

AGENDA
REDEVELOPMENT COMMISSION
March 4, 2024, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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Join Zoom Meeting

<https://bloomington.zoom.us/j/87082687962?pwd=5v9SjoWK2S4rbmOFnWKDUK23XbIhOJ.1>

Meeting ID: 870 8268 7962

Passcode: 745030

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 19, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – March 1, 2024 for \$160,686.67
- IV. EXAMINATION OF PAYROLL REGISTERS**–February 23, 2024 for \$35,324.18
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
 - F. Update on Trades District Agreement
- VI. NEW BUSINESS**
 - A. Resolution 24-24: Approval of Amendment to Centerstone Funding Agreement
 - B. Resolution 24-25: Approval of Contract with VET Environmental to Remediate Water Intrusion at 714 S Rogers Street
 - C. Resolution 24-26: Approval of Repairs to the Kohr Administration Building in Hopewell
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, February 19, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deb Hutton presiding:
<https://catstv.net/m.php?q=13264>

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, Randy Cassady, Deb Hutton, and Deborah Myerson attended in person. John West and Sam Fleener (MCCSC Representative) attended via Zoom.

Commissioners Absent: None

City Staff Present: Larry Allen, City Attorney, Legal Dept.; Anna Hanson, Interim Director, HAND; Christina Finley, Financial Specialist, HAND; Heather Lacy, Assistant City Attorney, Legal Dept.; Kendall Knoke, Project Engineer, Engineering; Jessica McClellan, City Controller; Jane Kupersmith, Director, ESD

Others Present: Dave Askins, B Square Bulletin; Sam Dove; and Jen Pearl, BEDC

- II. READING OF THE MINUTES** – Deborah Myerson moved to approve the February 5, 2024 minutes. Sue Sgambelluri seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTERS** – Randy Cassady moved to approve the claim register to February 16, 2024, for \$958,148.01. John West seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for February 9, 2024, for \$33,254.79. Sue Sgambelluri seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director’s Report.** Anna Hanson reported internal flooding last night at 714 S. Rogers Street, which is the second occurrence this year. Staff is currently evaluating whether to recommend mold mitigation and water intrusion cleanup or move forward with demolition. A recommendation will be brought to the RDC for a final decision.
- Staff answered questions from the commissioners.
- B. Legal Report:** Larry Allen was available to answer questions.
- C. Treasurer’s Report:** Jessica McClellan reported that the Consolidate TIF fund balance is approximately \$26.5 million and the “444-account” balance is approximately \$2.46 million. She also reported working to reinstate the TIF project status report to include in the commission packet once a month.
- D. Business Development Updates:** Jane Kupersmith was available to answer questions.
- E. Hopewell Update:** Larry Allen gave a brief update on Hopewell's activities. The Kohr Building is still undergoing its federal National Environmental Police Act (NEPA) review. This review is required by Housing and Urban Development (HUD) to qualify for the use of Federal HOME funds on the site. City is coordinating with the development team led by Brinshore and the Bloomington Housing Authority’s Summit Hill Community Development Corporation to transfer the property for redevelopment. Staff anticipate that they will submit the agreements to the RDC next month.

Preliminary findings for the garage study were received. The findings are being reviewed by the parking staff and administration.

The RDC's contractor, Renascent, began demolition at Hopewell South, and the demolition should be completed in approximately 16 weeks. The property at 615 W. 1st is currently on a 30-day hold for demolition from the Historic Preservation Commission to see if there are candidates who may want to buy or relocate that house.

VI. NEW BUSINESS

- A. Neighborhood Improvement Grant Council – RDC Volunteer.** Anna Hanson requested a volunteer to serve on the Neighborhood Improvement Grant Council. The council will assist in making funding recommendations for the neighborhood improvement grants.

Randy Cassady volunteered to serve on the Neighborhood Improvement Grant Council.

- B. Resolution 24-16: Approval of Secondary Plat for Hopewell East.** This RDC previously approved the primary plat for Hopewell East. Kendall Knoke stated that this resolution is for approval of the secondary plat which essentially formalizes the creation of all the public rights of way and lots.

Staff answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

John West moved to approve Resolution 24-16. Randy Cassady seconded the motion. The motion passed unanimously.

- C. Resolution 24-23: Approval to Authorize and Execute and Estoppel Certificate Regarding Leased Property.** Larry Allen stated that as part of the development of the Morton Street Garage, originally called the Register Garage, the RDC and the City of Bloomington entered into a ground lease with the Hilton Garden Hotel. Their current lease agreement does not expire until 2053. They are looking to refinance and need the estoppel certificate. The certificate memorialized that there is a lease agreement for a certain number of parking spaces and we agree to the terms of the agreement.

Staff answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-23. John West seconded the motion. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

- XI. ADJOURNMENT** – Randy Cassady moved to adjourn. John West seconded the motion. The meeting adjourned at 5:35 p.m.

Deborah Hutton, President

Sue Sgambelluri, Secretary

Date: _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 03-01-2024 (\$160,686.67)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 02-17-2024 to 03-01-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script, reading "Cheryl Gilliland", written over a horizontal line.

Cheryl Gilliland-Deputy Controller
Controller

In consultation with Anna Hanson, Interim Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 02-17-2024 to 03-01-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in cursive script, reading "Larry Allen", written over a horizontal line.

Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/17/24 - 03/01/24

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 150500 - Housing										
Account 53960 - Grants										
8397 - College Square Apartments LLC	R101-Branson	15-Rent Deposit-S. Branson- 3100 S Walnut St Pk A34	Paid by Check # 78041		02/20/2024	02/20/2024	03/01/2024		03/01/2024	500.00
19172 - Woodland Springs, LLC	R101-Price	15-Rent Deposit-C. Price - 3111 S Leonard Springs	Paid by Check # 78060		02/20/2024	02/20/2024	03/01/2024		03/01/2024	500.00
							Account 53960 - Grants Totals	Invoice Transactions 2		<u>\$1,000.00</u>
							Program 150500 - Housing Totals	Invoice Transactions 2		<u>\$1,000.00</u>
Program 151600 - Title 16										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006193321	15-Public Notices for BHQA Meetings 1-7-2024	Paid by EFT # 57547		02/20/2024	02/20/2024	03/01/2024		03/01/2024	46.00
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$46.00</u>
							Program 151600 - Title 16 Totals	Invoice Transactions 1		<u>\$46.00</u>
							Department 15 - HAND Totals	Invoice Transactions 3		<u>\$1,046.00</u>
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 3		<u>\$1,046.00</u>
Fund 153 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53230 - Travel										
9172 - Anna C Hanson	ROI-012224	15-hotel/mileage reimb-ROI IN Uplands Summit-French Lick-1/22/24	Paid by EFT # 57552		02/20/2024	02/20/2024	03/01/2024		03/01/2024	205.28
							Account 53230 - Travel Totals	Invoice Transactions 1		<u>\$205.28</u>
Account 53390 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1360	15-Social Media Marketing for the HAND Department	Paid by EFT # 57550		02/20/2024	02/20/2024	03/01/2024		03/01/2024	580.00
							Account 53390 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$580.00</u>
							Program 150000 - Main Totals	Invoice Transactions 2		<u>\$785.28</u>
							Department 15 - HAND Totals	Invoice Transactions 2		<u>\$785.28</u>
							Fund 153 - LIT - Economic Development Totals	Invoice Transactions 2		<u>\$785.28</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/24 - 03/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006193540	15-Public Notice for CDBG 2024 Allocations	Paid by EFT # 521		02/20/2024	02/20/2024	03/01/2024		03/01/2024	61.52
								Account 53320 - Advertising Totals	Invoice Transactions 1	\$61.52
Account 53950 - Grants										
47 - Community Kitchen Of Monroe County, INC	JAN 2024	15-CDBG-meals for January 2024 - 661 meals	Paid by EFT # 520		02/20/2024	02/20/2024	03/01/2024		03/01/2024	2,141.64
174 - Hoosier Hills Food Bank INC	CDBG-2.20.24	15-CDBG 2023 Funding Agreement; Nov-Dec 2023 driver time	Paid by EFT # 522		02/20/2024	02/20/2024	03/01/2024		03/01/2024	5,344.75
7932 - Tandem Community Birth Center and PostPartum House	CDBG-2.20.24	15-CDBG Grant - Ramp Installation at 2613 E 3rd	Paid by EFT # 523		02/20/2024	02/20/2024	03/01/2024		03/01/2024	17,970.00
								Account 53960 - Grants Totals	Invoice Transactions 3	\$25,456.39
								Program 150000 - Main Totals	Invoice Transactions 4	\$25,517.91
								Department 15 - HAND Totals	Invoice Transactions 4	\$25,517.91
								Fund 250 - CDBG Totals	Invoice Transactions 4	\$25,517.91
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	240150	15-Hopewell West - Jackson Street 12/30/23-01/26/24	Paid by EFT # 57522		02/20/2024	02/20/2024	03/01/2024		03/01/2024	30,624.00
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00009	15-1st Street Reconstruction - CE 01/01/24-01/28/24	Paid by EFT # 57551		02/20/2024	02/20/2024	03/01/2024		03/01/2024	349.91
6330 - Marshall Security LLC	3208	15-Hopewell Security Patrol - 1/1-1/31/24	Paid by EFT # 57592		02/20/2024	02/20/2024	03/01/2024		03/01/2024	9,227.04
8809 - U3 Advisors, INC	4028-024-001	15-Consultant Services for the Hopewell Project - Jan 2024	Paid by EFT # 57668		02/20/2024	02/20/2024	03/01/2024		03/01/2024	41,666.67
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 4	\$81,867.62
								Program 159001 - Adams Crossing Area Totals	Invoice Transactions 4	\$81,867.62
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
8595 - Weber Group II, LLC	12894	04-Fabrication for Trades District Art Installations-Pay App 2	Paid by EFT # 57677		02/20/2024	02/20/2024	03/01/2024		03/01/2024	45,000.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$45,000.00
								Program 159002 - Downtown Area Totals	Invoice Transactions 1	\$45,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/17/24 - 03/01/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5641 - AZTEC Engineering Group, INC	171671	15-B-Line Extension Project, Adm 4 & 5 10/01/23-12/31/23	Paid by EFT # 57487		02/20/2024	02/20/2024	03/01/2024		03/01/2024	2,700.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$2,700.00</u>
							Program 159006 - West 17th Street Area Totals		Invoice Transactions 1	<u>\$2,700.00</u>
							Department 15 - HAND Totals		Invoice Transactions 6	<u>\$129,567.62</u>
							Fund 439 - Consolidated TIF Totals		Invoice Transactions 6	<u>\$129,567.62</u>
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	63860	06-Monthly Interior Maintenance/College Square - 2/1/24	Paid by EFT # 57606		02/20/2024	02/20/2024	03/01/2024		03/01/2024	83.54
656 - B&L Sheet Metal and Roofing, INC	2034901	19-College Sq-Leaks report South end-comp repairs-1/24/24	Paid by EFT # 57488		02/20/2024	02/20/2024	03/01/2024		03/01/2024	1,242.59
6728 - Precision Quality Contracting, LLC	102523-BFSHQ	19-Supply/install 2xCAT6 cable & terminations both end-10/25/23	Paid by EFT # 57625		02/20/2024	02/20/2024	03/01/2024		03/01/2024	875.00
2974 - MacAllister Machinery Co, INC	R67551414701	15-Forklift Rental-Showers West-Inspections-10/26/23	Paid by EFT # 57590		02/20/2024	02/20/2024	03/01/2024		03/01/2024	891.60
7402 - Nature's Way, INC	63858	15-Monthly Interior Maintenance Billing-Showers West-2/1/24	Paid by EFT # 57606		02/20/2024	02/20/2024	03/01/2024		03/01/2024	276.85
208 - City Of Bloomington Utilities	14660-004 0124	04-College Sq-216 S. College-water/sewer bill-Jan 2024	Paid by Check # 78020		02/21/2024	02/21/2024	02/21/2024		02/21/2024	148.95
208 - City Of Bloomington Utilities	4995-004 0124	15-627 N Morton-water/sewer bill-January 2024	Paid by Check # 78020		02/21/2024	02/21/2024	02/21/2024		02/21/2024	100.18
208 - City Of Bloomington Utilities	200981-001 0124	15-640 N Madison-water/sewer bill-January 2024	Paid by Check # 78020		02/21/2024	02/21/2024	02/21/2024		02/21/2024	11.21
208 - City Of Bloomington Utilities	200981-001 1223	15-640 N Madison-water/sewer bill-December 2023	Paid by Check # 78020		02/21/2024	02/21/2024	02/21/2024		02/21/2024	11.01
223 - Duke Energy	9101205751660 224	15-627 N Morton-elec chgs 1/3-2/1/24	Paid by Check # 78023		02/21/2024	02/21/2024	02/21/2024		02/21/2024	116.97



