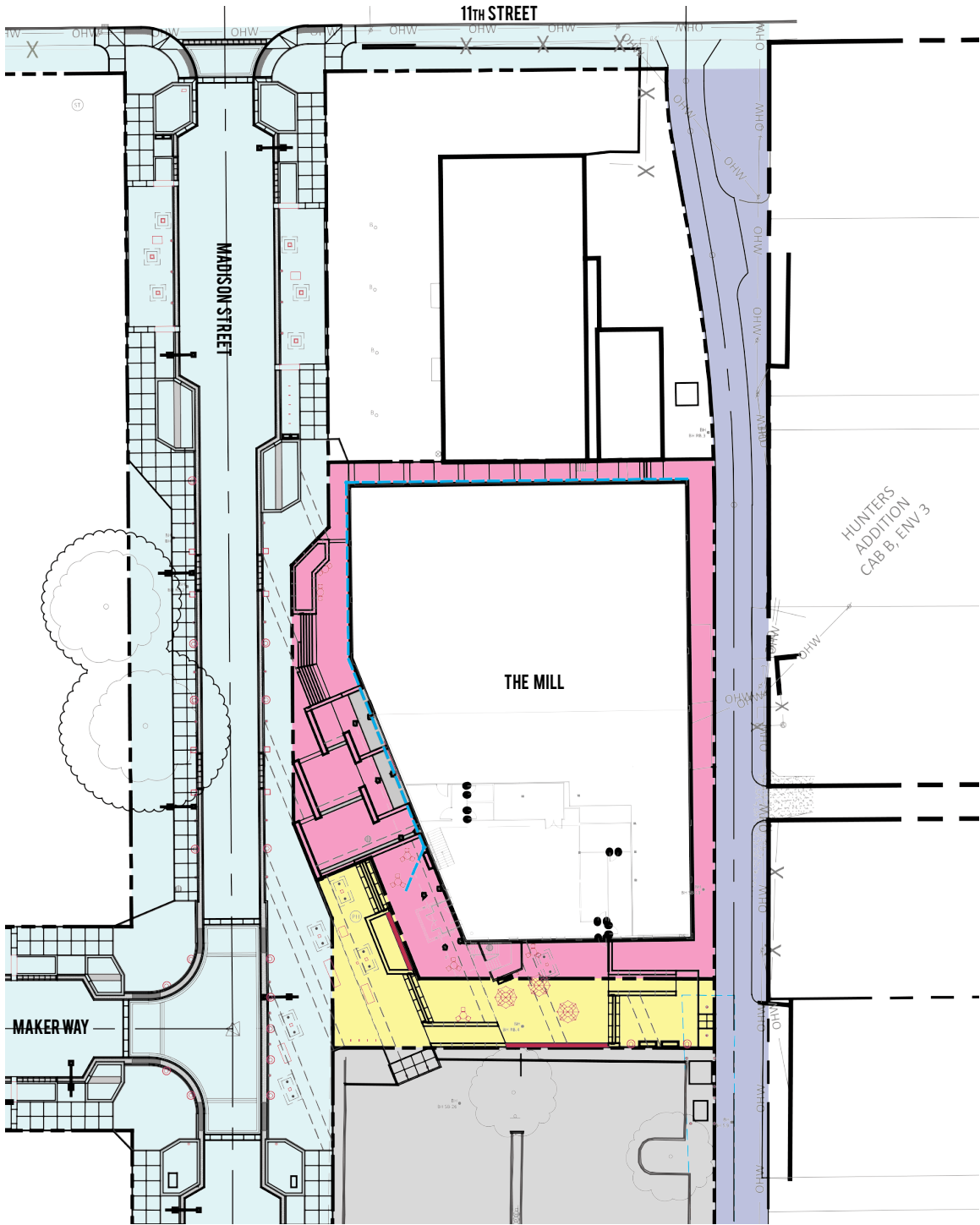




IRRIGATED LANDSCAPE BEDS

-  SITE + INFRASTRUCTURE
-  THE MILL
-  QUICK COUPLER LOCATIONS





PROPERTY CONTROL

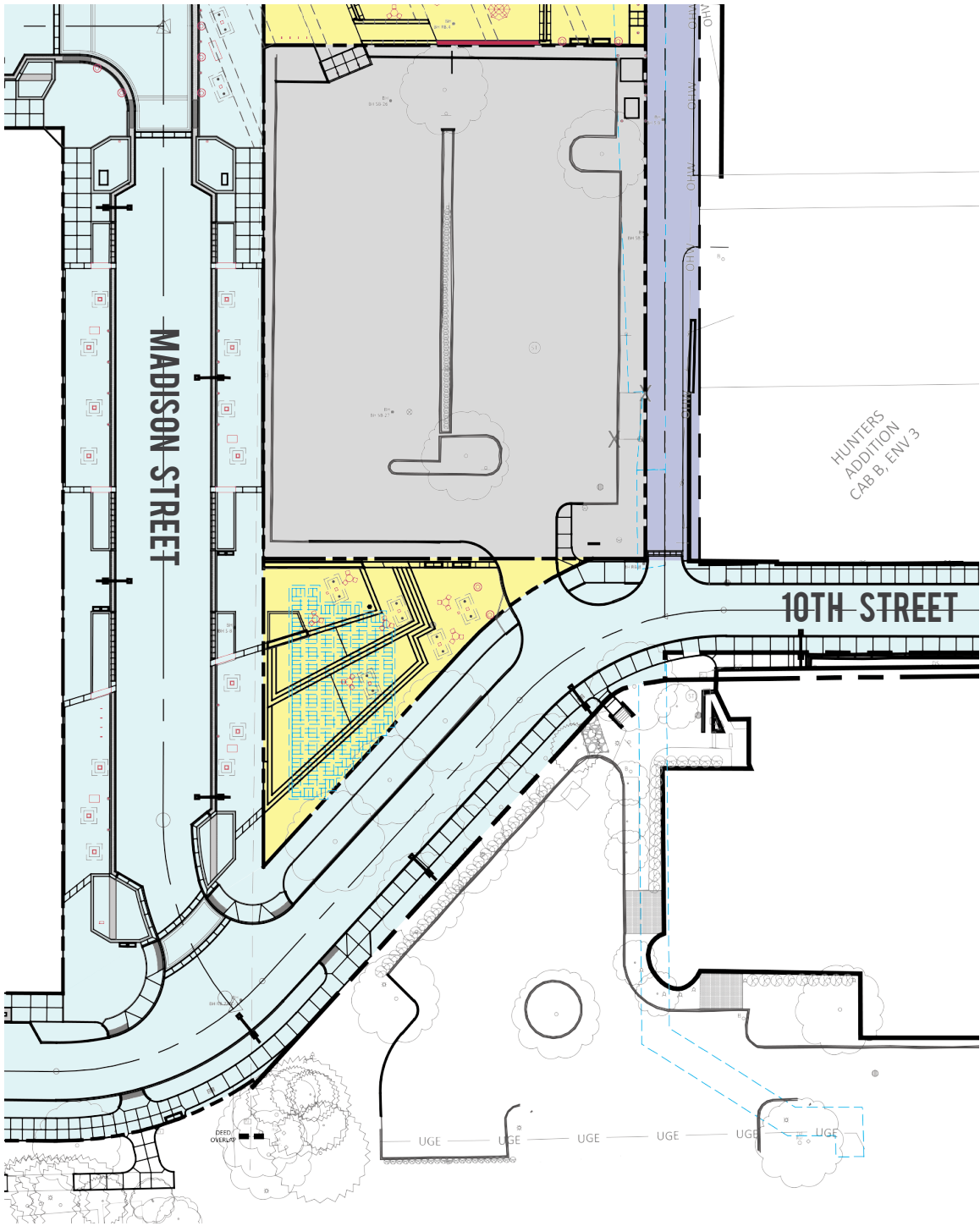
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- FUTURE COMMON AREA
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FURNISHINGS

