

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**June 2, 2025 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

**<https://bloomington.zoom.us/j/85893746228?pwd=F6vqUIbbKzma0yyhVvEytVF5Fd2EB5.1>**

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

- I. ROLL CALL**
- II. MINUTES - May 5, 2025**
- III. EXAMINATION OF CLAIM REGISTERS –May 23, 2025, for \$305,446.29**
- IV. EXAMINATION OF PAYROLL REGISTERS –May 2, 2025, for \$54,807.42 and May 16, 2025, for \$54,821.55**
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Update
  - E. Hopewell Update
- VI. NEW BUSINESS**
  - A. Resolution 25-58: Approval to Terminate Leases at Showers West
  - B. Resolution 25-59: Approval of Lease for Fourth Street Garage Commercial/Office Space with Visit Bloomington
  - C. Resolution 25-60: Ratification of Emergency Services Provided and for Payment Thereof to B&L Sheet Metal
  - D. Resolution 25-61: Approval to Terminate the Indiana Legal Services Lease at College Square
  - E. Resolution 25-62: Approval for Preliminary Architectural Design of a Host Hotel for the Bloomington Convention Center at the College Square Real Estate
  - F. Resolution 25-63: Approval of Agreement for Commercial Cleaning Services with HGCG Enterprises dba Office Pride Commercial Cleaning Services for the Trades District Garage
  - G. Resolution 25-64: Approval of First Amendment to CDBG Funding Agreement for the Replacement of Siding at LifeDesign
  - H. Resolution 25-65: Approval of Agreement for Temporary use of City-Owned Property at Hopewell Development
  - I. Resolution 25-66: Approval of Payment for Property Insurance to Hylant
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA***  
**met on Monday, May 5, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:**  
<https://catstv.net/m.php?q=14558>

**I. ROLL CALL**

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

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Angela Van Rooy, Program Manager, HAND; Dana Kerr, Assistant City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Roy Aten, Senior Project Manager, Engineering Department; Zac Rogers, Project Manager, Engineering Department

Others Present: John Fernandez, Senior Vice President, The Mill; Dave Askins, B Square Bulletin

**II. READING OF THE MINUTES:** Laurie McRobbie moved to approve both the Executive Session minutes, and the Regular Session minutes for April 21, 2025, John West seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTERS:** Sue Sgambelluri moved to approve the claim register for May 9, 2025, for \$744,956.60. John West seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS:** Randy Cassady moved to approve the payroll register for April 17, 2025, for \$54,680.32. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report:** Anna Killion-Hanson provided updates on the annual HUD funding allocations for the Community Development Block Grant (CDBG) and the Home Investment Partnerships (HOME) programs. The program year runs from June 1<sup>st</sup> to May 31<sup>st</sup>. Allocations for the 2025 program year are expected to be received in mid-May. The Consolidated Plan is in its final draft stage and will soon be released for public view.

The HAND department is in the process of completing seven homeowner rehabilitation projects and administering twelve active projects receiving HOME-funded projects, including ten for affordable homeownership, a multi-family unit development, one for affordable rental units and an early learning center. Fourteen physical improvement projects are being funded by CDBG.

On May 2, 2025, the federal administration proposed a FY2026 budget that includes elimination of CDBG and HOME funded programs.

The first neighborhood cleanup of the year was held on May 3, 2025 in the Watterman neighborhood. Future cleanups are scheduled for **Sherwood Oaks** – May 31, 2025 and **Bryan Park** – October 2025

Killion-Hanson reported that City staff is working on the development of a Hopewell TIF and plan, with more details to come.

**B. Legal Report:** Dana Kerr was available to answer questions.

**C. Treasurer's Report:** Jessica McClellan was available to answer questions.

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

- a. John Fernandez provided an update on the shoring of the Dimensional Mill's South Wall. Repairs are currently in process. Fernandez also shared an update on a significant development from 2024, when Indiana University Bloomington, the City of Bloomington, and the Dimension Mill formed a collaborative partnership and were awarded a \$16 million grant from Lilly Endowment, Inc. to explore expansion opportunities. Design proposals for the expansion of The Mill's interior will be presented at a future meeting. Fernandez was available for questions

**E. Hopewell Update:** Jane Kupersmith was available to answer questions.

## **VI. NEW BUSINESS:**

**A. Resolution 25-53: Resolution for Approval of Neighborhood Improvement Grants.** Angela Van Rooy presented Resolution 25-53, requesting approval for the release of funds for the 2025 Neighborhood Improvement Grant Program. This annual program supports resident-led projects that enhance neighborhoods within the City of Bloomington. The total funding for the 2025 program is not to exceed \$30,000.00 and will be allocated from the City's General Fund. The following funding recommendations are listed below:

### ● **Bentley Court Community Association**

*Funds requested:* \$9,067.00

*Neighborhood match:* \$1,306.70 (14%)

*Total project cost:* \$10,373.70

*Recommended funding:* \$9,067.00

Project: Establishment of a Wildlife Corridor along Winslow Road. The project includes native planting and educational signage. The initial phase will focus on planning and removal of invasive species to prepare the site for habitat restoration.

### ● **Blue Ridge Neighborhood Association**

*Funds requested:* \$2,928.00

*Neighborhood match:* \$326.00 (11%)

*Total project cost:* \$3,254.00

*Recommended funding:* \$2,928.00

Project: Enhancement of the wrought iron gate at North Walnut Street by adding "Blue Ridge" to increase neighborhood visibility.

### ● **Prospect Hill Neighborhood Association**

*Funds requested:* \$10,000.00

*Neighborhood match:* \$2,300.00 (23%)

*Total project cost:* \$12,300.00

*Recommended funding:* \$10,000.00

Project: Restoration of fragile headstones and monuments at Rose Hill Cemetery to be performed by a professional restoration specialist. The neighborhood will also host five public workshops. There is growing interest in expanding similar restoration activities to other historic cemeteries, including White Oak Cemetery near the Near West Side neighborhood. The HAND

Department will continue to coordinate with the Monroe County History Association and other non-profit partners to identify additional opportunities and funding sources for future restoration projects.

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

Randy Cassady moved to approve Resolution 25-53. Laurie McRobbie seconded the motion. The motion passed unanimously.

- B. Resolution 25-54: Resolution to Approve an Amended Preliminary Design Contract for Hopewell West – Crossroad Engineers.** Roy Aten presented Resolution 25-54, requesting approval of an amended preliminary design contract with Crossroad Engineers for a portion of the Hopewell West infrastructure project, specifically along Jackson Street and the alley adjacent to the Core Building. The RDC originally contracted with Crossroad Engineers in April 2023 to complete design work for the project. This proposed amendment includes additional survey work necessary to establish a pedestrian easement and improve ADA accessibility along East Rogers Street. The amendment request is for an additional \$1,000.00 in funding, bringing the total contract not to exceed \$797,640.00. Aten was available for questions.

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

John West moved to approve Resolution 25-54. Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. Resolution 25-55: Resolution to Approve Temporary Lease at 200 South College Avenue with Weddle Bros.** Dana Kerr presented Resolution 25-55, requesting approval of a temporary lease agreement with Weddle Brothers Construction for a portion of the property located at 200 South College Avenue as their field office for construction work during the Bloomington Convention Center expansion. Kerr was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-55. Randy Cassady seconded the motion. The motion passed unanimously.

- D. Resolution 25-56: Resolution to Approve K23 Films, Inc. Lease at the Forge.** John Fernandez presented Resolution 25-56, requesting approval of a lease agreement with K23 Films, Inc. for Unit 5 at the Forge. The proposed lease is for a one-year term with three optional renewals. Fernandez was available for questions.

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

John West moved to approve Resolution 25-56. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- E. Resolution 25-57: Resolution to Approve Ratification of Services of Payment Thereof to Nature's Way.** Dana Kerr, presented resolution 25-57, requesting approval to ratify services provided by Nature's Way and authorize payment in the amount of \$9,643.90. The original agreement with Nature's Way was approved by the RDC through Resolution 23-08 to perform landscaping and maintenance work in the Trades District. In Resolutions 23-18, 23-24, and 24-29 the RDC approved addenda to the agreement to add tree trimming and interior plant maintenance services, with a total not to exceed amount of \$44,000.00 for 2023, and extended that agreement until December 31, 2024. City Staff and Nature's Way have continued operating



under the expired contract terms while arrangements were being made to procure a new service contract. The submitted invoice of \$9,643.90 covers services rendered during this period. Kerr was available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-57. John West seconded the motion. The motion passed unanimously.

**VII. BUSINESS/GENERAL DISCUSSION -**

**VIII. ADJOURNMENT -** John West moved to adjourn. Randy Cassady seconded. The meeting adjourned at 6:00 p.m.

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Deborah Myerson, President

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John West, Secretary

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



**KERRY THOMSON  
MAYOR**

**CITY OF BLOOMINGTON**

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

**JESSICA MCCLELLAN  
CONTROLLER**

**CONTROLLER'S OFFICE**

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## **Claims Register Cover Letter**

To: Redevelopment Commission  
From: Jessica McClellan, Treasurer  
Date: 05-23-2025 (\$305,446.29)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 05-10-2025 to 05-23-2025. 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.

~~Cheryl Gilliland Deputy Controller~~

Controller's Office

*Adam Watts* Director of Auditing

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 05-10-2025 to 05-23-2025, 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.

Signed by:

*Margie Rice*

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Margie Rice, Corporation Counsel



# Board of Redevelopment Commission Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19L3-146H-4Q9M	15-Masking tape, AA Batteries, AAA Batteries	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	19.79
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 1	\$19.79
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1CND-CCTJ-KKHY	15-Desk Lamp, white out tape	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	67.62
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$67.62
Account <b>53960 - Grants</b>										
7959 - Crescent Pointe Housing Partners (Crescent Pointe)	R101-Akins	15-R101-Akins,Security Rent dep. assistance, 1218 Crescent Rd	Paid by EFT # 65585		05/13/2025	05/13/2025	05/23/2025		05/23/2025	500.00
Account <b>53960 - Grants</b> Totals									Invoice Transactions 1	\$500.00
Program <b>150500 - Housing</b> Totals									Invoice Transactions 3	\$587.41
Program <b>151000 - Neighborhood</b>										
Account <b>53960 - Grants</b>										
9155 - Karen L Danielson	S&SGRANT-2025	15-Small & Simple Grant-Winslow Farm-gloves, buckets, grip & gra	Paid by EFT # 65589		05/13/2025	05/13/2025	05/23/2025		05/23/2025	363.36
Account <b>53960 - Grants</b> Totals									Invoice Transactions 1	\$363.36
Program <b>151000 - Neighborhood</b> Totals									Invoice Transactions 1	\$363.36
Program <b>151600 - Title 16</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19L3-146H-4Q9M	15-Masking tape, AA Batteries, AAA Batteries	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	39.06
8658 - Kleindorfer's Hardware LLC	793451	15-magnets for light covers -3 pks	Paid by EFT # 65658		05/13/2025	05/13/2025	05/23/2025		05/23/2025	6.57
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 2	\$45.63
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FXK-FGP7-4F9T	15-Headset for new Employee S. Tamewitz	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	182.99
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 1	\$182.99
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007082509	15-Public Notice 4-14 BHQA Regular Meeting	Paid by EFT # 65619		05/13/2025	05/13/2025	05/23/2025		05/23/2025	124.80
Account <b>53320 - Advertising</b> Totals									Invoice Transactions 1	\$124.80