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/17/24 - 03/01/24

Vendor	Invoice No.	Invoice Description	Status	Hold 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	9101205755460 224	15-335 W. 11th-elec chgs 1/03-02/01/24	Paid by Check # 78023		02/21/2024	02/21/2024	02/21/2024		02/21/2024	11.96
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 11	\$3,769.86
							Program 150000 - Main Totals		Invoice Transactions 11	\$3,769.86
							Department 15 - HAND Totals		Invoice Transactions 11	\$3,769.86
							Fund 444 - RDC Totals		Invoice Transactions 11	\$3,769.86
							Grand Totals		Invoice Transactions 26	\$160,686.67

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/01/24	Claims				\$160,686.67
					<u>\$160,686.67</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 \$160,686.67

Dated this 27th day of Feb year of 2024.

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

Fiscal Office Cheryl Sililand



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
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**JESSICA MCCLELLAN
CONTROLLER**


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Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: February 23, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 02/05/2024 to 02/18/2024. 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 02/23/24 - 02/23/24
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	02/23/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	02/23/2024	1,705.68		.00	128.81	95.73	22.38	48.63	30.64	191.83	1,187.66
			.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	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.66
10000 Collins, Barry 0111	02/23/2024	1,225.00		.00	59.81	75.95	17.76	39.57	21.44	.00	1,010.47
			.00	.00	1,225.00	1,225.00	1,225.00	1,225.00	1,225.00		
		\$1,225.00	\$0.00	\$0.00	\$59.81	\$75.95	\$17.76	\$39.57	\$21.44	\$0.00	\$1,010.47
2771 Council, David R	02/23/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
3232 Davis, Rebecca D	02/23/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
10000 Finley, Christina L 0187	02/23/2024	2,322.11		.00	269.06	144.38	33.77	73.65	47.18	33.78	1,720.29
			.00	.00	2,318.61	2,328.61	2,328.61	2,318.61	2,318.61		
		\$2,322.11	\$0.00	\$0.00	\$269.06	\$144.38	\$33.77	\$73.65	\$47.18	\$33.78	\$1,720.29
2393 Hayes, Chastina J	02/23/2024	1,899.70		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.25
			.00	.00	1,827.43	1,852.43	1,852.43	1,827.43	1,827.43		
		\$1,899.70	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.25
10000 Hewett, John H 0251	02/23/2024	2,311.87		.00	203.45	130.24	30.46	64.62	40.71	404.02	1,438.37
			.00	.00	2,000.57	2,100.57	2,100.57	2,000.57	2,000.57		
		\$2,311.87	\$0.00	\$0.00	\$203.45	\$130.24	\$30.46	\$64.62	\$40.71	\$404.02	\$1,438.37
			\$0.00	\$0.00	\$2,000.57	\$2,100.57	\$2,100.57	\$2,000.57	\$2,000.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/23/24 - 02/23/24

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	02/23/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	02/23/2024	3,846.17		.00	203.64	223.81	52.35	116.60	73.46	236.36	2,939.95
			.00	.00	3,609.81	3,609.81	3,609.81	3,609.81	3,609.81		
		\$3,846.17	\$0.00	\$0.00	\$203.64	\$223.81	\$52.35	\$116.60	\$73.46	\$236.36	\$2,939.95
1516 Liford, Kenneth T	02/23/2024	1,896.31		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.51
			.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	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.51
1378 Sandweiss, Noah S	02/23/2024	2,094.38		.00	204.25	124.44	29.10	63.59	39.77	102.48	1,530.75
			.00	.00	2,007.17	2,007.17	2,007.17	2,007.17	2,007.17		
		\$2,094.38	\$0.00	\$0.00	\$204.25	\$124.44	\$29.10	\$63.59	\$39.77	\$102.48	\$1,530.75
10000 Stong, Mary J 0471	02/23/2024	2,019.80		.00	180.01	113.48	26.54	58.31	36.74	350.24	1,254.48
			.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80	\$0.00	\$0.00	\$180.01	\$113.48	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.48
504 Swinney, Matthew P	02/23/2024	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	02/23/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
10000 Wills, Dee A 3418	02/23/2024	1,702.11		.00	155.97	102.60	24.00	51.84	40.12	130.53	1,197.05
			.00	.00	1,604.84	1,654.84	1,654.84	1,604.84	1,604.84		
		\$1,702.11	\$0.00	\$0.00	\$155.97	\$102.60	\$24.00	\$51.84	\$40.12	\$130.53	\$1,197.05
728 Wright, Edward E	02/23/2024	1,701.00		.00	161.74	102.49	23.97	53.39	28.93	52.77	1,277.71
			.00	.00	1,652.99	1,652.99	1,652.99	1,652.99	1,652.99		
		\$1,701.00	\$0.00	\$0.00	\$161.74	\$102.49	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.71
HAND - Housing & Neighborhood Dev		\$35,324.18	\$0.00	\$0.00	\$2,821.57	\$2,089.33	\$488.63	\$1,043.90	\$650.67	\$3,341.01	\$24,889.07
			\$0.00	\$0.00	\$32,587.46	\$33,698.46	\$33,698.46	\$32,587.46	\$32,587.46		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/23/24 - 02/23/24