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- ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE

- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH





PROPERTY CONTROL

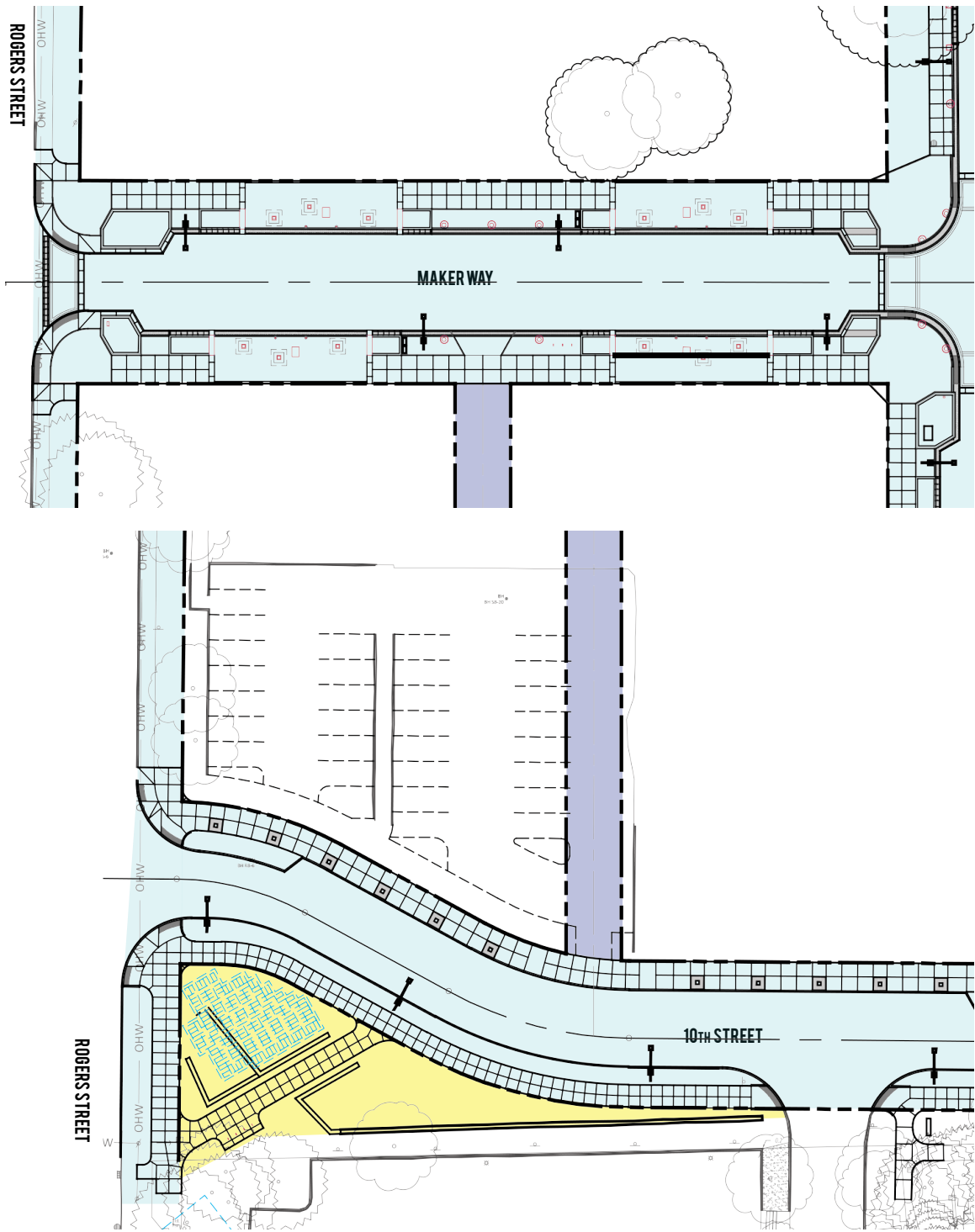
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- PUBLIC RIGHT-OF-WAY ALLEY
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- PRIVATE PROPERTY

FURNISHINGS

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- ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE

- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH





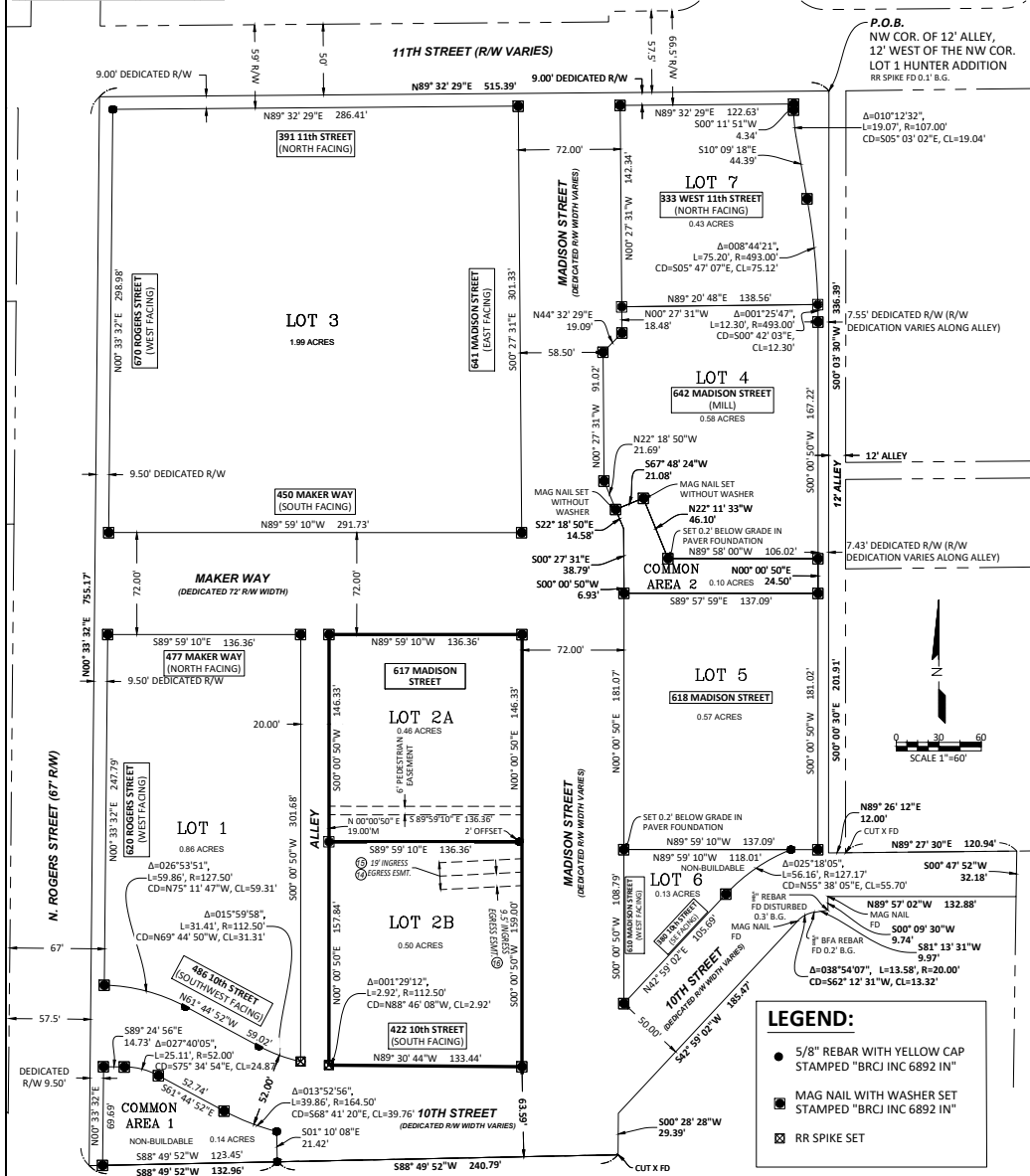
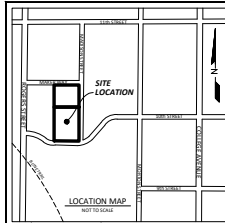
PROPERTY CONTROL

- PUBLIC RIGHT-OF-WAY
- PUBLIC RIGHT-OF-WAY ALLEY
- THE MILL PARCEL
- FUTURE COMMON AREA
- PRIVATE PROPERTY

FURNISHINGS

- POWER STATION
- CHARGING STATION
- SECURITY BOLLARD
- ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE
- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH





S:\Jobs\10900-10999\10982 TRADES DISTRICT LOT 2 PLAT AMENDMENT\DRAW\CD\10982_LOT2_PLAT_AMENDMENT.dwg

TRADES DISTRICT LOT 2 AMENDMENT FINAL PLAT

A PART OF TRADES DISTRICT AMENDMENT 1 FINAL PLAT,
A PART OF THE NORTHEAST QUARTER OF SECTION 32,
AND A PART OF THE NORTHWEST QUARTER OF SECTION 33,
T9N, R1W, BLOOMINGTON, INDIANA

RECORDER'S STAMP

AUDITOR'S STAMP

TRADES DISTRICT LEGAL DESCRIPTION

A part of the Trades District Final Plat as recorded as Instrument Number 2018005027, a part of the Northeast quarter of Section 32, and a part of the Northwest Quarter of Section 33 all in Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as being the Trades District Amendment 1 Final Plat certified by Matthew M. Knay, LS20080146, February 14, 2019 as Bledsoe Riggert Cooper & James, Inc. Job number 8120 as follows:

BEGINNING At the Northwest corner of a 12 foot wide alley being 12 feet west of the Northwest Corner of Lot 1 in Hunter Addition to the City of Bloomington; thence along the west line of said alley the following Two (2) courses:
1) SOUTH 00 degrees 03 minutes 30 seconds EAST, 201.91 feet; thence leaving said west line, NORTH 89 degrees 26 minutes 12 seconds EAST, 12.00 feet to the north right-of-way line of 10th Street; thence NORTH 89 degrees 27 minutes 30 seconds EAST, along said north right-of-way, 120.94 feet; thence leaving said north right-of-way, SOUTH 00 degrees 47 minutes 52 seconds WEST, 32.18 feet to the south right-of-way line of 10th Street; thence along said south right-of-way the following Seven (7) courses:
1) NORTH 89 degrees 57 minutes 02 seconds WEST, 132.88 feet; thence
2) SOUTH 00 degrees 09 minutes 30 seconds WEST, 9.74 feet; thence
3) SOUTH 81 degrees 13 minutes 31 WEST, 9.97 feet to a non-tangent curve concave to the southeast, having a radius of 20.00 feet, a chord bearing of SOUTH 62 degrees 12 minutes 31 seconds WEST, and a chord length of 13.32 feet; thence
4) southwesterly along said curve 13.58 feet; thence
5) SOUTH 42 degrees 59 minutes 02 seconds WEST, 185.47 feet; thence
6) SOUTH 00 degrees 28 minutes 28 seconds WEST, 29.39 feet; thence
7) SOUTH 88 degrees 49 minutes 52 seconds WEST, 240.79 feet; thence leaving said south right-of-way, SOUTH 88 degrees 49 minutes 52 seconds WEST, 132.96 feet to the east 57.5 foot right-of-way line of North Rogers Street; thence NORTH 00 degrees 33 minutes 32 seconds EAST, along said east right-of-way, 755.17 feet to the south 50 foot right-of-way line of 11th Street; thence leaving said east right-of-way, NORTH 89 degrees 32 minutes 29 seconds EAST, along said south right-of-way line of 11th Street, 515.39 feet to the Point of Beginning, containing 8.69 acres, more or less and subject to all legal rights of way and easements.

NOTES:

1. THE INITIAL FIELD WORK WAS PERFORMED MARCH 2014 THROUGH MARCH 2017. FIELDWORK TO DIVIDE LOT 2 INTO LOT 2A AND 2B PERFORMED APRIL 2022.
2. ALL REBAR SET ARE 5/8-INCH WITH YELLOW PLASTIC CAP STAMPED "BRCI INC 6892IN"
3. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM STATIC GPS OBSERVATIONS DATED SEPTEMBER 13, 2016 AND POST-PROCESSED USING OPUS (INCS ONLINE POSITIONING USER SERVICE). REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 1302 WEST, U.S. SURVEY FEET. THESE COORDINATES DIFFER BY AS MUCH AS 2.0 FEET FROM THE PUBLISHED DATA ESTABLISHED BY THE CITY OF BLOOMINGTON UTILITIES CONTROL MONUMENTATION SURVEY DATED APRIL 30, 1998.
4. THIS PLAT IS NOT COMPLETE WITHOUT THE ASSOCIATED RETRACEMENT BOUNDARY SURVEY REPORT AND REPORT OF SURVEY RECORDED SEPARATELY AS INSTRUMENT NO. 2017003363.
5. REFER TO INSTRUMENT NO. 2019002507 AND INSTRUMENT NUMBER 2018005027 FOR EASEMENT INFORMATION AND ADDITIONAL REPORT OF SURVEY INFORMATION.
6. THE PURPOSE OF THIS PLAT IS TO DIVIDE LOT 2 INTO LOT 2A AND LOT 2B.