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<b>Fund 1101 - General</b>										
Department <b>15 - HAND</b>										
Program <b>151600 - Title 16</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	3837	15-MCC Luncheon (Anna & Taylor) 4/10/2025	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	60.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$60.00
								Program <b>151600 - Title 16</b> Totals	Invoice Transactions 5	\$413.42
Program <b>152000 - Historic Preservation</b>										
Account <b>53310 - Printing</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44275	15-500 Fliers for Bloomington African American West Side	Paid by EFT # 65532		05/13/2025	05/13/2025	05/23/2025		05/23/2025	331.00
								Account <b>53310 - Printing</b> Totals	Invoice Transactions 1	\$331.00
								Program <b>152000 - Historic Preservation</b> Totals	Invoice Transactions 1	\$331.00
								Department <b>15 - HAND</b> Totals	Invoice Transactions 10	\$1,695.19
								Fund <b>1101 - General</b> Totals	Invoice Transactions 10	\$1,695.19
<b>Fund 2209 - LIT - Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53230 - Travel</b>										
3560 - First Financial Bank / Credit Cards	1424984	15-Hyatt-hotel-Hanson-Trip w/Mayor-MA- 4/15-4/18	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	69.57
3560 - First Financial Bank / Credit Cards	4.19.25	15-Indianapolis Airport Pkg 4/15-4/18-Trip w/Mayor-Hanson	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	45.00
								Account <b>53230 - Travel</b> Totals	Invoice Transactions 2	\$114.57
Account <b>53960 - Grants</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KW6-N7MK-GWT7	15-Neighborhood Improvement Grant-the trailer & downtown	Paid by EFT # 65538		05/13/2025	05/13/2025	05/23/2025		05/23/2025	323.07
6378 - ANN-KRISS, LLC	72160-41925	15-EHR-313 E Hillside Dr-balance and CO roof repairs	Paid by EFT # 65541		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,222.00
6378 - ANN-KRISS, LLC	721-41825	15-EHR-Abbitt-1600 N Willis Dr,#201-balance for completed work	Paid by EFT # 65541		05/13/2025	05/13/2025	05/23/2025		05/23/2025	747.00
205 - City Of Bloomington	000442202	15-PC Reimb-Mo Co Rec-Recording Fees-711 W Cherokee Dr.	Paid by Check # 80096		05/13/2025	05/13/2025	05/23/2025		05/23/2025	105.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2209 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
686 - Habitat For Humanity of Monroe County INC	DPCCHF-5.23.25	15-supplementary down payment assist-DPCC Habitat for Humanity	Paid by EFT # 65627		05/13/2025	05/13/2025	05/23/2025		05/23/2025	20,000.00
Account <b>53960 - Grants</b> Totals									Invoice Transactions 5	\$22,397.07
Account <b>53990 - Other Services and Charges</b>										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1579	15-Social Media Marketing for the HAND Department - 4/30/2025	Paid by EFT # 65628		05/13/2025	05/13/2025	05/23/2025		05/23/2025	580.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$580.00
Program <b>150000 - Main</b> Totals									Invoice Transactions 8	\$23,091.64
Department <b>15 - HAND</b> Totals									Invoice Transactions 8	\$23,091.64
Fund <b>2209 - LIT – Economic Development</b> Totals									Invoice Transactions 8	\$23,091.64
<b>Fund 2403 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53230 - Travel</b>										
9794 - Felicia Hershman	NCDA-4.2025	15-per diem-NCDA Region V Conf 2025-Columbus, OH-4/20-4/23	Paid by EFT # 585		05/13/2025	05/13/2025	05/23/2025		05/23/2025	203.00
8502 - Cody Toothman	NCDA-4.2025	15-per diem/fuel-NCDA Region V Conf 2025-Columbus, OH-4/20-4/23	Paid by EFT # 586		05/13/2025	05/13/2025	05/23/2025		05/23/2025	249.71
3560 - First Financial Bank / Credit Cards	16431	15-The Capital Suites Hotel-NCDA-Toothman-OH-4/20-4/23	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	456.66
3560 - First Financial Bank / Credit Cards	16432	15-The Capital Suites Hotel-NCDA-OH-Hershman-4/20-4/23	Paid by Check # 80082		05/14/2025	05/14/2025	05/14/2025		05/14/2025	456.66
Account <b>53230 - Travel</b> Totals									Invoice Transactions 4	\$1,366.03



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2403 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53320 - Advertising</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007082509A	15-Pubic Notice 4-14 City Council Public Hearing	Paid by EFT # 584		05/13/2025	05/13/2025	05/23/2025		05/23/2025	29.12
Account <b>53320 - Advertising</b> Totals								Invoice Transactions	1	\$29.12
Program <b>150000 - Main</b> Totals								Invoice Transactions	5	\$1,395.15
Department <b>15 - HAND</b> Totals								Invoice Transactions	5	\$1,395.15
Fund <b>2403 - CDBG</b> Totals								Invoice Transactions	5	\$1,395.15
<b>Fund 2519 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9581 - Compass Commercial Construction Group	COMPTRADE-APP 7	04-Trades Garage Buildout through 33/31/25 - App 7-Inv #240022-7	Paid by EFT # 65579		05/13/2025	05/13/2025	05/23/2025		05/23/2025	34,485.00
1537 - Indiana Door & Hardware Specialties, INC	2000AA	15-Serv -Exit device- 225 S College Ave- 6/17/24	Paid by Check # 80104		05/13/2025	05/13/2025	05/23/2025		05/23/2025	75.00
393 - Kone INC	921718792	15-Service-elevator 320 W 8th St (Showers West)-4/30/25	Paid by EFT # 65660		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,084.95
7414 - MAP Communications, INC (Live Voice)	000036-383-051	15-Answering Service for College Square- May 2025	Paid by Check # 80108		05/13/2025	05/13/2025	05/23/2025		05/23/2025	50.48
7402 - Nature's Way, INC	473	15-Flowering plant rotation-Showers West 4/14/25	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	144.00
7402 - Nature's Way, INC	725	15-Monthly Interior Maintenance-Showers West - May 2025	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	276.85
7402 - Nature's Way, INC	662	15-Monthly Interior Maintenance-226 S College Ave - May 2025	Paid by EFT # 65686		05/13/2025	05/13/2025	05/23/2025		05/23/2025	93.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-260108	15-Janitorial Services 5x's per week-Showers West - May 2025	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	1,648.00



# Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2519 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-259855	15-Janitorial services for 222 S College Ave - May 2025	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	397.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-253000	15-The Mill post paint clean-3/1/25	Paid by EFT # 65731		05/13/2025	05/13/2025	05/23/2025		05/23/2025	695.32
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	111245	15-Snow removal of sidewalks for Hopewell Site-1/16/25	Paid by EFT # 65752		05/13/2025	05/13/2025	05/23/2025		05/23/2025	3,940.00
8353 - Umphress Masonry, INC	50125-1	15-Emergency Shoring/Framing-South wall-Mill-April 2025	Paid by EFT # 65761		05/13/2025	05/13/2025	05/23/2025		05/23/2025	99,052.49
208 - City Of Bloomington Utilities	14660-004 0425	15-College Sq-216 S. College-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	149.50
208 - City Of Bloomington Utilities	17199-002 0425	15-College Sq-206 S. College-water/sewer bill-April 2025	Paid by Check # 80084		05/14/2025	05/14/2025	05/14/2025		05/14/2025	184.45
223 - Duke Energy	9101704000360 325	15-617 N Madison St-Fire Pump-elec chgs 02/22/25-03/21/25	Paid by Check # 80089		05/14/2025	05/14/2025	05/14/2025		05/14/2025	26.50
223 - Duke Energy	9101704000360 425	15-617 N Madison St-Fire Pump-elec chgs 03/22/25-04/22/25	Paid by Check # 80089		05/14/2025	05/14/2025	05/14/2025		05/14/2025	27.63
223 - Duke Energy	9101205760680 425	15-Trades Dristict-Outdoor Lighting-elec chgs 03/18/25-04/15/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	27.18
223 - Duke Energy	9101205749170 425	15-489 10th St W. Misc:Cmrcl Spce-elec. chgs 03/21/25-04/21/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	554.89
223 - Duke Energy	9101205751660 425	15-627 N Morton-elec chgs 03/04/25-04/01/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	99.31
223 - Duke Energy	9101205758430 425	15-College Sq-200 S. College Ave-elec. chgs 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	226.08
223 - Duke Energy	9101205761750 425	15-College Sq-202 S College-elec. bill 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	73.37





# Board of Redevelopment Commission Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2519 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205753640425	15-College Sq-204 S. College Ave-electric bill 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	312.17
223 - Duke Energy	9101205762900425	15-College Sq-208 S. College-elec. bill 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	357.24
223 - Duke Energy	9101205763990425	15-College Sq-210 S. College Ave-elec. chgs 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	247.96
223 - Duke Energy	9101205752310425	15-College Sq-216 S. College-elec chgs 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	116.46
223 - Duke Energy	9101205760180425	15-College Sq-222 S College Ave -elec bill 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	188.23
223 - Duke Energy	9101205756790425	15-College Sq-222 S College Ave - elec serv 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	272.63
223 - Duke Energy	9101205750330425	15-College Sq-226 S. College Ave-elec chgs 03/27/25-04/25/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	490.94
223 - Duke Energy	910177380219425	15-Electric Serv-714 S Rogers St. 03/26/25-04/24/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	769.19
223 - Duke Energy	9101397672040525	15-Showers W-320 E 8th St-elec chgs-04/02/25-05/01/25	Paid by Check # 80087		05/14/2025	05/14/2025	05/14/2025		05/14/2025	7,595.94
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2050725	15-College Sq-200 S. College-gas bill 04/02/25-05/01/25	Paid by Check # 80090		05/14/2025	05/14/2025	05/14/2025		05/14/2025	49.42
2260 - Republic Services, INC	0694-003710202	15-627 N Morton St-trash service-May 2025 -incl overage 4/10 & 17	Paid by EFT # 65521		05/14/2025	05/14/2025	05/14/2025		05/14/2025	300.11
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0050725	15-College Sq-216 S. College-gas bill 04/02/25-05/01/25	Edit		05/21/2025	05/21/2025	05/21/2025			98.53
364 - Rumpke Of Indiana, LLC	3700202044-0525	15-Trash Service-320 W 8th Street-Showers West-May 2025	Edit		05/21/2025	05/21/2025	05/21/2025			131.23
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	34		\$157,241.55
Program <b>150000 - Main</b> Totals							Invoice Transactions	34		\$157,241.55
Department <b>15 - HAND</b> Totals							Invoice Transactions	34		\$157,241.55





# Board of Redevelopment Commission Claim Register

Invoice Date Range 05/10/25 - 05/23/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
					Fund <b>2519 - RDC</b> Totals			Invoice Transactions	34	\$157,241.55
Fund <b>4445 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
7808 - J.S. Held LLC	INV-01US-0262704	15-Project Management for Hopewell Sites - April 2025	Paid by EFT # 65650		05/13/2025	05/13/2025	05/23/2025		05/23/2025	4,032.20
223 - Duke Energy	910122949536425H	15-1st St. Reconstruction, Street Light Installation	Paid by Check # 80088		05/14/2025	05/14/2025	05/14/2025		05/14/2025	82,472.82
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	2	\$86,505.02
Program <b>159001 - Adams Crossing Area</b> Totals								Invoice Transactions	2	\$86,505.02
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
8595 - Weber Group II, LLC	13619	04-Fabrication for Trades District Art Installations App 5	Paid by EFT # 65769		05/13/2025	05/13/2025	05/23/2025		05/23/2025	35,517.74
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$35,517.74
Program <b>159002 - Downtown Area</b> Totals								Invoice Transactions	1	\$35,517.74
Department <b>15 - HAND</b> Totals								Invoice Transactions	3	\$122,022.76
Fund <b>4445 - Consolidated TIF</b> Totals								Invoice Transactions	3	\$122,022.76
Grand Totals								Invoice Transactions	60	\$305,446.29

## REGISTER OF CLAIMS

## Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/23/25	Claims				\$305,446.29
					<u>\$305,446.29</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 \$305,446.29

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

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

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

Fiscal Office

Ashin [Signature]



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

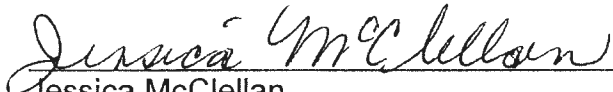
p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** May 2, 2025  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 04/14/2025 to 04/27/2025. 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 05/02/25 - 05/02/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	05/02/2025	2,790.08		.00	297.61	170.72	39.93	78.45	55.96	185.84	1,961.57
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.72	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.57
10000 Bixler, Daniel R 2594	05/02/2025	2,105.27		.00	181.72	124.14	29.04	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.14	\$29.04	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	05/02/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	05/02/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	05/02/2025	2,468.16		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.41
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	05/02/2025	2,307.19		.00	235.84	139.08	32.53	66.22	47.24	106.35	1,679.93
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.08	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.93
10000 Finley, Christina L 0187	05/02/2025	3,505.96		.00	449.19	197.61	46.22	94.16	67.99	368.95	2,281.84
			.00	.00	3,177.10	3,187.10	3,187.10	3,177.10	3,177.10		
		\$3,505.96	\$0.00	\$0.00	\$449.19	\$197.61	\$46.22	\$94.16	\$67.99	\$368.95	\$2,281.84
2393 Hayes, Chastina J	05/02/2025	2,468.15		.00	210.27	150.08	35.10	71.88	41.93	88.47	1,870.42
			.00	.00	2,395.88	2,420.88	2,420.88	2,395.88	2,395.88		
		\$2,468.15	\$0.00	\$0.00	\$210.27	\$150.08	\$35.10	\$71.88	\$41.93	\$88.47	\$1,870.42
3496 Hershman, Felicia J	05/02/2025	2,009.91		.00	154.74	119.85	28.03	57.99	41.37	97.78	1,510.15
			.00	.00	1,933.11	1,933.11	1,933.11	1,933.11	1,933.11		
		\$2,009.91	\$0.00	\$0.00	\$154.74	\$119.85	\$28.03	\$57.99	\$41.37	\$97.78	\$1,510.15
			\$0.00	\$0.00	\$1,933.11	\$1,933.11	\$1,933.11	\$1,933.11	\$1,933.11		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/02/25 - 05/02/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	05/02/2025	3,156.61		.00	412.29	192.78	45.08	89.13	63.58	147.27	2,206.48
			.00	.00	3,009.34	3,109.34	3,109.34	3,009.34	3,009.34		
		\$3,156.61	\$0.00	\$0.00	\$412.29	\$192.78	\$45.08	\$89.13	\$63.58	\$147.27	\$2,206.48
3306 Killion-Hanson, Anna	05/02/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	05/02/2025	2,629.11		.00	214.62	163.01	38.12	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.01	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	05/02/2025	1,722.17		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.04
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.04
1378 Sandweiss, Noah S	05/02/2025	3,156.61		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.28
			.00	.00	3,094.48	3,094.48	3,094.48	3,094.48	3,094.48		
		\$3,156.61	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.28
10000 Stong, Mary J 0471	05/02/2025	2,790.08		.00	317.24	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
504 Swinney, Matthew P	05/02/2025	3,597.07		.00	615.37	223.60	52.29	107.75	76.86	44.34	2,476.86
			.00	.00	3,591.53	3,606.53	3,606.53	3,591.53	3,591.53		
		\$3,597.07	\$0.00	\$0.00	\$615.37	\$223.60	\$52.29	\$107.75	\$76.86	\$44.34	\$2,476.86
3781 Tamewitz, Steven W	05/02/2025	2,146.23		.00	222.40	133.07	31.12	113.23	55.11	.00	1,591.30
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$222.40	\$133.07	\$31.12	\$113.23	\$55.11	\$0.00	\$1,591.30
2477 Toothman, Cody B	05/02/2025	3,376.85		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.19
			.00	.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00		
		\$3,376.85	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.19
			\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/02/25 - 05/02/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	05/02/2025	3,597.08		.00	290.53	223.02	52.16	101.91	72.70	249.15	2,607.61
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08	\$0.00	\$0.00	\$290.53	\$223.02	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.61
728 Wright, Edward E	05/02/2025	2,105.28		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.77
			.00	.00	1,907.88	1,907.88	1,907.88	1,907.88	1,907.88		
		\$2,105.28	\$0.00	\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.77
			\$0.00	\$0.00	\$1,907.88	\$1,907.88	\$1,907.88	\$1,907.88	\$1,907.88		
HAND - Housing & Neighborhood Dev		\$54,807.42		\$0.00	\$5,498.81	\$3,273.01	\$765.46	\$1,604.57	\$1,094.54	\$3,197.97	\$39,373.06
			\$0.00	\$0.00	\$52,164.57	\$52,790.57	\$52,790.57	\$52,164.57	\$52,164.57		
Grand Totals		\$54,807.42		\$0.00	\$5,498.81	\$3,273.01	\$765.46	\$1,604.57	\$1,094.54	\$3,197.97	\$39,373.06
			\$0.00	\$0.00	\$52,164.57	\$52,790.57	\$52,790.57	\$52,164.57	\$52,164.57		