Detail Listing

Grand Totals	\$35,324.18	\$0.00	\$2,821.57	\$2,089.33	\$488.63	\$1,043.90	\$650.67	\$3,341.01	\$24,889.07
	\$0.00	\$0.00	\$32,587.46	\$33,698.46	\$33,698.46	\$32,587.46	\$32,587.46		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/23/2024	Payroll				35,324.18
					<u>35,324.18</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 \$ 35,324.18

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 _____

TRADES DISTRICT

INDIANA'S DESTINATION FOR **INNOVATION.**

Annual Report to the Bloomington Redevelopment Commission

March 4, 2024

The Bloomington Trades District: Fostering Innovation & Economic Growth

The Trades District is a transformative urban redevelopment project located in the heart of Bloomington, Indiana. This 12-acre development, representing the city's vision for a dynamic, innovative, and sustainable mixed-use district that encourages economic development, creativity and collaboration.

Key Components

- **Innovation Hub:** The Trades District is designed to be a hub for innovation, technology, and entrepreneurship. It offers state-of-the-art office spaces, co-working facilities, and resources to support startups, tech companies, and creative industries.
- **Arts and Culture:** Emphasizing the importance of arts and culture, the district features proximity to galleries, studios, and performance spaces. It fosters a vibrant creative community and encourages the fusion of technology and the arts.
- **Sustainability:** The Trades District is committed to sustainability and green initiatives. Sustainable building practices, green spaces, and environmentally conscious design principles are integrated into the district's development.
- **Live-Work-Play Environment:** The district aims to create a live-work-play environment, with a range of housing options, restaurants, shops, and recreational spaces to attract a diverse community of residents and workers.

The 'Sweet Spot'

THE HEART OF THE SCI-TECH CORRIDOR

The Trades District sits at the heart of an 84-mile "Sci-Tech Corridor" packed with resources.

The innovation resources that lie along this corridor are formidable, and the Trades District is parked in the perfect spot. We're outside the traffic snarl of Indianapolis . . . just down the street from the Big Red Supercomputer and the Indiana University Luddy School of Informatics, Computing, and Engineering . . . and just a short drive from the world's third-largest naval base.



Vision for Economic Growth

The Trades District is poised to become a significant economic driver for Bloomington and the surrounding region. It provides an ecosystem that supports the growth of local businesses, attracts new companies, and encourages collaboration between academia, industry, and entrepreneurs.



Trades District 2023 Highlights

- The Mill entered into Trades District Partnership Agreement to lead 'tech center' construction project and district redevelopment initiatives.
- Launched Trades District website.
- Contracted with Weddle Bros for construction management services.
- Established Trades District Advisory Board.
- Published Notice of Offering July 2023 for Trades District parcels.
- Secured \$7.1m from to City to fund the new building construction.
- Coordinated public bidding for 'tech center' construction.
- Broke ground on new building in October.
- Refreshed Trades District branding and rebranded the tech center; the new name is The Forge.



Trades District Development Opportunities

1 2 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/housing

2 2 ACRES, AVAILABLE FOR SALE OR LEASE

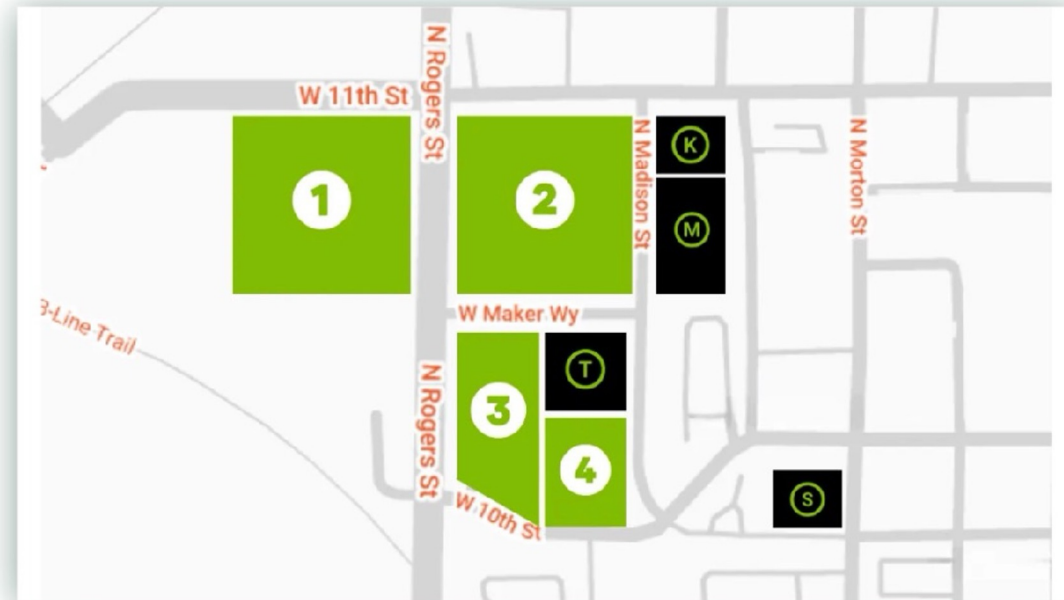
Target uses: mixed-use/employment

3 .86 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/employment

4 .5 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/employment



THE KILN

Modern office space for tech startup. Renovation in progress.