FLOOD ZONE:

FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA, PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 18105C0141D EFFECTIVE DECEMBER 17, 2010.

OWNER/DEVELOPER

City of Bloomington Redevelopment Commission
401 West 17th Street
Bloomington, IN 47404

RECORD INFORMATION

City of Bloomington Redevelopment Commission
Instrument Number 2011012088

ZONING

Subject: MD-ST
Adjoiners: MD-ST

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field. All existing easements may not be shown and those shown may not be shown in their entirety on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Certified this 26th day of January, 2023.

Christopher L. Porter
Christopher L. Porter
Professional Surveyor No. LS21200022
State of Indiana

EASEMENT ITEMS AS OF MARCH 28, 2018

(OFFICE OF THE RECORDER OF MONROE COUNTY, IN.)

14. Deed Record 142, Page 490
15. Deed Record 146, Page 62
16. Deed Record 176, Page 60

OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission, being the owner of the described real estate herein, do hereby layoff and plat the same into two lots in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Trades District Lot 2 Amendment Final Plat.

In Witness Whereof, the City of Bloomington Redevelopment Commission, have executed this instrument and caused their names to be subscribed thereto, this ____ day of _____, 2023.

City of Bloomington Redevelopment Commission

By _____

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, _____, personally appeared and acknowledged the execution of this instrument this ____ day of _____, 2023.

Notary _____

Notary Signature _____

My commission expires: _____

County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: _____, 2023

APPROVED BY THE CITY BOARD OF PUBLIC WORKS AT A MEETING HELD: _____, 2023

Director of Planning & Transportation Department

Chair of Plat Committee

President of Board of Public Works

Member of Board of Public Works

Member of Board of Public Works



Bledsoe Riggert Cooper & James
BR CJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: cporter@brccivil.com
PLAT DATED: January 26, 2023 JOB # 10982

24-67
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR PUBLIC ART IN 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 Hopewell East (formerly Phase 1 East) redevelopment (“Hopewell East Project”); and
- WHEREAS, as part of the Hopewell East Project, the City is constructing a greenway park that will be operated by the Bloomington Parks & Recreation Department. The park is a capital project of the City; and
- WHEREAS, Bloomington has Percentage for the Arts program codified in B.M.C. § 2.12.021, which devotes at least 1% of the budget from the City’s capital projects to the expansion of public art; and
- WHEREAS, after evaluating public submissions for a public art installation in Hopewell East, staff have selected the proposal from Jonathan Racek to fabricate and install his custom-designed work called “Undulate” (“Services”); and
- WHEREAS, staff have negotiated an agreement with Racek to fully design, fabricate, and install the artwork in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) (“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 reaffirms that the Project has a valid public purpose and is an appropriate use of the Consolidated TIF.
3. The RDC hereby approves the Agreement with Jonathan Racek attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) to pay for the public art Services, pursuant to the terms of the Agreement.
4. Nothing in this Resolution shall remove the requirement to comply with the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT
AND
JONATHAN RACEK
FOR
PUBLIC ART IN HOPEWELL COMMONS**

This Agreement is made and entered into on this ____ day of September, 2024, by and between the City of Bloomington Economic and Sustainable Development Department (“City”) and Jonathan Racek (“Artist”), (collectively “Parties”).

WITNESSETH:

WHEREAS, the City has established a Percentage for the Arts Program codified as B.M.C. § 2-12.021, which requires at least one percent of any city capital project budget to be used for the installation of public art in the community; and

WHEREAS, the City wishes to highlight the role of public art in the community and its Percentage for the Arts Ordinance by addition of a public art work in Hopewell Commons, which qualifies as a city capital project; and

WHEREAS, the City requires the services of a professional Artist in order to design, fabricate and install art in Hopewell Commons (the “Services” as further defined below); and

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

WHEREAS, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create Artwork; and

WHEREAS, the Artist and the City wish to undertake the obligations expressed herein:

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

Article 1. Scope of Services

The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design, fabrication, and installation of the Artwork described in the Artist’s response to the City’s Request for Qualifications and attached and described in Exhibit A, “Proposal”, attached to and incorporated into this Agreement, at the location described in Exhibit B (“Site”). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

Article 2. Artist's Obligations

- 2.1 Artist 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 3.
- 2.2 Artist shall complete the Services required under this Agreement on or before July 1, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.
- 2.3 In the performance of Artist's work, Artist agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Holly Warren as the City's Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.
- 2.2 The Artist shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, and safety devices and procedures at the Site, the Artist's proposal shall be reviewed by the City or its designee, as necessary, for approval by the City to ensure compliance with these objectives.
- 2.3 The Artist shall prepare the Artwork design and corresponding budget as provided in Article 5 of this Agreement for the approved proposal.
- 2.4 Prior to submitting a Final Design, the Artist will gain an understanding of the Site's unique characteristics and coordinate with the City or its designee, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation.
- 2.5 Throughout the Project, the Artist shall provide the City or its designee sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and to obtain any necessary approvals.
- 2.6 The Artist shall complete the installation of the Artwork by July 1, 2025, and in accordance with the schedule as provided in Article 7 of this Agreement.
- 2.7 The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- 2.8 The Artist shall arrange the transportation and installation of the Artwork in consultation with the City or its designee. If the Artist does not personally install the Artwork, the Artist shall supervise and approve the installation. The Artist is responsible for the installation of the Artwork and for any repair or replacement of any of the site's components that are damaged or negatively impacted as part of the installation.

- 2.9 The Artist shall provide the insurance specified in Article 21 and **Exhibit G**, attached hereto and made a part of this Agreement.
- 2.10 The Artist shall provide the City with a list of all subcontractors and a copy of the agreement between the Artist and each subcontractor.
- 2.11 The Artist shall provide a maintenance manual with a written description of all materials and products utilized in the Artwork and the required care and upkeep involved (“Maintenance Manual”), which shall be attached and incorporated into this Agreement as Attachment 3.
- 2.12 The Artist shall provide photographic documentation of the Artwork as requested by the City.
- 2.13 The Artist shall be available with reasonable advance notice for meetings, ceremonies, and any similar meetings or events, as necessary.
- 2.14 The Artist acknowledges that, except as otherwise provided herein, until final acceptance of the Artwork by the City under Article 10, any injury to property or persons caused by the Artist’s Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist’s Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist’s Artwork, regardless of where such loss occurs.