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

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

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
5/2/2025	Payroll				54,807.42
					<u>54,807.42</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 **\$ 54,807.42**

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



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

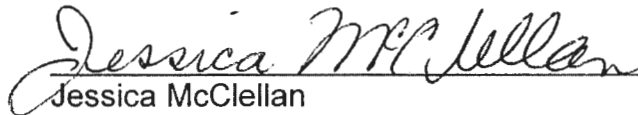
p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** May 16, 2025  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 04/28/2025 to 05/11/2025. 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 05/16/25 - 05/16/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	05/16/2025	2,790.08		.00	297.61	170.71	39.92	78.45	55.96	185.84	1,961.59
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.71	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.59
10000 Bixler, Daniel R 2594	05/16/2025	2,105.27		.00	181.72	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	05/16/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	05/16/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	05/16/2025	2,468.16		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.41
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	05/16/2025	2,307.19		.00	235.84	139.09	32.53	66.22	47.24	106.35	1,679.92
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.09	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.92
10000 Finley, Christina L 0187	05/16/2025	3,505.95		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.85
			.00	.00	3,177.09	3,187.09	3,187.09	3,177.09	3,177.09		
		\$3,505.95	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.85
2393 Hayes, Chastina J	05/16/2025	2,468.17		.00	210.28	150.11	35.10	71.88	41.93	88.47	1,870.40
			.00	.00	2,395.90	2,420.90	2,420.90	2,395.90	2,395.90		
		\$2,468.17	\$0.00	\$0.00	\$210.28	\$150.11	\$35.10	\$71.88	\$41.93	\$88.47	\$1,870.40
3496 Hershman, Felicia J	05/16/2025	2,024.04		.00	156.44	120.73	28.23	58.42	41.67	97.78	1,520.77
			.00	.00	1,947.24	1,947.24	1,947.24	1,947.24	1,947.24		
		\$2,024.04	\$0.00	\$0.00	\$156.44	\$120.73	\$28.23	\$58.42	\$41.67	\$97.78	\$1,520.77
			\$0.00	\$0.00	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/16/25 - 05/16/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	05/16/2025	3,156.62		.00	412.29	192.78	45.09	89.13	63.58	147.27	2,206.48
			.00	.00	3,009.35	3,109.35	3,109.35	3,009.35	3,009.35		
		\$3,156.62	\$0.00	\$0.00	\$412.29	\$192.78	\$45.09	\$89.13	\$63.58	\$147.27	\$2,206.48
3306 Killion-Hanson, Anna	05/16/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	05/16/2025	2,629.10		.00	214.62	163.00	38.12	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.10	2,629.10	2,629.10	2,599.10	2,599.10		
		\$2,629.10	\$0.00	\$0.00	\$214.62	\$163.00	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	05/16/2025	1,722.16		.00	114.21	98.91	23.14	46.71	33.32	126.85	1,279.02
			.00	.00	1,595.31	1,595.31	1,595.31	1,595.31	1,595.31		
		\$1,722.16	\$0.00	\$0.00	\$114.21	\$98.91	\$23.14	\$46.71	\$33.32	\$126.85	\$1,279.02
1378 Sandweiss, Noah S	05/16/2025	3,156.62		.00	431.02	191.85	44.87	91.68	65.40	80.50	2,251.30
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62	\$0.00	\$0.00	\$431.02	\$191.85	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.30
10000 Stong, Mary J 0471	05/16/2025	2,790.08		.00	317.24	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
504 Swinney, Matthew P	05/16/2025	3,597.08		.00	615.37	223.61	52.30	107.75	76.86	44.34	2,476.85
			.00	.00	3,591.54	3,606.54	3,606.54	3,591.54	3,591.54		
		\$3,597.08	\$0.00	\$0.00	\$615.37	\$223.61	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.85
3781 Tamewitz, Steven W	05/16/2025	2,146.23		.00	222.40	133.06	31.12	113.23	55.11	.00	1,591.31
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$222.40	\$133.06	\$31.12	\$113.23	\$55.11	\$0.00	\$1,591.31
2477 Toothman, Cody B	05/16/2025	3,376.85		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.19
			.00	.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00		
		\$3,376.85	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.19
			\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/16/25 - 05/16/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	05/16/2025	3,597.08		.00	290.53	223.02	52.16	101.91	72.70	249.15	2,607.61
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08		\$0.00	\$290.53	\$223.02	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.61
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		
728 Wright, Edward E	05/16/2025	2,105.26		.00	190.23	118.29	27.67	57.24	33.39	229.70	1,448.74
			.00	.00	1,907.86	1,907.86	1,907.86	1,907.86	1,907.86		
		\$2,105.26		\$0.00	\$190.23	\$118.29	\$27.67	\$57.24	\$33.39	\$229.70	\$1,448.74
			\$0.00	\$0.00	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86		
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$54,821.55		\$0.00	\$5,500.52	\$3,273.90	\$765.67	\$1,605.00	\$1,094.84	\$3,197.97	\$39,383.65
			\$0.00	\$0.00	\$52,178.70	\$52,804.70	\$52,804.70	\$52,178.70	\$52,178.70		
Grand Totals		\$54,821.55		\$0.00	\$5,500.52	\$3,273.90	\$765.67	\$1,605.00	\$1,094.84	\$3,197.97	\$39,383.65
			\$0.00	\$0.00	\$52,178.70	\$52,804.70	\$52,804.70	\$52,178.70	\$52,178.70		

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/16/2025	Payroll				54,821.55
					<u>54,821.55</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 **\$ 54,821.55**

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 \_\_\_\_\_

---

# Bloomington Redevelopment Commission

## Financial Update

Prepared by: Reedy Financial Group, P.C.

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May 13, 2025

9000 Keystone Crossing, Suite 660  
Indianapolis, IN 46240  
103 N Community Dr.  
Seymour, IN 47274



PH: 1-317-820-3440  
FX: 1-812-522-9494  
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## Overview

### Bloomington Redevelopment Commission Redevelopment Overview

#### Commissioners & Officers:

Name	Position	Term Beginning	Term End
Deborah Myerson	President	1/1/2025	12/31/2025
Sue Sgambelluri	Vice President	1/1/2025	12/31/2025
John West	Secretary	1/1/2025	12/31/2025
Laurie McRobbie	Member	1/1/2025	12/31/2025
Randy Cassady	Member	1/1/2025	12/31/2025
Sam Fleener	School Member	1/1/2025	12/31/2025

#### Employee Information:

Name	Position	2025 Wages
None	None	\$ -

#### Local Counsel:

Name	Company	Phone Number
Dana Kerr	Kerr Law, P.C.	(812) 935-5377

#### Overlapping Units:

Richland Township  
 Richland-Bean Blossom Community School Corporation  
 Van Buren Township  
 Perry Township  
 Bloomington Township  
 Monroe County Community School Corporation  
 Bloomington Civil City  
 Bloomington Transportation  
 Monroe County  
 Monroe County Solid Waste Management District  
 Monroe Fire Protection District  
 Monroe County Public Library

## Overview

Bloomington Redevelopment Commission  
2025 Claims

Fund	Category Section	Fund Project Category	Year	Month	Description	Expenditure
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	March	B-Line Extension Project	\$ 1,842.74
TIF Consolidated - 439	Capital Outlays	17th St. Sidewalk	2025	March	Construction Inspection	\$ 7,097.64
TIF Consolidated - 439	Capital Outlays	Trades District	2025	March	Mechanical Contractor Work Tech Center	\$ 2,015.10
TIF Consolidated - 439	Capital Outlays	Trades District	2025	March	Mechanical Contractor Work Tech Center	\$ 38,286.90
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell Security Patrol	\$ 9,444.96
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Project Management fee for Hopewell	\$ 9,544.50
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Project Management fee for Hopewell	\$ 20,564.00
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell Phase 1 East	\$ 34,708.33
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell West-Jackson Street	\$ 4,440.24
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell West-Jackson Street	\$ 19,071.20
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell West-Jackson Street	\$ 2,592.20
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Project Management fee for Hopewell	\$ 7,824.00
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	March	Hopewell Phase 1 East	\$ 25,881.30
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	February	B-Line Extension Project	\$ 2,760.12
TIF Consolidated - 439	Capital Outlays	Trades District	2025	February	Trades District Tech Center	\$ 2,087.60
TIF Consolidated - 439	Capital Outlays	Trades District	2025	February	Trades District Tech Center	\$ 39,664.36
TIF Consolidated - 439	Capital Outlays	Trades District	2025	February	Construction Administration	\$ 4,618.27
TIF Consolidated - 439	Capital Outlays	Trades District	2025	February	Construction Administration	\$ 582.28
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Project Management fee for Hopewell	\$ 20,564.00
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Project Management fee for Hopewell	\$ 20,564.00
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Project Management fee for Hopewell	\$ 4,652.50
TIF Consolidated - 439	Capital Outlays	1st St.	2025	February	1st Street Reconstruction Project	\$ 11,808.27
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Hopewell Phase 1 East	\$ 16,909.71
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Hopewell Phase 1 East	\$ 261,919.52
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Hopewell Phase 1 East	\$ 24,734.50
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Hopewell South Demolition	\$ 18,469.35
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	February	Project Management fee for Hopewell	\$ 945.00
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	January	B-Line Extension Project	\$ 27,851.97
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	January	B-Line Extension Project	\$ 5,183.92
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	January	B-Line Extension Project	\$ 400.00
TIF Consolidated - 439	Capital Outlays	B-Link Trail	2025	January	B-Line Extension Project	\$ 200.00
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	January	Project Management fee for Hopewell	\$ 4,209.50
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	January	Hopewell Phase 1 East	\$ 22,459.67
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	January	Hopewell South Demolition	\$ 5,172.75
TIF Consolidated - 439	Capital Outlays	Hopewell	2025	January	Hopewell West-Jackson Street	\$ 21,082.29
TIF Consolidated - 439	Capital Outlays	1st St.	2025	January	1st Street Reconstruction Project	\$ 2,790.17
TIF Consolidated - 439	Capital Outlays	1st St.	2025	January	1st Street Reconstruction Project	\$ 2,020.86
TIF Consolidated - 439	Debt Payments	2024 Refunding Bonds	2025	January	Interest Payment 2/1/2025	\$ 320,250.00
TIF Consolidated - 439	Debt Payments	2024 Refunding Bonds	2025	January	Principal Payment 2/1/2025	\$ 1,625,000.00
<b>Total</b>						<b>\$ 2,650,213.72</b>



## Financials

### Bloomington Redevelopment Commission

#### Bloomington Consolidated Allocation Area - Monthly Balance

	Beginning Cash Balance	Revenue	Capital Outlays	Debt Payments	Other Services & Charges	Ending Cash Balance
<b>2025</b>						
January	\$ 17,199,195	\$ 112,955	\$ 91,371	\$ 1,945,250	\$ -	\$ 15,275,529
February	\$ 15,275,529	\$ 63,010	\$ 430,279	\$ -	\$ -	\$ 14,908,259
March	\$ 14,908,259	\$ 51,401	\$ 183,313	\$ -	\$ -	\$ 14,776,347
April	\$ 14,776,347	\$ 219,182	\$ 2,171,107	\$ 1,857,270	\$ 20,833	\$ 10,946,318
May	\$ 10,946,318	\$ 219,182	\$ 2,171,107	\$ 55,827	\$ 20,833	\$ 8,917,733
June	\$ 8,917,733	\$ 9,561,662	\$ 2,171,107	\$ 120,071	\$ 20,833	\$ 16,167,384
July	\$ 16,167,384	\$ 219,182	\$ 2,171,107	\$ 2,985,320	\$ 20,833	\$ 11,209,305
August	\$ 11,209,305	\$ 219,182	\$ 2,171,107	\$ 55,827	\$ 20,833	\$ 9,180,720
September	\$ 9,180,720	\$ 219,182	\$ 2,171,107	\$ 55,827	\$ 20,833	\$ 7,152,134
October	\$ 7,152,134	\$ 219,182	\$ 2,171,107	\$ 55,827	\$ 20,833	\$ 5,123,548
November	\$ 5,123,548	\$ 219,182	\$ 2,171,107	\$ 55,827	\$ 20,833	\$ 3,094,962
December	\$ 3,094,962	\$ 9,561,662	\$ 2,171,107	\$ 121,071	\$ 20,833	\$ 10,343,613
<b>Total</b>		<b>\$ 20,884,962</b>	<b>\$ 20,244,927</b>	<b>\$ 7,308,117</b>	<b>\$ 187,500</b>	
<b>2026</b>						
January	\$ 10,343,613	\$ 183,333	\$ 1,681,914	\$ 3,488,582	\$ 15,625	\$ 5,340,825
February	\$ 5,340,825	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ 3,770,792
March	\$ 3,770,792	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ 2,200,759
April	\$ 2,200,759	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ 630,726
May	\$ 630,726	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ (939,307)
June	\$ (939,307)	\$ 9,525,814	\$ 1,681,914	\$ 121,267	\$ 15,625	\$ 6,767,700
July	\$ 6,767,700	\$ 183,333	\$ 1,681,914	\$ 3,485,845	\$ 15,625	\$ 1,767,650
August	\$ 1,767,650	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ 197,617
September	\$ 197,617	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ (1,372,416)
October	\$ (1,372,416)	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ (2,942,449)
November	\$ (2,942,449)	\$ 183,333	\$ 1,681,914	\$ 55,827	\$ 15,625	\$ (4,512,482)
December	\$ (4,512,482)	\$ 9,525,814	\$ 1,681,914	\$ 120,267	\$ 15,625	\$ 3,195,525
<b>Total</b>		<b>\$ 20,884,962</b>	<b>\$ 20,182,973</b>	<b>\$ 7,662,577</b>	<b>\$ 187,500</b>	

Note: Financial information is as of 3/31/2025.