THE MILL

Award-winning center for entrepreneurship and chic coworking space founded in 2018.



THE FORGE

A \$12.8 million center for innovation will open in early 2025.



SHOWERS ADMINISTRATION

18,000 SF office renovation completed in late 2023.

Trades District development concept



TRADES DISTRICT KEY

- 1 Office
- 2 Office with Commercial Amenities
- 3 Office/Retail with Residential Above
- 4 Residential (Townhomes)
- 5 Retail/Restaurant
- 6 Boutique Hotel
- 7 New Parking Structure
- 8 Rogers Street Cycle Track
- 9 Plaza/Courtyard
- 10 Public Art Installation
- 11 Winwood Development (Workforce Housing)
- 12 Buckingham Development (Residential)
- 13 The Mill (Existing)
- 14 The Forge (Under Construction)
- 15 Showers Kiln Building (Existing Office)
- 16 Showers Admin. Building (Existing Office)
- 17 B-Line Heights Apartments (Existing)
- 18 Trades District Parking Garage (Existing)

Trades District Pipeline

- Development opportunities
 - Boutique hotel (lot 3) – evaluating 3 proposals
 - Mixed-use workforce housing (lot 1) – proposal under review
- Trades District Garage commercial lease in final review

THE FORGE

AT TRADES DISTRICT

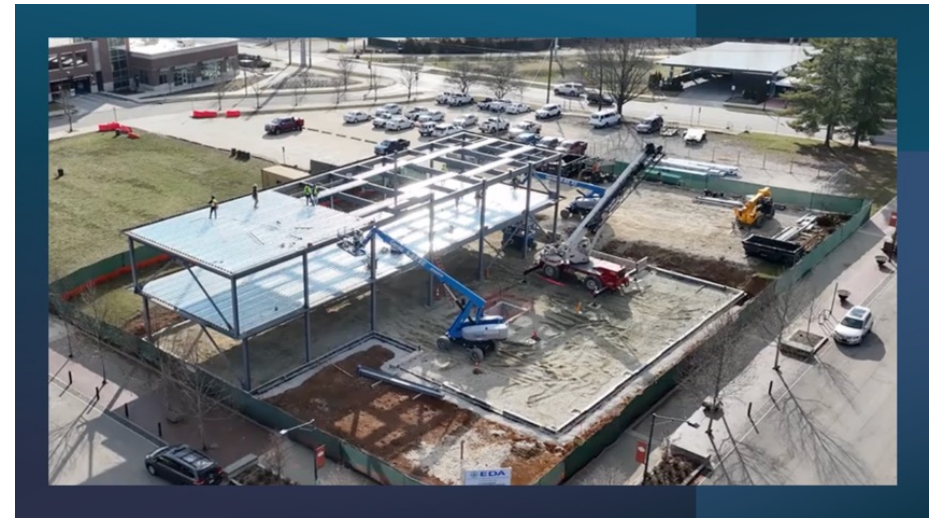
The Forge represents a major new investment in our regional innovation ecosystem. Together, with the transformational CHIPs-related investments at NSWC Crane Westgate and IU's renewed focus on taking a leading role in driving regional economic development, the Trades District is poised to become a dynamic hub for collaboration and acceleration of our regional innovation clusters.



- 22,000 SF – Class A office building
- New construction
- Multi-tenant
- Available for tenants January 1, 2025

Construction Update

- Construction bids approved by RDC in September 2023
- Weddle Brothers acting as the City's construction manager
- Local firms won competitive construction bids including Building Associates, E&B Paving, HFI, Multicraft Fire & Woods Electrical Contractors
- Broke ground October 2023
- Anticipated completion date October 31, 2024



Marketing Channels

LoopNet™

The Forge | 617 Madison St
618 - 4,281 SF of 4-Star Office Space Available in Bloomington, IN 47404

Office Space / Indiana / Bloomington / 617 Madison St, Bloomington, IN 47404

[Call](#) [Message](#)

TRADES SITES TECH CENTER NOTICE OF OFFERING **CONTACT**

THE SWEET SPOT OF OPPORTUNITY

Sitting at the heart of the Sci-Tech corridor that runs from Crane to Indianapolis, the Trades District offers rare, shovel-ready, blank-slate real estate in downtown Bloomington.

[LEARN MORE](#)

TRADES **INDIANA'S DESTINATION** **TRAVEL & TOURISM**

THE FORGE
IN BLOOMINGTON

The Forge represents a major new investment in the Trades District - Bloomington's innovation district. Together with the adjacent 100000 sq ft office development at NSWC Crane Westgate and it's renewed focus on being a leading edge in driving regional economic development, the Trades District is poised to become a dynamic hub for collaboration and acceleration of our regional innovation districts.

The Trades District is a transformative urban redevelopment project located in the heart of Bloomington, Indiana. The Crane development represents the city's vision for a dynamic, innovative, and sustainable mixed-use district that encourages business development, creativity, and collaboration.