Article 3. Standard of Care

Artist shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Artist’s profession in the location and at the time of the rendering of the services. Artist shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Artist’s performance. Upon notice to Artist and by mutual agreement between the parties, Artist will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 4. City of Bloomington’s Obligations

- 4.1 The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- 4.2 The City shall be responsible for providing the Artist, at no expense to the artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform.
- 4.3 The City shall be responsible for compliance with applicable laws and regulations with the

exception of required licenses, permits and similar authorizations required to be secured by the Artist under Article 2.7, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

- 4.4 The City shall be responsible for preparation of the Site in accordance with the specifications detailed in the Final Design in Article 8.4 of this Agreement. The Artist and the City will cooperate to determine reasonable costs for those items that the City will be responsible for in order to prepare the Site for the timely transportation and installation of the Artwork. The City shall be responsible for the completion of Site preparations by the scheduled installation start date as provided in Article 7 of this Agreement or shall notify the Artist in writing of any delays.
- 4.5 The City shall be responsible for the installation of a plaque on or near the Artwork containing a credit to the Artist.
- 4.6 The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

Article 5. Budget and Compensation

- 5.1 The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.2 Upon approval by the City, the budget shall be incorporated into and made a part of this Agreement by reference as part of Exhibit A-1.
- 5.3 The City shall pay Artist for all fees and expenses in an amount not to exceed a total of One Hundred Thousand Dollars (\$100,000.00) based on the fee payment schedule set forth in Exhibit C. The final budget to be prepared by the Artist pursuant to the provisions of this Article shall include all goods, services and materials, with such costs itemized. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- 5.4 Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Artist within forty-five (45) days of receipt of invoice. Artist shall submit an invoice 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.
- 5.5 Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

Holly Warren
City of Bloomington

401 N. Morton, Suite 150
Bloomington, Indiana 47404
Holly.warren@bloomington.in.gov
Copy to: esd@bloomington.in.gov

- 5.6 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.
- 5.7 Artist 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 6. 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 8 herein.

Article 7. Schedule

Artist shall submit a proposed schedule, which will be attached to this Agreement as Exhibit C, for the fabrication and installation of the Artwork, including a schedule for submission of progress reports and inspections, if any, to the City for approval. Artist shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Design

8.1 Concept/Schematic

- a. Within 30 days of the execution of this Agreement, the Artist shall submit to the City's Project Manager the proposed design (the "Schematic Design") in the form of detailed color drawings, models, and/or other documents as are required to present a meaningful representation of the Artwork. The Schematic Design will include a description of the method by which the Artwork is to be fabricated and installed; a description of any operational, maintenance and conservation requirements for the Artwork; a description of the installation of the Artwork at the Site and any site preparations that may be required by the City including, but not limited to, any changes or modifications to any utility system or structure of the Site as necessary within a reasonable cost and as required by the City. The Schematic Design shall include a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Schematic Design of the Artwork shall be incorporated into and made a part of this Agreement by reference as Attachment 1.
- b. The Artwork must be durable, taking into consideration that the Site is an unsecured

public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

- c. The Schematic Design must include sufficient detail to permit the City to determine compliance with applicable local, state or federal laws, ordinances and/or regulations.
- d. When the Artist submits the Schematic Design to the City or its designee for approval, the Artist shall also submit a detailed budget for approval for the design, fabrication and installation of the Artwork, including costs for Site preparation, as described in Article 5 of this Agreement.

8.2 Approval

- a. Within 15 days after the Artist submits the Schematic Design, the City will review the submitted Schematic Design. The City or its designee shall notify the Artist whether it approves or disapproves of the Schematic Design. The City shall have discretion to approve outright, approve with conditions, or disapprove the Schematic Design.
- b. The City or its designee shall notify the Artist of any revisions to the Schematic Design determined by the City to be necessary for the Artwork to comply with applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Schematic Design.

8.3 Redesign

- a. If the City disapproves of the Schematic Design, the City or its designee will notify the Artist in writing of the reasons for such disapproval. In such event, the Artist will submit a Revised Design within 10 days after City staff has notified the Artist of its disapproval, addressing the identified reasons. This process shall continue until the City approves the Revised Design. The Artist will not be paid additional fees for the Revised Design(s).
- b. The Revised Design will reflect changes made to address the stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The City or its designee shall notify the Artist in writing whether the City approves or disapproves of the Revised Design within 10 days after the Artist submits the Revised Design.
- c. If the Artist refuses to revise the Schematic Design pursuant to Article 8.3(a), or if the Artist fails to adequately revise the Schematic Design in the judgment of the City, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the City submits its written disapproval of the Revised Design to the Artist. The City shall submit to the Artist a written termination notice with the disapproval. The termination notice shall advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is

entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Schematic Designs, Revised Designs and renderings thereof submitted hereunder.

8.4 Final Design/Construction Documents and Engineering Review

- a. The Artist shall prepare structural drawings for the approved Schematic Design (“Final Design”) detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, and shall identify any subcontractors needed to work on the project, including the work to be performed by the subcontractors.
- b. The Artist shall present such drawings to a qualified engineer, licensed by the State of Indiana and paid by the Artist, for certification that the Artwork will be of adequate structural integrity, and the Artist shall provide the City with such certification, signed and stamped by the licensed engineer. If deemed necessary to the evaluation of the Artwork’s structural integrity, the City shall grant site access to the Artist’s qualified engineer prior to certification.
- c. The Artist shall provide a detailed narrative description of the artwork with explicit detail regarding the overall form or design, scale, dimensions, color, and surface treatment of the Artwork. The Final Design shall be incorporated into and made a part of this Agreement by reference as Attachment 2.

Article 9. Installation

- 9.1 Upon the City’s final approval of the fabricated Artwork as being in conformity with the Final Design, the Artist shall deliver and install the completed Artwork to the Site in accordance with the agreed-upon schedule as detailed in Article 7 and Exhibit C of this Agreement.
- 9.2 The Artist will coordinate closely with the City or its designee to ascertain that the Site is prepared to receive the Artwork. The Artist must notify the City or its designee of any adverse conditions at the Site that would affect or impede the installation of the Artwork.
- 9.3 The Artist is responsible for timely installation of the Artwork. Site access procedures will be identified in coordination with the development of the Artwork design and installation schedule. The Artist may not install the Artwork until authorized to do so by the City.
- 9.4 The Artist will inform the City of the intent to enter into subcontracts for any part of the installation of the Artwork.
- 9.5 The Artist and any assistants or installation subcontractors shall, at the discretion of the City, participate in safety training classes for the purpose of accessing construction zones or City property.