<b>Most Recently Updated Month</b>
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## Financials

### Bloomington Redevelopment Commission

#### North Kinser Pike Allocation Area - Monthly Balance

	Beginning Cash Balance	Revenue	Capital Outlays	Debt Payments	Other Services & Charges	Ending Cash Balance
<b>2025</b>						
January	\$ 648,892	\$ 2,433	\$ -	\$ -	\$ -	\$ 651,325
February	\$ 651,325	\$ 2,214	\$ -	\$ -	\$ -	\$ 653,539
March	\$ 653,539	\$ 2,278	\$ -	\$ -	\$ -	\$ 655,817
April	\$ 655,817	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 619,159
May	\$ 619,159	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 582,501
June	\$ 582,501	\$ 44,325	\$ 38,889	\$ -	\$ -	\$ 587,937
July	\$ 587,937	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 551,278
August	\$ 551,278	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 514,620
September	\$ 514,620	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 477,961
October	\$ 477,961	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 441,303
November	\$ 441,303	\$ 2,230	\$ 38,889	\$ -	\$ -	\$ 404,644
December	\$ 404,644	\$ 44,325	\$ 38,889	\$ -	\$ -	\$ 410,080
<b>Total</b>		\$ 111,189	\$ 350,000	\$ -	\$ -	
<b>2026</b>						
January	\$ 410,080	\$ -	\$ 31,923	\$ -	\$ -	\$ 378,157
February	\$ 378,157	\$ -	\$ 31,923	\$ -	\$ -	\$ 346,234
March	\$ 346,234	\$ -	\$ 31,923	\$ -	\$ -	\$ 314,310
April	\$ 314,310	\$ -	\$ 31,923	\$ -	\$ -	\$ 282,387
May	\$ 282,387	\$ -	\$ 31,923	\$ -	\$ -	\$ 250,464
June	\$ 250,464	\$ -	\$ 31,923	\$ -	\$ -	\$ 218,540
July	\$ 218,540	\$ -	\$ 31,923	\$ -	\$ -	\$ 186,617
August	\$ 186,617	\$ -	\$ 31,923	\$ -	\$ -	\$ 154,694
September	\$ 154,694	\$ -	\$ 31,923	\$ -	\$ -	\$ 122,770
October	\$ 122,770	\$ -	\$ 31,923	\$ -	\$ -	\$ 90,847
November	\$ 90,847	\$ -	\$ 31,923	\$ -	\$ -	\$ 58,924
December	\$ 58,924	\$ -	\$ 31,923	\$ -	\$ -	\$ 27,000
<b>Total</b>		\$ -	\$ 383,080	\$ -	\$ -	

Note: Financial information is as of 3/31/2025.

<b>Most Recently Updated Month</b>
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## Financials

## Bloomington Redevelopment Commission

## Bloomington Consolidated Allocation Area - Fund # 4445

	Actual 2023	Actual 2024	Projected 2025	as of 3/31/2025	Projected 2026	Projected 2027
Beginning Cash Balance	\$ 26,318,383	\$ 27,305,255	\$ 17,199,195	\$ 17,199,195	\$ 10,343,613	\$ 3,195,525
<b>Plus Revenues:</b>						
Federal and State Grants	\$ 216,370	\$ 2,876,842	\$ 1,000,000	\$ 66,975	\$ 1,000,000	\$ 1,000,000
Bond Proceeds	\$ -	\$ 203,013	\$ -	\$ -	\$ -	\$ -
Interest / Misc. Revenue	\$ 1,728,867	\$ 1,097,108	\$ 1,200,000	\$ 160,392	\$ 1,200,000	\$ 1,200,000
TIF Revenue Collections	\$ 15,940,690	\$ 15,947,519	\$ 18,684,962	\$ -	\$ 18,684,962	\$ 18,684,962
<b>Total Revenues</b>	<b>\$ 17,885,928</b>	<b>\$ 20,124,483</b>	<b>\$ 20,884,962</b>	<b>\$ 227,366</b>	<b>\$ 20,884,962</b>	<b>\$ 20,884,962</b>
<b>Total Revenues + Beginning Cash Balance</b>	<b>\$ 44,204,311</b>	<b>\$ 47,429,738</b>	<b>\$ 38,084,156</b>	<b>\$ 17,426,561</b>	<b>\$ 31,228,575</b>	<b>\$ 24,080,487</b>
<b>Less Expenditures:</b>						
<b>Capital Outlays</b>						
1st St.	\$ 143,576	\$ 2,045,614	\$ 16,619	\$ 16,619	\$ -	\$ -
17th St. Sidewalk	\$ 7,822	\$ 206,797	\$ 7,098	\$ 7,098	\$ -	\$ -
4th Street Garage	\$ -	\$ 52,500	\$ -	\$ -	\$ -	\$ -
Academic Health Center	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Property Appraisals	\$ 62,250	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000
Annual BCT Theater Improvements	\$ 32,300	\$ -	\$ -	\$ -	\$ -	\$ 74,000
Hopewell	\$ 6,621,186	\$ 14,861,194	\$ 6,166,666	\$ 555,754	\$ 6,166,666	\$ 6,166,666
Infrastructure Projects	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000
Public Safety Capital or Operating	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000
Purchasing Property	\$ 1,900,405	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000
Tapp & Rockport	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
TIF District Park Improvements	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 3,000,000
Trades District	\$ 207,935	\$ 4,860,349	\$ 1,966,305	\$ 87,255	\$ 1,966,307	\$ -
<b>Past Projects</b>						
B-Link Trail	\$ 264,607	\$ 836,956	\$ 38,239	\$ 38,239	\$ -	\$ -
Winslow Henderson Sidepath	\$ 213,620	\$ 24,160	\$ -	\$ -	\$ -	\$ -
<b>Debt Payments</b>						
<b>Total Debt Payments</b>	<b>\$ 6,909,127</b>	<b>\$ 6,900,998</b>	<b>\$ 7,308,117</b>	<b>\$ 1,945,250</b>	<b>\$ 7,662,577</b>	<b>\$ 6,658,642</b>
Walnut St. Garage Lease	\$ 213,897	\$ 213,897	\$ 233,808	\$ -	\$ 233,808	\$ 233,808
Bank Fees	\$ 455	\$ 1,353	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
Morton St. Garage Lease	\$ 456,430	\$ 456,430	\$ 436,116	\$ -	\$ 436,116	\$ 436,116
CTP Bond	\$ 903,076	\$ 903,490	\$ 907,954	\$ -	\$ 901,647	\$ 899,911
Redev Tax Rev Bonds 2015	\$ 2,841,028	\$ 2,837,139	\$ -	\$ -	\$ -	\$ -
General Revenue Bonds, 2021	\$ 128,496	\$ 128,258	\$ 128,488	\$ -	\$ 128,880	\$ 129,181
2024 Refunding Bonds	\$ -	\$ -	\$ 3,240,875	\$ 1,945,250	\$ 2,597,000	\$ 2,598,500
Summit District Debt Service	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -
Bond Transfers	\$ 2,365,745	\$ 2,360,430	\$ 2,359,876	\$ -	\$ 2,364,126	\$ 2,360,126
<b>Other Services &amp; Charges</b>						
Garage Expenses	\$ 172,904	\$ 216,029	\$ 126,000	\$ -	\$ 126,000	\$ 126,000
Interfund Transfer	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 1,500
Professional Services	\$ 98,324	\$ 225,947	\$ 60,000	\$ -	\$ 60,000	\$ 60,000
<b>Total Spending</b>	<b>\$ 16,899,056</b>	<b>\$ 30,230,543</b>	<b>\$ 27,740,543</b>	<b>\$ 2,650,214</b>	<b>\$ 28,033,050</b>	<b>\$ 25,076,808</b>
Surplus / (Deficit)	\$ 986,871	\$ (10,106,060)	\$ (6,855,582)	\$ (2,422,847)	\$ (7,148,088)	\$ (4,191,846)
Pass Through Calculation	106%	67%	75%	9%	75%	83%
<b>Year End Fund Balance:</b>	<b>\$ 27,305,255</b>	<b>\$ 17,199,195</b>	<b>\$ 10,343,613</b>	<b>\$ 14,776,347</b>	<b>\$ 3,195,525</b>	<b>\$ (996,320)</b>

Note: Revenues and expenditures are as of 3/31/2025.

9000 Keystone Crossing. Suite 660  
Indianapolis, IN 46240  
103 N Community Dr.  
Seymour, IN 47274

  
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## Financials

## Bloomington Redevelopment Commission

## North Kinser Pike Allocation Area - Fund # 4451

	Actual 2023	Actual 2024	Projected 2025	as of 3/31/2025	Projected 2026	Projected 2027
Beginning Cash Balance	\$ 765,915	\$ 688,539	\$ 648,892	\$ 648,892	\$ 410,080	\$ 27,000
<u>Plus Revenues:</u>						
Interest / Misc. Revenue	\$ 30,181	\$ 32,182	\$ 27,000	\$ 6,926	\$ -	\$ -
TIF Revenue Collections	\$ 90,163	\$ 86,336	\$ 84,189	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 120,344</b>	<b>\$ 118,519</b>	<b>\$ 111,189</b>	<b>\$ 6,926</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues + Beginning Cash Balance</b>	<b>\$ 886,259</b>	<b>\$ 807,058</b>	<b>\$ 760,080</b>	<b>\$ 655,817</b>	<b>\$ 410,080</b>	<b>\$ 27,000</b>
<div style="border: 1px solid black; padding: 5px; background-color: #e6f2ff;">           Kinser Pike expires in Pay 2026. RFG takes a conservative approach and assumes no TIF Revenues in 2026.         </div>						
<u>Less Expenditures:</u>						
<b>Capital Outlays</b>						
Cascades Trail	\$ 197,720	\$ 158,166	\$ 350,000	\$ -	\$ 383,080	\$ -
<b>Debt Payments</b>						
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Services &amp; Charges</b>						
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Spending</b>	<b>\$ 197,720</b>	<b>\$ 158,166</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>\$ 383,080</b>	<b>\$ -</b>
Surplus / (Deficit)	\$ (77,376)	\$ (39,647)	\$ (238,811)	\$ 6,926	\$ (383,080)	\$ -
Pass Through Calculation	61%	75%	32%	0%	0%	0%
<b>Year End Fund Balance:</b>	<b>\$ 688,539</b>	<b>\$ 648,892</b>	<b>\$ 410,080</b>	<b>\$ 655,817</b>	<b>\$ 27,000</b>	<b>\$ 27,000</b>

Note: Revenues and expenditures are as of 3/31/2025.