AVAILABLE JANUARY 2023

617 N. MADISON ST

PROPERTY DETAILS

Property Type	Office	Year Built	2024
Total Building Size	22,000 SF	Zoning	MixUse
Building Class	A	Use	Mixed Use MS-CT

UNITS AVAILABLE

3rd Floor Flexible Suites	618 - 4281 SF	2nd Floor Flexible Suites	2253 - 7878 SF
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HIGHLIGHTS

- New Construction
- Shared Training/Conference Room
- Social Hub
- Meeting Deck
- Public Plaza
- Parking Garage
- Green Roof

FOR MORE INFORMATION CONTACT:
Jill Johnson, Senior Vice President, Investor & Strategic Partnerships | jill@tradedistrict.org | 317.332.4324

TRADES **DISTRICT**

Located in Bloomington's downtown certified tech park, the Trades District is a 52-acre development ideally located for innovation-focused companies. The Trades District sits at the heart of an 8+ mile NSWC "Sci-Tech Corridor" on the "B-Line", Bloomington's 3.5-mile bike-pedestrian corridor providing easy commuting alternatives. Located in National Opportunity Zone and Indiana Certified Tech Park.

HIGHLIGHTS

- Walking distance to Indiana University
- Located in downtown Bloomington and its robust culture, dining and entertainment offerings
- On the "B-Line", Bloomington's 3.5-mile bike-pedestrian corridor providing easy commuting alternatives
- Located in National Opportunity Zone and Indiana Certified Tech Park

AVAILABLE SITES

- 1 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/housing
- 2 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment
- 3 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment
- 4 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment

Together with the major new Crisp-related investments at NSWC Crane, Bloomington, and Indiana University, the Trades District is poised to become a significant economic driver for Bloomington and the surrounding region.

Companies located in the Trades District will be well-positioned to tap into the talent pipeline at Indiana University and Ivy Tech Bloomington. Over 90% of the Bloomington MSA population has post-secondary academic degrees. With Indiana's favorable business climate and Bloomington's affordable cost of living, the Trades District is a smart location for growth-oriented companies.

FOR MORE INFORMATION CONTACT:
Jill Johnson, Senior Vice President, Investor & Strategic Partnerships | jill@tradedistrict.org | 317.332.4324

The Forge Pipeline

- 12,577 total rentable square footage
- 50% lease up goal for 2025 (6288 SF)
- Current sales pipeline
 - 3 defense tech prospects – 8000 SF
 - 1 venture investment org. – 1000 SF
- Actively pursuing additional grant funding to offset City's investment

Pending Action Items

1. City of Bloomington
 - Tech Center (The Forge) facilities management agreement
 - Repeal of Covenants, Conditions and Restrictions
 - Trades District Garage Commercial Lease
2. US Economic Development Administration
 - Approval of Tech Center 'model lease'
3. Grant applications in progress
 - Tenant improvement / leasing incentives
 - Streetscape / gateway signage

TRADES  DISTRICT
BLOOMINGTON'S HOME FOR INNOVATION.

For more information contact:

**John Fernandez, Senior Vice President
Innovation & Strategic Partnerships**

The Mill

E: John@Dimensionmill.org

T: +1 202 420 8594

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

APPROVAL OF AMENDMENT TO CENTERSTONE AGREEMENT FOR
REPAIR/REPLACEMENT OF FIRE SPRINKLER SYSTEM

WHEREAS, in Resolution 23-101, executed on or about December 4, 2023, the Redevelopment Commission approved a Physical Improvement Community Development Block Grant Agreement with Centerstone of Indiana, Inc. in the amount of \$183,782.10 to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington (“Agreement”); and

WHEREAS, the project’s original scope for the fire sprinkler repair to the 645 S. Rogers property was intended to be limited to repairing/replacing the second floor sprinkler, although the 2023 Resolution does not expressly limit the scope to the second floor sprinkler system of the building; and

WHEREAS, the parties agree that funding originally provided for the project’s original scope was insufficient to repair/replace the sprinkler system on additional levels of 645 S. Rogers St.; and

WHEREAS, Centerstone of Indiana, Inc. has also been awarded 2024 CDBG funds in the amount of \$200,000 to repair/replace the first floor and basement level fire sprinkler system; and

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Commission that:

1. The RDC hereby approves the attached Amendments to the 2023 Community Development Block Grant Agreement (“Agreement, which attached and incorporated herein as Exhibit A.
2. The RDC further approves the additional CDBG award to Centerstone of Indiana, Inc. of \$200,000, for an overall amount not to exceed \$383,782.10, which shall be payable in accordance with the Agreement as amended in this Resolution
3. All additional provisions of the Agreement and Resolution 23-101 not modified herein remain in full force and effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**Amendment to Physical Improvement Community Development Block Grant Agreement
Between Centerstone of Indiana, Inc., and
Housing and Neighborhood Development Department, City of Bloomington**

This Amendment is made and entered into this ____ day of March, 2024, by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”) and Centerstone of Indiana, Inc. (“Subrecipient”).

WHEREAS, on December 4, 2023, Grantee and Subrecipient, entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Centerstone of Indiana, Inc. and Housing and Neighborhood Development Department, City of Bloomington*. (the “Agreement”); and

WHEREAS, the project’s original scope for the fire sprinkler repair to the 645 S. Rogers property was intended to be limited to repairing/replacing the second floor sprinkler, although the 2023 Resolution does not expressly limit the scope to the second floor sprinkler system of the building; and

WHEREAS, the parties agree that funding originally provided for the project’s original scope was insufficient to repair/replace the sprinkler system on additional levels of 645 S. Rogers St.; and

WHEREAS, Centerstone of Indiana, Inc. has also been awarded 2024 CDBG funds in the amount of \$200,000 to repair/replace the first floor and basement level fire sprinkler system; and

WHEREAS, Grantee and Subrecipient wish to amend the Scope of Service in Section I.A. of the Agreement; and

WHEREAS, pursuant to Section V.F. of said Agreement, the Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to the original Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body.

NOW THEREFORE, Grantee and Subrecipient do mutually agree to amend the Agreement as follows:

1. **Scope of Services.** Paragraph I(A) of the 2023 Resolution shall include the following additional services:

Project funds can be used to remove and replace any item related to the fire sprinkler system on any level located at 645 S. Rogers St., Bloomington, IN.