- 9.6 The Artist shall supervise the installation of the Artwork.
- 9.7 Upon installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork (“Maintenance Manual”), along with product data sheets for any material or finish used.
- 9.8 Upon written acceptance of the installation by the City in accordance with the provisions of Article 10 herein, the Artwork shall be deemed to be in the custody of the City for purposes of Article 2.14 and Article 10 of this Agreement.
- 9.9 The City is responsible for the proper care and maintenance of the Artwork after written acceptance of the installation.

Article 10. Approval and Acceptance

- 10.1 The Artist shall notify the City in writing when all services have been completed in substantial conformity with the requirements of this Agreement and that the Artwork is ready for approval and acceptance.
- 10.2 The City shall, within 10 days after the Artist submits written notice pursuant to Article 10.1, notify the Artist of its final acceptance of the Artwork. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Final Design, and that the City confirms that all services as required of the Artist have been completed.
- 10.3 If the City disputes that all the services have been performed, the City or its designee shall notify the Artist in writing of those services the Artist has failed to perform within 10 days after the Artist submitted written notice pursuant to Article 10.1 above. The Artist shall promptly perform those services indicated by the City.
- 10.4 If the Artist disputes the City’s determination that not all services have been performed, the Artist shall submit reasons in writing to the City or its designee within 10 days of the City’s notification. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.
- 10.5 Upon the resolution of any disputes that arise under this Article 10, the City or its designee shall notify the Artist of its final acceptance of the Artwork.
- 10.6 After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. The City or its designee shall be solely responsible for coordinating public information materials and activities related to public presentations.

Article 11. Artist’s Representations and Warranties

11.1 Warranties of Title

11.1.1 The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist.
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere.
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- e. The Artwork is free and clear of any liens from any source whatsoever.
- f. All Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, and ordinances, and with all necessary care, skill, and diligence.

11.1.2 These representations and warranties shall survive the termination or expiration of this Agreement.

11.2 Warranties of Quality and Condition

The Artist represents and warrants that:

11.2.1 All work will be performed in accordance with professional standards consistent with the profession in the location and at the time of the rendering of the services and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by the City under Article 10.

11.2.2 The Artwork and the materials used are not currently known to be harmful to public health and safety.

11.2.3 Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Article 9.7.

11.2.4 If within two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily, and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

11.2.5 If within two years after Final Acceptance, the City observes a breach of warranty described in this Article 11.2 that is not curable by the Artist, the Artist shall be responsible for reimbursing the City for damages, expenses, and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Article 11.2 of this Agreement.

11.2.6 If after two years after Final Acceptance the City observes any breach of warranty described in this Article 11.2 that may be curable by the Artist, the City, at its discretion, has the option to either:

- a. Contact the Artist to make or supervise repairs or restorations at a reasonable fee; or
- b. Seek the services of a qualified restorative conservator and maintenance expert.

11.3 Acceptable Standard of Display

11.3.1 The Artist represents and warrants that:

- a. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
- b. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.
- c. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.
- d. To the extent the Artwork incorporates products covered by a manufacturer's warranty, the Artist shall provide copies of such warranties to the City.

11.3.2 The warranties in Article 11.3.1 are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

11.4 Maintenance

11.4.1 In accordance with Article 2.11, the Artist shall provide the City with a detailed Maintenance Manual with a description of all materials and products utilized in the Artwork and instructions for the required care and upkeep necessary to maintain the Artwork. The City recognizes that maintenance will be a regular part of the upkeep

on the Artwork, and the City will be solely obliged to maintain the Artwork after Final Acceptance, as defined and outlined in Article 10. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Artwork will be made. To the extent practical and if the Artist has maintained current address and contact information with the City, the City shall give the Artist an opportunity to consult on repairs or restorations in addition to those described in the Maintenance Manual during the ten (10) years following Final Acceptance of the Artwork.

Article 12. 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 Artist. Artist shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Artist 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 Artist'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 Artist in connection with this Agreement shall become the property of the City, as set forth in Article 16 herein.

Article 13. Identity of the Artist

Artist 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 Artist has represented will be responsible there for. Artist thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Artist. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Artist's personnel or proposed outside professional sub-contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Artist shall represent the best judgment of Artist based upon the information currently available and upon Artist's background and experience with respect to projects of this nature. It is recognized, however, that neither Artist 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, Artist 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 15. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Artist 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 Artist will be at the City's sole risk and without liability or legal exposure to Artist. The City shall indemnify, defend, and hold harmless the Artist against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 16. Ownership of Documents and Intellectual Property

- 16.1 All documents, drawings and specifications, including digital format files, prepared by Artist and furnished to the City as part of the Services shall become the property of the City for possible exhibition. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Artist.
- 16.2 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate two-or three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.
- 16.3 The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner. All reproductions by the City shall contain a credit to the Artist in substantially the following form: [Artist's name, Artwork title, date of publication].
- 16.4 The City is not responsible for any third party infringement of the Artist's copyright and is not responsible for protecting the intellectual property rights of the Artist.

Article 17. Artist's Rights and Alteration or Removal of Artwork

- 17.1 The Artist retains all rights under state and federal laws, including Section 106A of the Copyright Act of 1976 (17 U.S.C. § 106A).
- 17.2 The City agrees that it will not intentionally alter, modify, change, destroy, damage, remove, or relocate the Artwork without first notifying the Artist. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City shall make a reasonable effort to maintain the integrity of the Artwork.
- 17.3 If any alteration or damage to the Artwork occurs, or the Artwork is removed or relocated, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the written request. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published

prior to the City's receipt of such written request. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

- 17.4 Article 17 is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Article 18. Permanent Record

The City shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

Article 19. Independent Contractor Status

During the entire term of this Agreement, Artist 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. Artist 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 20. Indemnification

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

Article 21. Insurance

During the performance of any and all Services under this Agreement, Artist 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 as required by Indiana law.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile 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.

Artist shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement, which shall be attached to this Agreement as Exhibit G. Approval of the insurance by the City shall not relieve or decrease the extent to which Artist may be held responsible

for payment of damages resulting from Artist's provision of the Services or its operations under this Agreement. If Artist 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 22. Conflict of Interest

Artist 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. Artist agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 23. 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 24. 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 25. Assignment

Neither the City nor the Artist 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 26. Third Party Rights

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

Article 27. 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 28. Non-Discrimination

Artist shall comply with City of Bloomington Ordinance 2.23.100, et seq., and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

The Artist understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Artist believes that a City employee engaged in such

conduct towards the Artist and/or any of its employees, the Artist or its employees may file a complaint with the City department head in charge of the Artist'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 29. Compliance with Laws

In performing the Services under this Agreement, Artist 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, Artist 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 30. E-Verify

Artist 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). Artist shall sign an affidavit, attached as Exhibit E, affirming that Artist 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.

Artist and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Artist or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Artist or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Artist or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Artist or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Artist or subcontractor did not knowingly employ an unauthorized alien. If the Artist 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 Artist. If the City terminates the contract, the Artist or subcontractor is liable to the City for actual damages.