## Indebtedness

### Bloomington Redevelopment Commission Debt Overview

	Final Maturity Date	Outstanding Debt as of 1/1/2025	Actual Amount Paid on Obligations in 2025
<b>Bloomington Consolidated TIF</b>			
7th & Walnut LLC Lease	2/1/2031	\$ 1,264,956	\$ -
Mercury Garage Market Lease	1/1/2034	\$ 3,284,381	\$ -
Solar Project Lease Agreement	10/30/2037	\$ 9,597,794	\$ -
Refunding of Redevelopment District Tax Increment Revenue Bonds Series, 2017	2/1/2032	\$ 6,055,000	\$ -
Tax Increment Revenue Bonds of 2019, Series A-1	2/1/2040	\$ 12,800,000	\$ -
Tax Increment Revenue Bonds of 2019, Series B	2/1/2040	\$ 10,580,000	\$ -
Tax Increment Refunding Rev. Bonds of 2024	2/1/2040	\$ 27,450,000	\$ 1,945,250

*Note: The RDC is only responsible for 15.06% of the Solar Project Lease payment.*

*Note : You can request amortization tables from RFG for outstanding debt if needed.*

**25-58  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL TO TERMINATE LEASES AT SHOWERS WEST**

- WHEREAS, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”);
- WHEREAS, the RDC approved a purchase agreement for 320 West Eighth Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new fire administration offices;
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023;
- WHEREAS, part of the redevelopment of the Property includes making certain improvements to configure the Property for public safety use (“Project”);
- WHEREAS, when the RDC purchased the Property, there were several suites that were leased out to various companies or organizations and there are eight tenants remaining, namely
- Bloomington Board of Realtors, Inc.  
Bloomington Health Foundation, Inc.  
Monroe County CASA, Inc.  
Crash Research and Analysis, Inc.  
Merrill Lynch  
Probleu, Inc.  
Shrewsberry & Associates, LLC  
Warrant Technologies, Inc.;
- WHEREAS, Showers West was funded by bonds that were issued for public safety capital projects;
- WHEREAS, long term commercial leases are not public safety or governmental uses;
- WHEREAS, Indiana Code § 32-24-1-16 states that “[a] person having an interest in property that has been or may be acquired for a public use without the procedures of this article or any prior law followed is entitled to have the person's damages assessed under this article substantially in the manner provided in this article”;
- WHEREAS, the RDC realizes that those with leasehold interests being terminated may incur damages which must be assessed; and,

WHEREAS, the RDC has determined that terminating the commercial leases and making Showers West open for any needed renovations and for use by public safety and governmental interests.

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

1. The RDC hereby states that the eight (8) named entities above be served with a Notice of Termination of Lease which shall be effective as of October 13, 2025, in a form provided or approved by the Legal Department.
2. The RDC authorizes staff and the Legal Department to perform all activities and prepare and execute all documentation necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, Vice-President

ATTEST:

---

John West, Secretary

---

Date

**25-59**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF LEASE FOR FOURTH STREET GARAGE**  
**COMMERCIAL/OFFICE SPACE WITH VISIT BLOOMINGTON**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District (“Project”);
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);
- WHEREAS, the Project included commercial/office space as part of the Fourth Street Garage;
- WHEREAS, the RDC caused two separate appraisals of the Properties to be conducted and authorized notice of offering to lease the space pursuant to those appraisals in Resolution 20-92;
- WHEREAS, the RDC has negotiated terms of a potential lease with The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington (“Tenant”);
- WHEREAS, the parties desire to enter into a five-year lease with the following terms:
- Rented space will be 2,244 square feet within the Fourth Street Garage
  - Rental Rates as follows:
    - Year 1: \$18.50 per square feet
    - Year 2: \$19.50 per square feet.
    - Year 3: \$20.50 per square feet
    - Year 4: \$21.50 per square feet
    - Year 5: \$22.50 per square feet
  - Tenant is responsible for design and implementation costs for any and all tenant improvements
  - Tenant would perform buildout as approved by RDC
  - Any and all permanent improvements shall become the property of the RDC with no reimbursement to the Tenant;
- WHEREAS, a draft of the lease agreement is attached to this Resolution as Exhibit A; and,
- WHEREAS, City staff is seeking RDC approval to negotiate the final terms of the lease.
- NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its support for the Project.



2. The RDC finds that the lease of the Property will enhance the development and economic development of the Consolidated TIF.
3. The terms outlined above for the lease are hereby approved. RDC authorizes President Deborah Myerson to sign final form of lease on behalf of the RDC.
4. A copy of the fully executed lease shall be attached to this Resolution.
5. The RDC delegates authority to City Staff to perform any and all necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

**LEASE AGREEMENT  
FOR COMMERCIAL SPACE IN FOURTH STREET PARKING GARAGE**

THIS LEASE (“Lease”), made and entered into this 1<sup>st</sup> day of July, 2025, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment (“Landlord”), and The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington, (“Tenant”) WITNESSETH THAT:

**RECITALS**

WHEREAS, Landlord owns certain real estate and improvements commonly known as the Fourth Street Garage located at 105 West Fourth Street, Bloomington, Indiana, and more particularly described on Attachment “1” attached hereto and by reference incorporated herein (the “Premises”); and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I  
DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Premises described above and depicted in Exhibit A for Tenant’s exclusive use, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Landlord and Tenant hereby agree that the Premises contains two thousand two hundred forty-four (2,244) square feet of rentable area based on Landlord's current standards of measurement. A pre-construction architectural rendering of the Premises is depicted on Exhibit “B” is only provided for general identification purposes because the labels, measurements, line drawings, and square feet are not accurately stated on Exhibit “B.”

**ARTICLE II  
TERM OF LEASE**

Section 1. Term. Except as otherwise provided by this Agreement, the Initial Term (“Initial Term”) of this Lease shall begin on June 1, 2025, (“Commencement Date”), and ending five (5) years from the Commencement Date.

Section 2. Renewal Options. Provided Tenant is not in default at the time of exercising its option, Tenant shall have four (4) options to renew the Lease upon the expiration of the Initial Term for additional terms of five (5) years each (“Renewal Term”; together with the Initial Term, the “Term”). Tenant shall provide the Landlord with written notice not less than one hundred twenty (120) days prior to the end of the Initial Term of its intention to exercise the renewal option.

### ARTICLE III RENT

Section 1. Rent. For the first year of the Initial Term, Tenant agrees to pay Rent at the rate of Eighteen Dollars and Fifty Cents (\$18.50) per square foot, which shall be Forty-One Thousand Five Hundred Fourteen Dollars (\$41,514.5.00) payable in monthly installments of Three Thousand Four Hundred Fifty-Nine Dollars and Fifty Cents (\$3,459.50). For years 2 through 5 of the Initial Term, the rent shall be as follows:

Year	Price/Sq. Ft.	Annual Rent	Monthly Rent
2	\$19.50	\$43,758.00	\$3,646.50
3	\$20.50	\$46,002.00	\$3,833.50
4	\$21.50	\$48,246.00	\$4,020.50
5	\$22.50	\$50,490.00	\$4,207.50

Rent for any Renewal Term shall be at then prevailing market rates, which shall be memorialized as an addendum to this agreement after Tenant has provided its notice of intent to exercise its renewal option.

Tenant’s obligation to pay Rent shall begin on the Commencement Date. The rent is due on the 1<sup>st</sup> day of each month during the Term. Should said rent not be paid within five (5) business days from the 1<sup>st</sup> of the month, the Landlord reserves the right to assess a Ten Dollars (\$10.00) per day late fee. A check that is returned by the financial institutional for any reason shall be considered non-payment of rent and therefore a late charge will also be assessed after the Landlord provides Tenant notice of the returned check, plus a Fifty Dollar (\$50.00) delinquent fee and any and all fees incurred by Landlord in effectuating the return of the check to Tenant. If rent is more than ten (10) days past due, the Landlord may provide written notice to Tenant. If Tenant does not remedy the past-due rent within forty-five (45) days from the date the notice is sent, then the Landlord shall have the option of canceling and terminating this Agreement, and the balance remaining under the Term shall be accelerated and shall become immediately due and payable at the Landlord’s option. Rent for any period less than one month shall be prorated.

Section 2. Payment Address. Payments may be delivered electronically or by check. If payment is made by check, it shall be delivered to:

Bloomington Redevelopment Commission  
Post Office Box 100  
Bloomington, Indiana 47402

## ARTICLE IV USE OF THE PROPERTY

Section 1. Compliance with Law and Regulations. Tenant shall conduct its business therefrom in a safe and lawful manner. Tenant shall use the Premises at all times in compliance with all applicable laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon the Landlord or Tenant any duty with respect to, or triggered by, a change in the use or occupation of, or any improvement or alteration to, the Premises such as, for example, the Americans with Disabilities Act.

Section 2. Care of Property and Maintenance. Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises. Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.

Landlord agrees to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system. Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear. Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees

In the event that Tenant fails to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, Tenant shall be liable to the Landlord for the cost to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, and any legal costs, including attorney's fees, necessary to obtain said payment.

Section 3. Access by Landlord to Leased Property. Landlord, its agents, prospective Tenants, purchasers, or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant. For a period commencing not earlier than six (6) months prior to the expiration of the Term, Landlord may list the Premises electronically and may post "For Rent" signs. In the event of an emergency, the Landlord shall have the right to enter the Property at any time.

Section 4. Hazardous Materials. Tenant shall not in any manner use, maintain, or allow the use or maintenance of the Premises in violation of any law, ordinance, statute, regulation, rule or order (collectively "Laws") of any governmental authority, including but not limited to Laws governing

zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain, or allow the use or maintenance of the Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste, nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA), as amended; and any other applicable federal, state or local Laws.

Tenant shall promptly notify the Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Premises and shall deliver to the Landlord any notice received by Tenant relating thereto. Tenant shall indemnify and hold harmless the Landlord, the City of Bloomington, and the officers, agents, and employees of both the Landlord and the City of Bloomington from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys' fees and costs of remediation, incurred by the Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 5 Tenant Improvements. Tenant has inspected the Premises and acknowledges it is accepting the same "as is, where is, with all faults" and that Landlord will not be responsible to make any improvements to the Premises; provided, however, Landlord agrees that Tenant may commence and direct the construction of Tenant Improvements immediately. Tenant shall be solely responsible for all costs, fees, permits, etc. in the design and implementation of the Tenant Improvements. In the event of termination or expiration of this Lease, Landlord shall owe nothing to Tenant for the value of any Tenant Improvements to the Premises.

Tenant shall submit an itemized Tenant Improvement Plan to Landlord detailing the proposed improvements to the Premises for Landlord's written approval of said work prior to any work commencing. The Tenant Improvement Plan shall also indicate which improvements will be permanent fixtures to the Premises and which may remain personal property of the Tenant through the expiration of the Term. Landlord shall have fifteen (15) business days to approve or reject the Tenant Improvement Plan. Tenant shall be responsible for coordinating Tenant's architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant's improvements and use.

Section 6 Alterations. Except as explicitly approved as part of the Tenant Improvements, Tenant shall not make any other alterations, additions or improvements to the Premises, without the prior written consent of the Landlord.

## ARTICLE V UTILITIES AND SERVICES

Tenant shall pay for all utilities and services based upon or in connection with its usage of the Premises, including but not limited to gas, electricity, sewer, and water. Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs. Landlord shall provide Tenant with access to a dumpster close to Premises for trash removal at Landlord's expense. Tenant shall begin paying utilities upon execution of this Agreement, prior to the completion of its improvements, and continue through the Term of this Agreement.

## ARTICLE VI PERSONAL PROPERTY TAXES OF TENANT

Tenant shall promptly pay all applicable Indiana State, County, and Municipal personal property taxes in the event such taxes may now or hereafter be assessed against the furniture, fixtures, equipment and supplies maintained by Tenant upon the commercial space of the Premises and all taxes levied against Tenant on account of the business conducted by it upon the Premises.

## ARTICLE VII LIABILITY INSURANCE; INDEMNIFICATION

Section 1 Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Initial Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City of Bloomington, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 2 Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Landlord reserves the right to alter the insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days prior written notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 3. Builder's Risk Insurance. At all times when Tenant Improvements are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builder's Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of the improvements.

Section 4 Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional insured(s). Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No

such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or “binders” thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 5 Indemnity. Tenant shall indemnify and hold harmless the City and Landlord from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless the City and Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant’s agents, contractors or employees, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City and/or Landlord by reason of any such claim, Tenant upon notice from the City and/or Landlord shall defend the same at Tenant’s expense by counsel satisfactory to the City and Landlord.

## ARTICLE VIII SIGNS

Tenant may not install additional signage on or about said Premises, except upon Landlord’s prior written consent, which consent may not be unreasonably conditioned, delayed or withheld. Any approved signage shall comply with all local laws, rules, and regulations. All approvals shall be memorialized in writing and attached to this Agreement.

## ARTICLE IX DEFAULT AND REMEDIES

Section 1. Default. If either Landlord or Tenant defaults in respect of its covenants under this Lease and fails to cure such default within thirty (30) days after written notice of the existence of such default has been given it by the other party, the other party may exercise any remedy available at law or in equity.

Section 2. Attorneys’ Fees and Expenses. Tenant shall pay the Landlord’s reasonable expenses and attorneys’ fees incurred as a result of enforcement of Tenant’s failure to comply with any covenant, term or condition of this Lease. Landlord shall pay Tenant’s reasonable expenses and attorneys’ fees incurred as a result of enforcement of Landlord’s failure to comply with any covenant, term, or condition of this Lease.

## ARTICLE X HOLDING OVER

Upon the expiration or sooner termination of this Agreement, Tenant shall surrender to Landlord the Premises, in the condition required under Article IV, Section 2 of this Agreement. Any damage to the Premises caused by Tenant shall be promptly repaired by Tenant. Any permanent fixtures installed as part of the Tenant's improvements, shall remain with the Premises, except for those items of personal property indicated in the Tenant Improvement Plan. In all other respects, Tenant shall have forty-five (45) days to remove any of its personal property from the Premises following the end of the Term. Any failure to remove such property may result in Landlord assuming ownership of the property. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

## ARTICLE XI DESTRUCTION OR CONDEMNATION

Section 1 Damage or Destruction/Obligation to Rebuild. In the event the Premises is damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business at the Premises during the period of repair, then the rent payable by Tenant hereunder is still due in accordance with the terms of this Agreement.

Section 2 Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Subject to the rights of a mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation and not applied by a mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.