2. **Payment.** Paragraph III of the 2023 Resolution shall be amended as follows:

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Three Hundred and Eighty-Three thousand Seven Hundred and Eighty-Two Dollars and Ten Cents (\$383,782.10). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is effective upon signature by both partners.

Bloomington Redevelopment Commission

Centerstone of Indiana, Inc.

Deb Hutton, President

Suzanne Koesel, Executive Director

Sue Sgambelluri, Secretary

Terrye Davidson, Board Chair

**23-101
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-23-MC-18-0013 for physical improvement activities; and

WHEREAS, funds to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington owned by Centerstone of Indiana, Inc. have been approved from said source; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement; and

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration; and

WHEREAS, said Agreement has been duly considered,

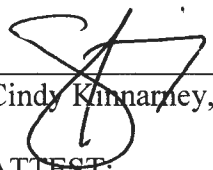
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Centerstone of Indiana, Inc. to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington, is approved for an amount not to exceed One Hundred Eighty Three Thousand Seven Hundred Eighty Two Dollars and Ten Cents (\$183,782.10).

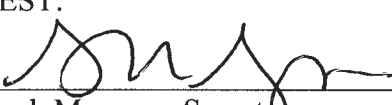
Restriction on Project Start until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review required by Part 58 of the federal Code of Regulations (CFR) and a Notice to Proceed being issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or funding agreement execution may be a risk of a choice limited action that risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

12/4/2023

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
CENTERSTONE OF INDIANA, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of November, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Centerstone of Indiana, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 645 S. Rogers Street, Bloomington, IN 47403, (herein called the “Subrecipient”), WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B23MC190013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2021 Community Development Block Grant (CDBG) funds to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington. Project funds can be used to remove and replace any item related to the fire sprinkler system at 645 S. Rogers St, and exterior items and the supporting components as needed to strip, seal, and repaint at 221 N. Rogers St. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient will maintain project, beneficiary information and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **June 1, 2024**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)

Income Eligibility:

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 1, 2024** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Eighty Three Thousand Seven Hundred Eighty Two Dollars and Ten Cents (**\$183,782.10**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Suzanne Koesel, Executive Director Centerstone of Indiana, Inc 645 S. Rogers St Bloomington, IN 47403 Contact Name: Rene LLewellyn Email: rene.llwellyn@centerstone.org Tel: (812) 337-2361
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City’s termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;
 - h. "Monthly Client Profile Form" each month through the end of the project, if applicable; and,
 - i. Submit performance measurements as required by HUD.
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
 - b. "Program Year to Date Reporting Form" at project completion (if applicable);
 - c. Final status;
 - d. Beneficiary information (if applicable);
 - e. Certified payrolls (if applicable);
 - f. Section 3 Report (if applicable);
 - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If

the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.

4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient 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). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient 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. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify

program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department 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 Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient 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. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit ____; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.
4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity

Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based

Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

- Historic Preservation – NA
- Release of Funds (“ROF”)

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (“ERR”) must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA’s guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient’s grant application.

B. Compliance with BABAA Requirements

If Subrecipient’s total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer’s Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.
- vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

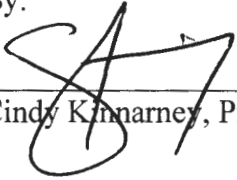
XIII. ATTACHMENTS

- A. Exhibit A: 2023 HUD Income Limits**
- B. Exhibit B: 2023 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2023 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: CDBG Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**
- H. Exhibit H: Living Wage Affidavit**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

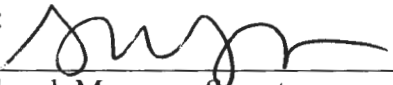
**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

By:



Cindy Kinnarney, President

By:



Deborah Myerson, Secretary

CENTERSTONE OF INDIANA, INC:

By:

Suzanne Koesel, Executive Director

By:

Terrye Davidson, Board Chairperson

24-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONTRACT WITH VET ENVIRONMENTAL TO REMEDIATE WATER
INTRUSION AT 714 S ROGERS STREET**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 S. Rogers Street (“Property”)
- WHEREAS, the Property is currently unoccupied and needs clean up from recent water damage (“Services”); and
- WHEREAS, after obtaining quotes from different providers, Staff identified VET Environmental Engineering, LLC (“VET”) as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with VET, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, VET is willing to perform the Services at the Property for an amount not to exceed Thirty-Nine Thousand Eight Hundred Sixteen Dollars and Eighteen Cents (\$39,816.18); and
- WHEREAS, the RDC has available funds in its maintenance account also known as the “444 account” and the Consolidated TIF to pay for the Services;

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

1. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A with VET for the Services.
2. The RDC hereby approves payment not to exceed Thirty-Nine Thousand Eight Hundred Sixteen Dollars and Eighteen Cents (\$39,816.18) to be paid from either its maintenance fund (Account Number 444-15-150000-53990) or the Consolidated TIF (Expanded Adams Crossing Area) for the water damage remediation Services to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
3. The funding authorizations contained in this Resolution shall terminate on September 1, 2024, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
VET ENVIRONMENTAL ENGINEERING, LLC**

This Agreement, entered into on this ___ day of March, 2024, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and VET Environmental Engineering, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional consultant to assist in water damage cleanup and remediation at 714 S. Rogers Street (“Services”); and

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

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

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.