Artist shall require any subcontractors performing work under this contract to certify to the Artist 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. Artist shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 31. Steel or Foundry Products

31.1 To comply with Indiana Code Chapter 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the

performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the City feel that the cost of domestic steel or foundry products is unreasonable; the City will notify the Artist in writing of this fact.

31.2 Domestic Steel Products are defined in Ind. Code § 5-16-8-1 as follows:

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

31.3 Domestic Foundry Products are defined as “Products cast from ferrous and nonferrous metals by foundries in the United States.”

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

31.5 The City may not authorize or make any payment to the Artist unless the City is satisfied that the Artist has fully complied with this provision.

Article 32. Notices

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

City:

Holly Warren
Economic and Sustainable Development
City of Bloomington
401 N Morton Street, Suite 150
Bloomington, IN 47403

Artist

Jonathan Racek
1303 S. Rechter Place
Bloomington, IN 47401

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

Article 33. Intent to be Bound

The City and Artist 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 34. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Artist. 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 35. Non-Collusion

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, 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. Artist shall sign an affidavit, attached hereto as Exhibit F, affirming that Artist has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated by reference as though fully set forth.

[Signature page follows.]

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

JONATHAN RACEK

Jonathan Racek, Artist

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

**CITY OF BLOOMINGTON ECONOMIC AND
SUSTAINABLE DEVELOPMENT DEPARTMENT**

Jane Kupersmith, Director

BLOOMINGTON REDEVELOPMENT COMMISSION

President

EXHIBIT A
Proposal

[See Attached]

Application: 0000000004

Jonathan Racek - jonracek@indiana.edu
Request for Artist Proposals: Hopewell Art Installation

Summary

ID: 0000000004

Status: Your application was submitted for review.

Last submitted: Jun 19 2024 07:56 PM (UTC)

Request for Artist Proposals: Hopewell Art Installation Application

Completed - Jun 19 2024

Request for Artist Proposals: Hopewell Art Installation Application

Name

Jon Racek

Address

1303 S. Rechter Place
Bloomington, IN 47401

Email Address

jonracek@iu.edu

Phone Number

6179215445

Please submit up to 10 renderings of the proposed installation.

[Location.png](#)

Filename: Location.png **Size:** 3.6 MB

[Image2.png](#)

Filename: Image2.png **Size:** 3.8 MB

[Image3.png](#)

Filename: Image3.png **Size:** 2.4 MB

[Image3_000.png](#)

Filename: Image3_000.png **Size:** 4.1 MB

[Image4.png](#)

Filename: Image4.png **Size:** 4.5 MB

[Image5.png](#)

Filename: Image5.png **Size:** 4.9 MB

[Image8.png](#)

Filename: Image8.png **Size:** 3.0 MB

[Image12_000.png](#)

Filename: Image12_000.png **Size:** 4.3 MB

[Image13.png](#)

Filename: Image13.png **Size:** 4.4 MB

[Image11.png](#)

Filename: Image11.png **Size:** 4.4 MB

Please provide a written description of the installation, including materials, dimensions, and location.

Public Art Installation Proposal: Undulate

Description:

Undulate is a large-scale, eye-catching public art sculpture that winds through the new Wetland Garden of the Hopewell Neighborhood. Inspired by the smooth, wavy movements of waves, this artwork is meant to grab attention and get people excited as they explore the park. Instead of a singular piece of artwork, Undulate is a landscape incorporating forms that serve as benches, playground equipment, Instagram settings as well as more sculptural forms.

Materials:

Constructed from custom yellow large-diameter ductwork, the piece utilizes a familiar industrial material in an unexpected way, transforming it into an artistic element that stands out and complements the park's aesthetic. The ductwork would be filled with concrete at certain locations to stabilize and anchor the forms to the ground.

Dimensions:

- Total Length: 170 feet
- Diameter: 2-4 feet (ductwork)
- Height: Varies, with peaks reaching up to 20 feet above the ground and valleys dipping close to the surface.

Details:

1. Structure and Form:

- The ductwork is shaped into a sinuous form that undulates across the park's terrain.
- It is securely anchored at multiple points, creating loops and arcs that appear to weave in and out of the landscape.
- The yellow ductwork is coated with a weather-resistant finish to maintain its vibrant color and ensure long-term durability.

2. Lighting:

- Embedded LED lighting within the ductwork enhances the sculpture's effect, causing it to glow softly from within as dusk falls.
- The lighting could vary in intensity and color, simulating the natural undulation of waves through the landscape.

3. Interactivity:

- The form of the ductwork invites park-goers to interact with. The forms can be sat on, leaped from one to another, walked underneath and climbed on.
- The sculpture's approachable design encourages physical interaction, allowing visitors, especially children, to touch and explore its form.

- The forms encourage settings for social media.

4. Landscape Integration:

- The sculpture's undulating path harmonizes with the park's layout, integrating natural and planted elements around its base for a seamless fit.
- Undulate acts as a visual focal point, enhancing the park's appeal and offering a unique attraction for both relaxation and interaction.

Undulate embodies movement and fluidity, transforming the park's landscape into a vibrant and engaging artistic experience. By blending industrial materials with organic form, this installation adds aesthetic and interactive value to the park, creating a memorable addition to the Hopewell Commons.

Please provide a design concept overview, including a discussion of how the design reflects the Hopewell Commons site and will engage Commons visitors.

Undulate is a public art installation designed to enhance the Wetland Garden at the Hopewell Neighborhood. This large-scale sculpture reflects the fluid, wave-like motion found in nature, seamlessly blending with the water element of the site's natural landscape. Using bright yellow, large-diameter ductwork, the design transforms industrial materials into captivating, interactive forms that engage visitors. Undulate weaves through the garden, creating a series of dynamic loops and arcs that rise and fall across the terrain.

The sculpture not only provides visual appeal but also serves practical purposes, incorporating seating, playground elements, and Instagram-worthy settings. Its embedded LED lighting adds a soft, glowing effect at dusk, enhancing the overall experience. Visitors can touch, climb, and explore the structure, making it an inviting focal point for both relaxation and play. Instead of a singular sculpture that forces viewers to passively look at it, this engaging and versatile installation enriches the park's environment, offering a memorable attraction for all who visit Hopewell's public spaces.

Please upload a detailed budget, totaling no more than \$100,000.

[Racek - Hopewell Public Art Proposal.pdf](#)

Filename: Racek - Hopewell Public Art Proposal.pdf **Size:** 29.1 kB

Please provide a tentative installation timeline.

Tentative Installation Timeline for "Undulate"

July - August 2024:

- Finalize Design:
- Duration: 8 weeks
- Details: Collaborates with the City of Bloomington to finalize the design details

September 2024:

- Begin Installation:
- Duration: Ongoing throughout September

October 2024:

- Fabrication of Ductwork:
- Duration: 5 weeks (October 1 - November 4)
- Details:
- Week 1-5: Fabrication of the custom and prefabricated ductwork components.