Section 3 Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1. Landlord Consent Required. Tenant may enter into an Assignment of this Lease or a Sublease of the Premises only with Landlord's prior written consent in each instance, whereas such consent will be granted in Landlord's sole discretion. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises. An "Assignment" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. A "Sublease" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Article XII shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

Section 2. Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; and (c) a copy of the proposed Assignment or Sublease documents. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within fifteen (15) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

Section 3. Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

Section 4. Permitted Transfers. Each Assignment or Sublease under this Article XII shall be subject to the following conditions: (a) no proposed Assignment or Sublease shall be effective if Tenant is in default under this Lease; (b) no proposed Assignment or Sublease may be undertaken for purposes of circumventing Tenant's liability under this Lease; (c) Tenant shall remain primarily liable under this Lease; and (d) Landlord shall have received an executed copy of all documentation effecting such Assignment or Sublease on or before its effective date.

ARTICLE XIII  
NOTICES, COVENANTS AND REPRESENTATIONS, MISCELLANEOUS

Section 1. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be properly given if sent by certified mail, postage prepaid and, in the case of notices by the Landlord to Tenant, they are addressed to:

The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington  
Attn: Michael McAfee, Executive Director

\_\_\_\_\_

\_\_\_\_\_

or to such other address as Tenant may from time to time furnish to the Landlord in writing for such purpose; and in the case of notices by Tenant to the Landlord, if they are addressed to:

Director, Department of Redevelopment  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

With a copy to:

Corporation Counsel  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

or to such other address as the Landlord may from time to time furnish to Tenant in writing for such purpose.

Section 2. Covenants and Representations. The covenants and agreements contained in this Lease shall inure to the benefit and shall be binding upon the parties hereto, and their respective successors and assigns. This Lease contains the entire agreement between the Landlord and Tenant and shall not be modified in any manner except by an instrument in writing executed by the Landlord and Tenant.

Section 3. Waiver. The waiver by any party hereto of any term, covenant, or condition contained in this Lease shall be in writing, and any waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

Section 4. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Governing Law. This Lease shall be governed according to the laws of the State of Indiana. For any dispute arising from this Lease venue shall be in Monroe County, Indiana.

Section 6. Nondiscrimination. Tenant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment and public accommodations.

Section 7. Firearms Policy. Pursuant to Indiana Code § 35-47-11.1-4, Tenant may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which employment or attendance at and participation in activities is conditioned. If Tenant develops such a policy, the Landlord and Tenant may implement and enforce it. If Tenant wishes to develop such a policy, it shall provide a copy of the policy to the Landlord and City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement as an attachment hereto.

Section 8. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises, the rights of any Mortgagee or the rights retained by Landlord by this Lease or by law.

Section 9. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10. Time. Time is of the essence.

Section 11. Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

#### ARTICLE XIV RIGHT OF FIRST REFUSAL

Tenant desires additional space contiguous to the Premises for Tenant's use and operations. Should a vacancy contiguous to the Premises arise, Tenant shall have the first right to enter into a lease for the vacant space on terms and conditions negotiated at that time. This Right of First Refusal is available to Tenant as long as Tenant is in compliance with this Lease. When the additional space becomes available or is known to becoming available at a specific time, Landlord shall give Tenant such notice and Tenant shall have sixty (60) days to exercise their right

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

THE CONVENTION AND VISITORS BUREAU OF MONROE COUNTY, INC.,  
dba VISIT BLOOMINGTON":

By: \_\_\_\_\_  
Michael McAfee, Executive Director

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION:

By: \_\_\_\_\_  
Deborah Myerson, President

Witnessed:

By: \_\_\_\_\_  
John West, Secretary

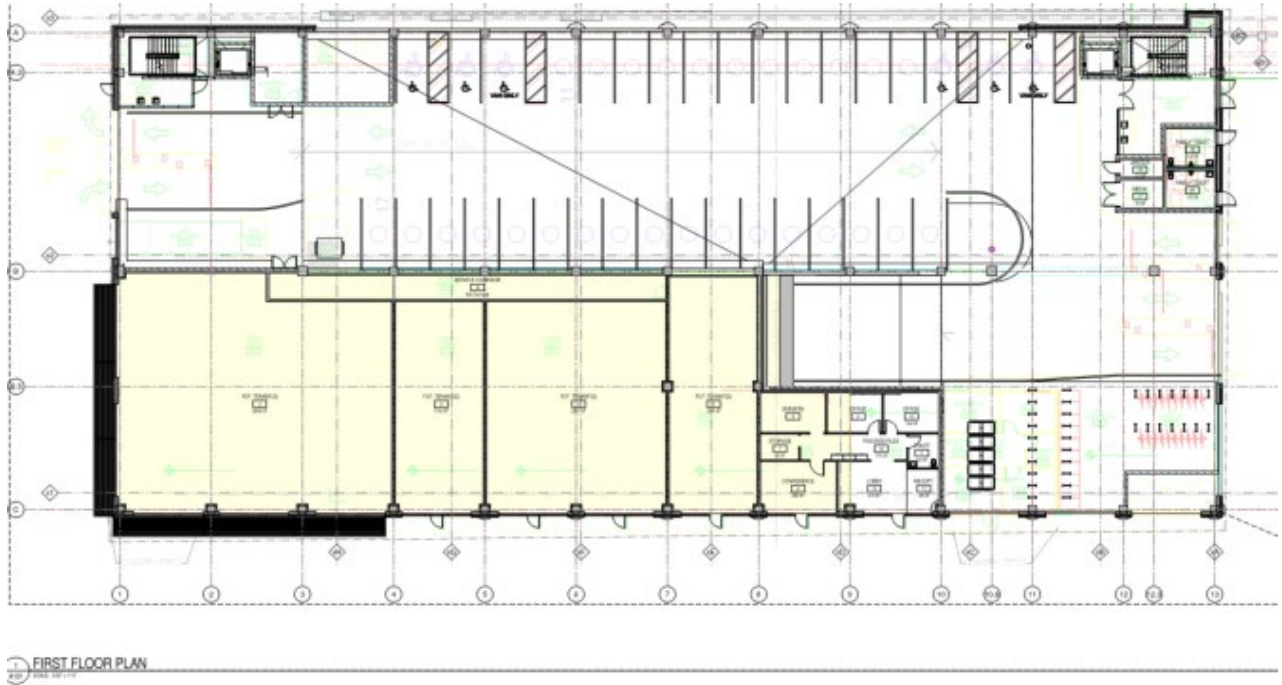
## **ATTACHMENT 1**

### **PROPERTY DESCRIPTION**

The property to be leased is a condo of commercial space totaling 2,244 square feet within the property commonly known as the 4th Street Parking Garage located at 105 West Fourth Street, Bloomington, Indiana 47404. The specific location of the proposed Tenant space is mutually understood to be the southernmost available 2,244 square foot “bay” of space, immediately to the south of the City of Bloomington Parking offices.

## ATTACHMENT 2

### Pre-Construction Rendering of Layout



**25-60**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**RATIFICATION OF EMERGENCY SERVICES PROVIDED AND FOR  
PAYMENT THEREOF TO B&L SHEET METAL**

- WHEREAS, pursuant to Indiana Code § 36-7-14 et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington;
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing;
- WHEREAS, the Common Council approved the issuance of bonds for various public safety capital projects (“Project”);
- WHEREAS, the RDC approved a purchase agreement for 320 West Eighth Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for fire administration offices;
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023;
- WHEREAS, on or about February 11, 2025, five leaks were detected from roof drain piping that were impacting the fire administration offices and B&L Sheet Metal, A Tecta America Co LLC (“B&L”), was called in for emergency service and B&L removed old cast iron pipe castings and replaced them with PVC piping and insulation;
- WHEREAS, B&L submitted Invoice #2252675 for said services to the City of Bloomington Public Works, who have passed the Invoice along to the RDC, in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00), attached hereto as Exhibit A; and,
- WHEREAS, the RDC ratifies the procurement of services stated in said invoice and determines that funds are available from its maintenance and services account to pay the B&L invoice.

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

1. The RDC finds that the above-described expenditure is an appropriate use of the available funds, and finds that the emergency services provided served the public’s best interest and ratifies the same.

2. The RDC hereby approves the payment of the B&L invoice, which is attached hereto as Exhibit A, in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00).
3. City Staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



B&L Sheet Metal & Roofing, A Tecta America Co LLC  
1301 N. Monroe St.  
Bloomington, IN 47404  
812-332-4309



## INVOICE

City of Bloomington Public Works  
401 North Morton Street  
Ste.#120  
Bloomington, IN 47404

DATE 02/19/2025  
DUE DATE 03/21/2025  
INVOICE # 2252675  
Job# ST002769

PROPERTY:  
City Hall  
401 North Morton Street  
Bloomington, IN 47404

DESCRIPTION	AMOUNT
Roof drain piping was compromised and leaking in (5) locations throughout the Fire Department Admin Offices in City Hall. The old cast iron piping was removed and new PVC piping and insulation was installed.	\$8,500.00

BALANCE DUE \$8,500.00

Please make all checks payable to:  
**B&L Sheet Metal & Roofing, A Tecta  
America Co LLC  
1301 N. Monroe Street  
Bloomington, IN 47404**

Payment terms: 30 days from completion of work

If you have any questions about this invoice, please contact  
Kelly Allen at [kallen@tectaamerica.com](mailto:kallen@tectaamerica.com)  
***Thank you for your business.***

**Property:**  
City Hall  
401 North Morton Street  
Bloomington, IN 47404

**INVOICE # 2252675**  
Job#: ST002769  
City of Bloomington Public Works  
401 North Morton Street  
Ste.#120  
Bloomington, IN 47404

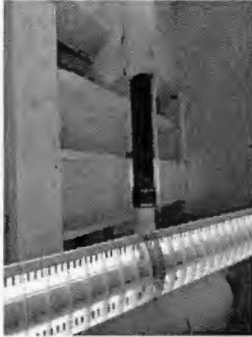


Distributed By: B&L Sheet Metal & Roofing, A Tecta America Co LLC

Date dispatched: 02/11/2025

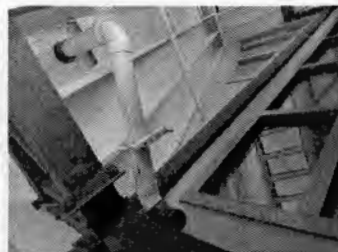
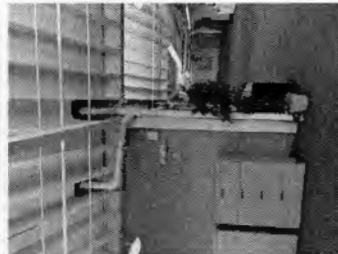
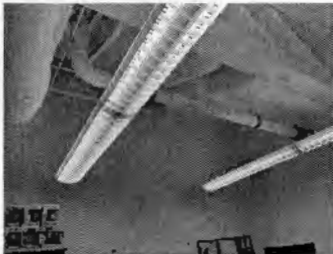
Time dispatched: 10:16 AM EST

**1 Problem:**  
Drains/Scuppers Open



The existing roof drain is compromised and leaking inside the building.

**1 Corrective Action:**



Technicians will remove the old cast iron drain line and install new PVC piping. The line will then be insulated.

**25-61**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL TO TERMINATE THE**  
**INDIANA LEGAL SERVICES LEASE AT COLLEGE SQUARE**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) acquired Real Estate located at 216 South College Avenue in Bloomington, Indiana, known as “College Square” under Resolutions 19-34 and 23-25;
- WHEREAS, on May 11, 2006, Indiana Legal Services, Inc. (“ILS”) entered into a Lease Agreement with RBOWA, LLC (property owner at the time), which was amended on December 11, 2012 (Addendum to Lease), and further amended on July 14, 2016 (Second Addendum to Lease), copies of which are included as Exhibit A;
- WHEREAS, the Second Addendum to Lease had two revised provisions pertinent to this Resolution;
- WHEREAS, the Second Addendum to Lease modified Section 1.03(a)(1) to make the lease automatically renew in six (6) month intervals, beginning with November 1, 2016;
- WHEREAS, the Second Addendum to Lease modified Section 1.03(a)(3) to require six (6) months written notice to terminate the lease;
- WHEREAS, Dora Hospitality has determined that the premier location of a host hotel for the Bloomington Convention Center is the RDC’s 216 South College Avenue Real Estate (“Real Estate”), which includes College Square;
- WHEREAS, the construction of the Bloomington Convention Center expansion has begun which has made the host hotel an urgent matter and the long notice of termination period could become a delaying factor if not initiated at this time;
- WHEREAS, the RDC supports the proposition of the construction of a host hotel at the RDC’s Real Estate and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public’s best interest and will further economic development in the City of Bloomington; and,
- WHEREAS, the RDC has determined that a Notice of Termination of Lease to ILS is a necessity at this time.