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

Consultant shall complete the Services required under this Agreement as soon as reasonably possible but not later than September 1, 2024, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s Project Manager, Jane Kupersmith or her designee.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Thirty-Nine Thousand Eight Hundred Sixteen Dollars and Eighteen Cents (**\$39,816.18**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Christina Finley
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before September 1, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant shall not subcontract any part of the Services without the prior permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent

themselves to be, employees of the City. Consultant 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 11. Indemnification

Consultant 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 (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Consultant 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.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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 13. Conflict of Interest

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

Article 14. 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 15. 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 16. Assignment

Neither the City nor the Consultant 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 17. Third Party Rights

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

Article 18. 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 19. Non-Discrimination

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

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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 20. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant 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 21. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant 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.

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

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Consultant:

VET Environmental Engineering, LLC
2335 Fountain Drive
Bloomington, IN 47404

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

Article 23. Intent to be Bound

The City and Consultant 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 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. 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.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

VET ENVIRONMENTAL
ENGINEERING, LLC

Deb Hutton, RDC President

Sara Hamidovic, CEO

Margie Rice, Corporation Counsel

EXHIBIT A
“Scope of Work”

Provide water intrusion remediation and mold growth prevention and monitoring as necessary at 714 S. Rogers Street. This will include the removal remediation of any potential environmental contaminate on the first floor, including but not limited to oil and hydraulic fluid from the elevator, removal carpet and drywall, etc. [See attached]

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)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: _____

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Larry Allen, 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:	\$37,136,248.51
Sources of funds:	Total: \$37,420,337.00

Consolidated TIF	\$31,000,000
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	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,436,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Hopewell East	\$17,586,252.39	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022

Redevelopment Commission Resolution 24-25

Exhibit B

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

	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$365,152	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024

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

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry

- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 3-115 Approval of Hopewell Post-Closing Agreement
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-26
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF REPAIRS TO THE KOHR ADMINISTRATION BUILDING IN HOPEWELL

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to redevelop the former hospital site to the new Hopewell Neighborhood (“Project”); and
- WHEREAS, as part of the purchase of the properties making up Hopewell authorized in Resolution 18-31, the RDC opted to keep the Kohr Administration Building in Resolution 20-91; and
- WHEREAS, in order to preserve the Kohr Building for redevelopment, which the City anticipates beginning in the summer of 2024, it is necessary to repair downspouts and portions of the roof to prevent water damage to the building (“Services”)
- WHEREAS, Staff have negotiated an agreement with B&L Sheet Metal and Roofing to perform the Services at the Kohr Administration Building for an amount not to exceed Seven Thousand Four Hundred and Fifty Dollars (\$7,450.00), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the Services to preserve the Kohr Building for redevelopment; and
- WHEREAS, the City has brought the RDC an amended Form attached to this Resolution as Exhibit B; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Form, and reiterates that it serves the public’s best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of Consolidated TIF funds.
3. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A and authorizes staff to expend an amount not to exceed Seven Thousand Four Hundred and Fifty Dollars (\$7,450.00) for the Services.

4. The Payment authorized above may be made from the Consolidated TIF (Expanded Adams Crossing). At the Controller's discretion, she may make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission, the authorization provided under this Resolution shall expire on July 1, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this ___ day of March, 2024, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and B & L Sheet Metal & Roofing, A Tecta America Company, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional consultant to make particular repairs to the roof and downspouts at the Kohr Administration Building in the Hopewell Neighborhood (“Services”); and

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

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

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.

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

Consultant shall complete the Services required under this Agreement as soon as reasonably possible but not later than July 1, 2024, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s Project Manager, JD Boruff or his designee.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Seven Thousand Four Hundred Fifty Dollars (**\$7,450.00**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Christina Finley
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before July 1, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant shall not subcontract any part of the Services without the prior permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Consultant 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 11. Indemnification

Consultant 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 (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Consultant 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.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant 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 13. Conflict of Interest

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

Article 14. 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 15. 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 16. Assignment

Neither the City nor the Consultant 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 17. Third Party Rights

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

Article 18. 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 19. Non-Discrimination

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

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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 20. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant 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 21. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant 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.

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

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Consultant:

B & L Sheet Metal and Roofing
1301 N Monroe Street
Bloomington, IN 47404

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

Article 23. Intent to be Bound

The City and Consultant 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 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. 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.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

B & L SHEET METAL &
ROOFING

Deb Hutton, RDC President

Adam Holden, Services Manager

Margie Rice, Corporation Counsel

EXHIBIT A
“Scope of Work”

[See attached]



SHEET METAL & ROOFING



1301 N. Monroe St., Bloomington, IN 47404 | Phone: 812-332-4309 Fax: 812-332-8124
www.tectaamerica.com

-Estimate-

February 28, 2024

City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

Project: Old Hospital Admin Building – Downspout Replacement

Scope of Work:

- Setup safety protocols
- Remove existing damaged downspouts
- Fabricate and install new 24 gauge commercial downspouts
- (3) locations – each is 32' tall
- Haul off and dispose of old materials

Total Cost: \$4,450



James Boruff <boruffj@bloomington.in.gov>

Old Hospital Admin Building - Downspout Replacement

1 message

Adam Holden <AHolden@tectaamerica.com>

Wed, Feb 28, 2024 at 3:45 PM

To: James Boruff <boruffj@bloomington.in.gov>

Hi J.D.,

Attached is the proposal to replace the downspouts at the old hospital admin building.

In addition, I think we can spend a day patching the roof and get it in shape to last awhile to ensure things stay dry. I'm estimating the cost to be \$2,500 - \$3,000 and we can always do it under our service contract as well.

Let me know if you have any questions or want us to get it on our schedule.

Thank you,

Adam

Adam Holden | Service Manager | P: 812.332.4309 | Cell: 812.360-6606
1301 North Monroe St, Bloomington, Indiana 47404

B&L SHEET METAL & ROOFING
 TECTA AMERICA

"Sometimes the only view of God that people may see is through you.."


 City of Bloomington - Old Hospital Admin Building - Downspout Replacement.pdf
214K

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)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: _____