November 2024:

- Powder Coating:
 - Duration: 3 weeks (November 5 - November 25)
 - Details:
 - Week 6-8: Application of the weather-resistant yellow powder coating to the ductwork.
-
- Concrete Pads Poured:
 - Duration: 2 weeks (November 1 - November 14)
 - Details:
 - Week 6-7: Pouring and setting concrete pads to anchor the sculpture securely in the park.

December 2024:

- Lighting Installation:
- Duration: 2 weeks (December 2 - December 15)

- Details:

- Week 10-11: Installation of embedded LED lighting within the ductwork.

December 2024 - January 2025:

- Final Adjustments and Inspection:

- Duration: 2 weeks (December 16 - December 31)

- Details:

- Week 12: Conduct final inspections and make any necessary adjustments to the installation.

- Project Completion:

- Date: January 2025 (or postpone until spring)

- Details: "Undulate" is fully installed, inspected, and ready for public interaction and enjoyment.

Summary of Timeline:

- July - August 2024: Finalize Design (8 weeks)

- September 2024: Begin Installation

- October - November 2024: Ductwork Fabrication (5 weeks)

- November 2024: Powder Coating (3 weeks) and Concrete Pads Poured (2 weeks)

- December 2024: Lighting Installation (2 weeks)

- December 2024 - January 2025: Final Adjustments and Inspection (2 weeks)

- January 2025: Project Completion

Please provide a general maintenance plan for the installation.

General Maintenance Plan for "Undulate"

To ensure the longevity and visual appeal of "Undulate," a regular maintenance schedule and set of procedures are essential. This plan outlines the necessary steps to maintain the sculpture, including inspections, cleaning, repairs, and lighting checks.

1. Routine Inspections

Frequency: Every three months

Tasks:

- Structural Check: Inspect all structural components for signs of damage or wear. Ensure that the ductwork and anchors remain securely attached.
- Coating Inspection: Look for chips, cracks, or fading in the powder coating. Address any issues promptly to prevent further deterioration.
- Lighting Inspection: Observe that lights are functioning correctly. Replace any LED systems as needed.

2. Cleaning

Frequency: As needed

Tasks:

- Graffiti Removal: Promptly remove any graffiti using a non-abrasive cleaner suitable for the powder-coated surface. Consider applying an anti-graffiti coating if problems persist.

EXHIBIT A-1
Budget

Item	Cost
Ductwork <ul style="list-style-type: none"> • Fabrication of mounting plates, mounting brackets, end caps, for tubes, and custom and prefabbed ductwork. • Powder coating of ductwork. • Fabrication and installation by Poynter of Greenwood, IN. 	\$54,000
Concrete <ul style="list-style-type: none"> • Excavate and install concrete footers • Remove and redistribute soils • Once the artwork is set, Artist will install approximately 4 inches of flowable-fill concrete to cover the anchor plates. • Trench and install electrical conduit and wiring to supply the lights (provided by others) • Make all electrical connections. • Backfill all areas. 	\$20,000
LED Lights	\$6,000
Artist Fee (10%)	\$10,000
Contingency	\$10,000
Total	\$100,000

Payment Schedule:

Renderings submitted: 30% paid
 Fabrication complete: 40% paid
 Installation, including led lights complete: 20% paid
 Final inspection, submission of final maintenance plan: 10% paid

EXHIBIT B Hopewell Commons Site



EXHIBIT C

Project Schedule

Summary

- July/August 2024: Finalize Design (8 weeks)
- September 2024: Begin Installation
- October/November 2024: Ductwork Fabrication (5 weeks)
- November 2024: Powder Coating (3 weeks) and Pour Concrete Pads (2 weeks)
- December 2024: Install Lighting (2 weeks)
- December 2024 / January 2025: Final adjustments and inspection (2 weeks)
- January 2025: Project completion

EXHIBIT D
Principal Personnel

- Jonathan Racek, Artist
- Poynter Sheet Metal of Greenwood, IN – Subcontractor for fabrication

EXHIBIT F

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 _____, 2024.

Jonathan Racek

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 _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

Exhibit G
Proof of Insurance

[See Attached]

Attachment 1
Schematic Design

[See Attached]

Attachment 2
Final Design

[See Attached]

Attachment 3
Maintenance Manual

[See Attached]

Staff Report

To: Redevelopment Commission
CC: Larry Allen, RDC Attorney; Jane Kupersmith, Director,
Economic and Sustainable Development
From Holly Warren, Assistant Director for the Arts, ESD
Re: Recommendation of *Undulate* by local artist Jon Racek for
Hopewell Commons 1% for the Arts Commission

The Department of Economic and Sustainable Development recommends the installation of *Undulate* by local artist Jon Racek for the Hopewell 1% for the Arts commission. *Undulate* was chosen by a selection committee composed of members of the Bloomington Art Commission's Public Art Subcommittee and staff from the City's Engineering, Parks, and Economic and Sustainable Development departments. *Undulate* was one of four proposals submitted by finalists for the Hopewell 1% Request for Proposals. The public was invited to provide feedback on each of the four finalist proposals.

Undulate is a large-scale, eye-catching public art sculpture that will wind through the east and west sections of Hopewell Commons. Inspired by the smooth, wavy movements of waves, this artwork is meant to grab attention and get people excited as they explore the park. Instead of a singular piece of artwork, *Undulate* is a landscape incorporating forms that serve as benches, playground equipment, Instagram settings as well as more sculptural forms.

Undulate will be constructed from custom yellow large-diameter ductwork, transforming a familiar industrial material into an artistic element that stands out and complements the park's aesthetic. The ductwork would be filled with concrete at certain locations to stabilize and anchor the forms to the ground. Artist Jonathan Racek is working with a team of structural engineers and fabricators, as well as members of the City's Parks and Engineering departments to ensure the artwork's structural integrity.

The budget for this project is \$100,000, just over half of the approximately \$190,000 allocated for 1% for the Arts projects in the Hopewell development.

Installation of Hopewell is planned for Spring 2025.



[More images](#)

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

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

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000
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.

Step	Description	Estimated Cost	Timeline
1	Consulting	\$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
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$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

7.	Hopewell East	\$17,840,770.01	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 nd 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
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	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
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$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	
15	714 S Rogers Redevelopment	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
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

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
<u>2019</u>	
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 Shrewsberry
22-87	Change Order 1 for Phase 1 East Demolition - Renascent
22-95	Cassady Electric Lighting Relocation Phase 1 East
22-100	Duke Energy Utility Relocation
22-103	Funding for Hopewell Signs
<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 st Street Reconstruction for Hopewell
<u>2024</u>	
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 st 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
24-62	Amendment to Agreement for Security Patrols to Extend Term
24-63	Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____