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

1. A Notice of Termination of Lease shall be served upon Indiana Legal Services, Inc., in a form provided or approved by the Legal Department.
2. The RDC authorizes staff to perform all activities and prepare and execute all documentation necessary to effectuate the purposes of this Resolution.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date

**25-62**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL FOR PRELIMINARY ARCHITECTURAL DESIGN OF A**  
**HOST HOTEL FOR THE BLOOMINGTON CONVENTION CENTER**  
**AT THE COLLEGE SQUARE REAL ESTATE**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) acquired Real Estate located at 216 South College Avenue in Bloomington, Indiana, (the "Real Estate") under Resolutions 19-34 and 23-25;
- WHEREAS, the Bloomington Convention Center is located immediately across Third Street from the RDC’s Real Estate;
- WHEREAS, the Bloomington Convention Center is undergoing a major expansion to the east, across South College Avenue;
- WHEREAS, the expansion of the Bloomington Convention Center will attract large events that will require nearby accommodations of which there is an insufficient inventory in the immediate area;
- WHEREAS, the Monroe County Capital Improvement Board selected Dora Hospitality LLC as the developer of the host hotel for the Bloomington Convention Center on October 9, 2024;
- WHEREAS, Dora Hospitality has determined that the premier location of said host hotel is the RDC’s 216 South College Avenue Real Estate;
- WHEREAS, the RDC approved the undertaking of investigations and due diligence for use of 216 South College Avenue Real Estate as a host hotel by Resolution 25-46, which is ongoing;
- WHEREAS, there is a need for preliminary architectural design of the proposed host hotel to determine what portion of the RDC’s 216 South College Avenue Real Estate is needed for the host hotel, to determine the proposed structure and plans, and obtain renderings of the overall look of the host hotel;
- WHEREAS, at this point in time, the RDC has determined that the ownership of the architectural products should remain with the RDC as no formal agreement has been made with Dora Hospitality or any other entity regarding the proposed host hotel project;
- WHEREAS, the Bloomington Convention Center expansion has commenced and expediency is necessary as a host hotel project will be completed after the Bloomington Convention Center expansion is completed and that gap of time should be as minimal as possible due to the demand for accommodations exceeding the inventory;

WHEREAS, the RDC supports the proposition of the construction of a host hotel at the RDC's Real Estate and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public's best interest and will further economic development in the City of Bloomington; and,

WHEREAS, the RDC has determined that proceeding with preliminary architectural design is a necessary next step in moving the host hotel project forward, without committing to any further action of the RDC.

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

1. The RDC supports moving forward with preliminary architectural design for constructing a host hotel on the RDC's 216 South College Avenue Real Estate and reiterates that continuing to move forward in this manner serves the public's best interests.
2. The RDC authorizes Corporation Counsel to enter into an agreement for preliminary architectural design of the host hotel with an architect agreed upon by the Director of the Redevelopment Department, the Capital Projects Manager, the Director of the Economic and Sustainable Development Department, the Controller, and an RDC member or two, as may be available.
3. The RDC authorizes staff to perform all activities and prepare and execute all documentation including, but not limited to, other necessary agreements for services for the purposes stated herein.
4. The RDC authorizes the use of RDC funds for the preliminary architectural design necessary to effectuate the purposes of this Resolution. Said funds shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) without further approval of the RDC.
5. The RDC authorizes City Staff to approve access to the Real Estate to those necessary to effectuate the purposes of this Resolution.

## **BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date

**25-63**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT FOR COMMERCIAL CLEANING SERVICES WITH**  
**HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES**  
**FOR THE TRADES DISTRICT GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68;
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 West Tenth Street, Bloomington, Indiana;
- WHEREAS, in Resolution 24-39, the RDC approved a lease agreement with the Regents of the University of California—Lawrence Berkeley Laboratory on behalf of ESnet (“Lease Agreement”);
- WHEREAS, as part of the Lease Agreement, the RDC is to fund operating expenses, including utilities and janitorial services, among other expenses, and in exchange receive an approximated monthly payment for these costs with an annual reconciliation;
- WHEREAS, Anna Killion-Hanson, Director of the Department of Redevelopment, approved a temporary contract on behalf of the RDC with HGCG Enterprises dba Office Pride Commercial Cleaning Services (“Office Pride”), for two months of service, which expires on June 1, 2025, and for which City staff has been satisfied with their services;
- WHEREAS, City staff have negotiated an agreement with Office Pride (“Agreement”) for an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) which is at a rate of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) monthly and the remainder can be used for additional services, when and if needed, said Agreement is attached to this Resolution as Exhibit A; and,
- WHEREAS, the RDC finds the procurement of commercial cleaning services at the Trades District Garage are necessary and determines that funds are available from its maintenance and services account to pay the Agreement.

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

1. The RDC reaffirms its support for procurement of commercial cleaning services.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A and authorizes the City staff to expend an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) to be payable in accordance with the terms of the Agreement.
3. Nothing in this Resolution shall remove the requirement to comply with the RDC's claims process.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on May 31, 2026.
5. City Staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, Vice President

ATTEST:

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John West, Secretary

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Date



**AGREEMENT FOR SERVICES**  
**between the**  
**BLOOMINGTON REDEVELOPMENT COMMISSION**  
**and**  
**HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES**

**THIS AGREEMENT** (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Redevelopment Department (“Department”), by The Bloomington Redevelopment Commission (“Commission”) (collectively the “City”), and HGCG Enterprises Dba Office Pride Commercial Cleaning Services (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
  - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below or June 1, 2025, whichever is later.
  - b. **Term.** This Agreement shall commence on the effective date and expire on the 31<sup>st</sup> day of May, 2026.
  - c. **Termination.** In the event of a party’s 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. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor 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 Contractor’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 Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) to be paid in monthly in the amount of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) and additional services at rates set forth in **Exhibit “A”**. Contractor shall submit an invoice to the City upon the completion of all Services each month. The invoice shall be sent to: Bloomington Redevelopment Department, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within

forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **Appropriation of Funds.** 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.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely

responsible for the payment and reporting of its 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.

- 11. Indemnification.** Contractor shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

- a. Comprehensive General Liability Insurance.
  - i. \$1,000,000 for each occurrence;
  - ii. \$1,000,000 personal injury and advertising injury;
  - iii. \$2,000,000 products and completed operations aggregate; and
  - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
  - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;

- ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
- iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.

**f. Network Security Liability.**

- i. Limit (Annual Aggregate) of \$1,000,000; and
- ii. Deductible (per occurrence) of \$10,000.

**g. Electronic Media Liability.**

- i. Limit (Annual Aggregate) of \$1,000,000; and
- ii. Deductible (Per Occurrence) of \$10,000.

**h. Fraudulent Impersonator Coverage.**

- i. Limit (Annual Aggregate) of \$250,000; and
- ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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.

- 13. Conflict of Interest.** Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 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.
- 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.

16. **Assignment.** Neither the City nor the Contractor may 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.
17. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
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.
19. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor 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 Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
20. **Compliance with Laws.** In performing the Services under this Agreement, Contractor 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, Contractor 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.
21. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the E-verify Affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' E-verify certifications throughout the term of this Agreement.
22. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

**TO CITY:**

**TO CONTRACTOR:**

Bloomington Redevelopment Commission	HGCG Enterprises
Attn: Anna Killion-Hanson, Director	Attn: Calib Giles
401 North Morton Street, Suite 130	10204 Vargo Drive
Bloomington, Indiana 47404	Indianapolis, Indiana 46239

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

- 24. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

- 25. Living Wage Ordinance.** Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “C”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

- 26. Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

**IN WITNESS WHEREOF**, the parties to this Agreement have hereunto set their hands.

**Bloomington Redevelopment Commission**  
**BY:**

**HGCG Enterprises**  
**BY:**

\_\_\_\_\_  
Deborah Myerson, RDC President      DATED

\_\_\_\_\_  
(Name Signed)      DATED

\_\_\_\_\_  
(Name Printed)

## **EXHIBIT “A”**

### **SCOPE OF WORK and PROJECT SCHEDULE**

The Services shall include that described in the proposal which is incorporated herewith as part of **Exhibit “A”**.



## **EXHIBIT “B”**

### **AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR DOES HAVE EMPLOYEES**

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

1. The undersigned is the \_\_\_\_\_ of the Contractor.  
(job title)
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor 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 knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

**AFFIDAVIT REGARDING E-VERIFY  
IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

---

Signature

---

Printed name

## EXHIBIT "C"

### AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the \_\_\_\_\_ of the Contractor.  
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: \_\_\_\_\_

- 
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

- 
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

---

Signature

---

Printed name

**25-64**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO THE CDBG FUNDING AGREEMENT**  
**FOR**  
**THE REPLACEMENT OF SIDING AT LIFEDESIGNS**

WHEREAS, in Resolution 25-07, executed on or about January 27, 2025, the Redevelopment Commission approved a CDBG Physical Infrastructure Funding Agreement with LifeDesigns, Inc. in the amount of \$86,515.00 to replace the siding at 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856, 1826 S. Covey Lane, Bloomington; and

WHEREAS, the parties now agree that funding originally provided for the project was insufficient to replace the siding on all buildings at S. Covey Lane; and

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves the following Amendment to the CDBG Physical Infrastructure Funding Agreement with LifeDesigns, Inc., attached hereto as ***Exhibit A***, as follows:

1. **Payment.** Section III of Funding Agreement 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 **One Hundred and Forty Two Thousand Six Hundred and Fifty Seven Dollars and 00/100 (\$142,657.00)**. 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.

The First Amendment to this Funding Agreement is attached hereto as ***Exhibit B***. All additional provisions of the CDBG Physical Infrastructure Funding Agreement approved by RDC Resolution 25-07 which are not modified herein remain in full force and effect.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

\_\_\_\_\_  
John West, Secretary

Date

# EXHIBIT A

25-07  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA

## APPROVAL OF CDBG FUNDING FOR THE REPLACEMENT OF SIDING AT LIFEDESIGNS

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities; and,

**WHEREAS**, funds to rehabilitate all siding in LifeDesigns oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for its residents by replacing the original, old, damaged siding owned by LifeDesigns, 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 LifeDesigns, Inc. to rehabilitate all siding in LifeDesigns oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for our residents by replacing the original, old, damaged siding, is approved for an amount not to exceed **EIGHTY SIX THOUSAND FIVE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$ 86,515.00).**

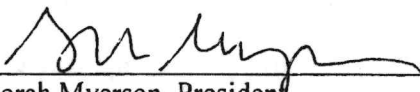
### ***Restriction on Project Start Until Completion of Environmental Review and Funding Agreement***

*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*


## EXHIBIT A

*risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.*

### BLOOMINGTON REDEVELOPMENT COMMISSION

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

ATTEST:

  
\_\_\_\_\_  
~~John West, Secretary~~ Sue Sgambelluri, vice President

1-27-25  
\_\_\_\_\_  
Date

# EXHIBIT A

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

**THIS AGREEMENT**, entered into this 27th day of January, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and LifeDesigns, Inc a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 E. Winslow, Bloomington, IN, 47401, (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 # B24MC180013 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 2024 Community Development Block Grant (CDBG) funds to rehabilitate all siding in LifeDesigns, Inc. oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for its residents by replacing the original, old, damaged siding, and any supporting components. 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.



# EXHIBIT A

## 2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within sixty (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 **December 1, 2025**, 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)

Tenant demographic and income verification.

## 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.

# EXHIBIT A

## 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 **December 1, 2025** 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 **Eighty Six Thousand Five Hundred Fifteen and 00/100 Dollars (\$ 86,515.00)**. 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:	Subrecipient:
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	Cindy Fleetwood, Director of Facilities LifeDesigns/DSI Services 200 E. Winslow Bloomington, IN 47401 Contact Name: Cindy Fleetwood Email: cfleetwood@dsiserves.org Tel: (812) 961-8621

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.

## **EXHIBIT A**

**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.

## EXHIBIT A

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 (5) 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;

## EXHIBIT A

- 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.

## EXHIBIT A

- ☐ 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 thirty (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.

# EXHIBIT A

## 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.



## EXHIBIT A

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 requirements. 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.



# EXHIBIT A

## 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 thirty (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

## EXHIBIT A

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.

### 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

## EXHIBIT A

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.

## EXHIBIT A

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>.

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at [www.sam.gov](http://www.sam.gov).

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

## **EXHIBIT A**

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

### **C. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

### **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.

## EXHIBIT A

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. 117-58. 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.



# EXHIBIT A

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. 117-58. 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**

## EXHIBIT A

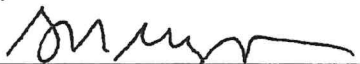
- A. Exhibit A: 2024 HUD Income Limits
- B. Exhibit B: E-Verify Affidavit
- C. Exhibit C: Drug-free Work Place Certification
- D. Exhibit D: Living Wage Affidavit
- E. Exhibit E: CDBG Subrecipient Procurement Procedures
- F. Exhibit F: Federal Construction Contract Provisions

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


BLOOMINGTON REDEVELOPMENT  
COMMISSION:

LIFEDESIGNS, INC:


By:

  
Deborah Myerson, President

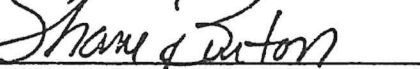
By:

  
Cindy Fleetwood, Director

By:

  
~~John West, Secretary~~  
Sue Scambelluri, Vice-President

By:

  
~~Board Chairperson~~  
Shane Burton, CEO.



**EXHIBIT A**



**CITY OF  
BLOOMINGTON**

HOUSING AND NEIGHBORHOOD DEVELOPMENT

**Community Development Block Grant (CDBG)**

**Subrecipient Funding Agreement  
Exhibits Packet**

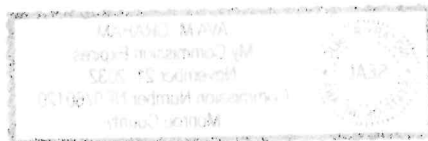
CDBG 2024 Program Year (Physical Improvements)

# EXHIBIT A

## EXHIBIT A

### FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$106,100	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	34,800	39,750	44,700	<b>49,650</b>	53,650	57,600	61,600	65,550
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	20,900	23,850	26,850	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	55,650	63,550	71,550	<b>79,450</b>	85,850	92,200	98,550	104,900



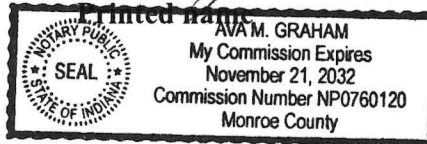
## EXHIBIT B

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

1. The undersigned is the 7 families of DSI/LIFE Design.  
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Attachment B-1.
5. 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).

**Signature**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF monroe )



Before me, a Notary Public in and for said County and State, personally appeared Cindy Fleetwood  
and acknowledged the execution of the foregoing this 14<sup>th</sup> day of February, 2024. 2025

Notary Public

Ava M. Graham  
Printed name

My Commission Expires: November 21<sup>st</sup> 2032  
My Commission Expires: \_\_\_\_\_



## My Company Account



Modernize  
the  
employment  
eligibility  
verification  
process  
today!

[Learn More](#)

[Enable E-Verify+](#)

# My Company Profile

## Company Information

### Company Name

Developmental Services, Inc

### Company ID

431230

### Employer Identification Number (EIN)

### Doing Business As (DBA) Name

Developmental Services, Inc

### Enrollment Date

Jul 13, 2011

### Unique Entity Identifier (UEI)

351359391

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**DUNS Number**

---

**Total Number of Employees**

500 to 999

**NAICS Code**

623

**Sector**

Health Care and Social Assistance

**Subsector**

Nursing and Residential Care Facilities

[Edit Company Information](#)

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

## Company Addresses

**Physical Address**

2920 Tenth Street  
Columbus, IN 47201

**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

**Number of Sites**

1

[Edit Hiring Sites](#)

## Company Access

### **My Company is configured to:**

Verify Its Own Employees

### **Memorandum of Understanding**

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



## EXHIBIT A

# **EXHIBIT A**

## **ATTACHMENT B-1 (attachment to Exhibit B)**

**Printout confirming the company's enrollment in E-Verify**



## EXHIBIT A

### EXHIBIT C

#### STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification. In all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) required such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

DSI/LIFEDESIGNS, Inc.  
Printed Name of Organization

B-24-MC-18-0013  
Requisition/Contract/Grant ID Number

Cindy Fleetwood  
Signature of Authorized Representative

2/14/25  
Date

Printed Name and Title: Cindy Fleetwood  
Dir. of Housing Development  
& Facilities

# EXHIBIT A

## EXHIBIT D

### AFFIDAVIT THE LIVING WAGE ORDINANCE

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

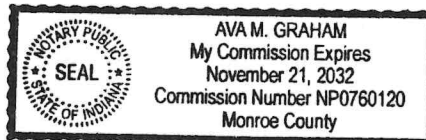
1. The undersigned is the Dir. of Housing Development & facilities of WFE DESIGN/IDST  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Cindy Fleetwood  
Signature

Cindy Fleetwood  
Printed name

STATE OF INDIANA )  
) SS:  
COUNTY OF monroe )



Before me, a Notary Public in and for said County and State, personally appeared Cindy Fleetwood  
and acknowledged the execution of the foregoing this 14th day of February,  
2024.

My Commission Expires: November 21, 2032

Ava M Graham  
Notary Public

County of Residence: monroe

Ava M. Graham  
Name Printed

NP0760120  
Commission Number

## **EXHIBIT A**

### **EXHIBIT E**

#### **CDBG Subrecipient Procurement Procedures**

**Selecting the architect/professional engineer (if paid with CDBG funding and cost \$15,000 or more).** Subrecipient must contact a minimum of three architects/professional engineers to design, approve all claims and to certify that all work included in the scope of work has been completed as designed and specified in the bid documents and any approved addenda.

Subrecipient must contact at least two (2) firms from the following groups by certified mail, return receipt required: DBEs, WBEs, MBEs or Section 3 Businesses. HAND staff can provide contact information for the DBEs, WBEs, MBEs and Section 3 firms within Monroe County, Indiana. Selection of the architect/professional engineer may be by low bidder or by best qualified team. If the selection is made by qualification, the City must have at least one person on the selection team. (Some projects may not require an architect or engineer. However, before this step is skipped, contact the Program Manager assigned to your project.) The agency's board of directors must approve the selection of the architect/engineer.

**Bidding for construction, equipment or services.** If appropriate, an architect/professional engineer may be used to prepare the scope of work, oversee the bidding/contracting/inspection of the project for the

Subrecipient. HAND's Program Manager, or the HAND Director's appointment must be informed of, and receive copies of: published public notices (must be reviewed by HAND before being published), all direct solicitations to bidders (must be reviewed by HAND before being mailed), pre-bid meetings/notes, bid opening meeting/notes, copies of all bids submitted at the bid opening, bid award announcement/notes, pre-construction meeting/notes, all project progress meetings/notes and final walk-through meeting/notes. The agency's board of directors must approve the selection of the contractor.

**Processing invoices/claims to the City for reimbursement.** The Subrecipient or their architect/professional engineer will prepare a claim/invoice to be processed for reimbursement. The claim/invoice should include only work (includes equipment and materials) that has been completed to date and paid for by the Subrecipient. The Subrecipient must submit proof of payment to their contractor, architects/engineers, suppliers, etc. with their claim/invoice for their claim to be processed (unless other arrangements have been arranged). Documentation needed for processing the invoice/claim shall include, but not limited to, invoices by any contractor, subcontractor, supplier, rented equipment, materials, etc. and, if applicable, all certified payrolls through the date of the work completed. Approximately 10% of the Subrecipient's allocation will be held until all work has been completed and all required paperwork has been submitted and accepted to close out the activity in HUD's Integrated Disbursements and Information System (IDIS).

**Upon completion of the CDBG activity** and before the final reimbursement to the agency, the agency will provide all appropriate agency beneficiary information to the City. The City will then "complete" the activity in HUD's Integrated Disbursement and Information System (IDIS) and process the final payment. For CDBG projects that were allocated and expended \$25,000 or more, the IDIS completion date begins the five (5) year compliance period. The City will place

## EXHIBIT A

deed restrictions on the parcel upon the activity completion date. During the compliance period, the use of the property cannot change (without prior approval of ..... ) and the Subrecipient is required to submit annual beneficiary information to the Program Manager responsible for the activity. Failure to submit beneficiary information to HAND during the compliance period may require the Subrecipient to return all or part of the CDBG funds to the City. After the five (5) year compliance period has been completed, HAND will remove the deed restrictions on the parcel.

**A Certificate of Insurance** for the Subrecipient's property improvement must be submitted when the project is completed and proof of insurance for the assisted property must be submitted annually during the five year compliance period. This document should be submitted to the Assistant Director HAND.

Service Provider agrees to furnish Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
  - \$1,000,000 for each occurrence;
  - \$1,000,000 personal injury and advertising injury;
  - \$2,000,000 products and completed operations aggregate; and
  - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
  - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
  - The limits required are:
    - Workers Compensation – Statutory.
    - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**EXHIBIT A**

**EXHIBIT F**

**City of Bloomington Federal Construction Contract Provisions**

**EXHIBIT A**

FEDERAL  
CONSTRUCTION  
CONTRACT  
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Housing and Neighborhood Development Department  
City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47401



# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

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*Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana for the City of Bloomington, Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG Program.*

# **EXHIBIT A**

## **Required Contract Provisions Federally Assisted Construction Contracts**

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# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

### SECTION 1 General Information

#### BONDING REQUIREMENTS.

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36 1-12-14 e

The contracts exceeding \$200,000 for construction shall be as follows:

1. A bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

RETAINAGE: IC 36-1-12-14

Contracts in excess of \$200,000 require the retainage of 10% of the dollar value of all work satisfactorily completed by the contractor(s). The escrow agent shall be selected by mutual agreement between the board of the awarding agency and the contractor(s). The contractor shall be paid in full within sixty one (61) days after the date of substantial completion of the public work there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect/engineer shall be withheld until the item is completed.

CHANGE ORDERS: IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of the awarding agency and the contractor. All change orders must be directly related to the original public work project.

CONFLICT OF INTEREST: 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

#### MINORITY BUSINESS PARTICIPATION:

Although there is no Minority Business Enterprises or Women Business Enterprises requirement on this CDBG funded project, the contractor is encouraged to make their best efforts to achieve a goal of 10% MBE/WBE participation and maintain documentation supporting their best efforts. Only those businesses duly registered on IDOA's Minority and Women's Business Enterprises List may be counted toward the 10% goal.

RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to the contract shall be retained for a period of five years after completion of the project. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

#### CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts and subcontracts of amounts in excess of \$200,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

### CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with 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.

The bidder also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in the project receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

ACCESS TO RECORDS: 24 CFR 85.42-e

The City, agency and the Comptroller General of the United States, or any of their authorized representatives,

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

### SECTION 2 Equal Employment Opportunity Regulations

#### NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more) Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the City and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

#### EEO OFFICER:

The contractor will designate and make known to the City an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

#### DISSEMINATION OF POLICY:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved

in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

### SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

### EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of four years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

### NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking). The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CRF 5.12.

### SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

### OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b). The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at [www.dol.gov/esa/OFCCP](http://www.dol.gov/esa/OFCCP) or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless



# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If a participant in a covered transaction knowingly enters

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts: All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

### PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

### CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where

# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (City of Bloomington's Contract Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

### PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

### APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a

project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

### OVERTIME REQUIREMENTS:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

### WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.



# EXHIBIT A

## Required Contract Provisions Federally Assisted Construction Contracts

### VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

### STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, and Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

### SECTION 4 Health and Safety

#### SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

# **EXHIBIT A**

## **Required Contract Provisions Federally Assisted Construction Contracts**

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal- aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L.91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L.92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements

## EXHIBIT A

**FIRST AMENDMENT TO CDBG FUNDING AGREEMENT WITH LIFEDESIGNS,  
INC.**

**FOR PHYSICAL IMPROVEMENTS AT S. COVEY LANE**

**THIS FIRST AMENDMENT** is hereby entered into by and between the City of Bloomington Housing and Neighborhood Development Department (the “City”) and LifeDesigns, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2100 E. Winslow, Bloomington, IN 47401 (herein called the “Subrecipient”) (collectively referred to as the “Parties”).

**WHEREAS**, the Parties entered into an agreement, funded by 2024 CDBG funds, in an amount not to exceed \$86,515.00 to rehabilitate all siding in LifeDesigns, Inc. oldest affordable housing apartments located on S. Covey Lane in Bloomington; and

**WHEREAS**, during the course of the contract performance the Parties recognized that additional funding is needed to complete the planned work.

**NOW, THEREFORE**, the Parties agree to amend the Original Agreement, as follows:

1. Section III, Payment, shall be amended to increase the not to exceed amount of the Agreement to **One Hundred and Forty Two Thousand Six Hundred and Fifty Seven Dollars and 00/100 (\$142,657.00)**.
2. All other items and conditions of the Original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to the 2024 CDBG Physical Improvement Agreement to be executed the day and year first written below.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

**LIFEDESIGNS, INC.**

BY:

BY:

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Deborah Myerson, President

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Cindy Fleetwood, Director

BY:

BY:

John West, Vice President

Shane Burton, CEO

**25-65**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AGREEMENT FOR TEMPORARY USE OF CITY-OWNED  
PROPERTY AT HOPEWELL DEVELOPMENT**

**WHEREAS,** the City of Bloomington (“City”) purchased property, which was formerly, the site of the Bloomington Hospital and is in the process of working with BCM, LLC (“BCM”) to develop a portion of the City property as part of the Hopewell Development; and

**WHEREAS,** BCM, which is the construction arm of Brinshore Development, will need construction access, staging and materials storage on City’s property, during the construction period; and

**WHEREAS,** the City wishes to provide construction access, staging, and materials storage for BCM and its employees and subcontractors during the term of construction, which will begin on or before June 3, 2025, and will continue to an undetermined time.

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

1. The City of Bloomington Redevelopment Commission (“RDC”) approves the attached Agreement for Temporary Use of City-Owned Property between BCM and the RDC.
2. The RDC delegates to City staff the authority to make day-to-day decisions regarding construction access, staging and storage of materials arrangements and all other matters necessary to implement this Agreement for Temporary Use of City-Owned Property.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson  
President of the Bloomington Redevelopment Commission

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Date

ATTEST:

---

John West  
Secretary of the Bloomington Redevelopment Commission

---

Date

**AGREEMENT FOR TEMPORARY USE OF CITY-OWNED PROPERTY  
AT HOPEWELL DEVELOPMENT**

This Agreement, entered into on this 2nd day of June 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the “City”) and BCM, LLC (“BCM”),

**WITNESSETH:**

**WHEREAS**, the City purchased property, which was formerly, the site of Bloomington Hospital and is in the process of working with BCM to develop a portion of the City property as part of the Hopewell Development; and

**WHEREAS**, BCM, which is the construction arm of Brinshore Development, will need construction access, staging, and materials storage on City’s property, during the construction period; and

**WHEREAS**, the City wishes to provide construction access, staging, and materials storage for BCM and its employees and subcontractors during the term of construction, which will begin on or before June 3, 2025, and will continue to an undetermined time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS IN THIS AGREEMENT, THE CITY, AND BCM AGREE TO THE FOLLOWING:

1. BCM employees and subcontractors may utilize for construction access, staging, and materials storage the City-owned parcels 53-08-05-400-074.000-009, 53-08-05-400-073.000-009, 53-08-05-400-072.000-009, and 53-08-05-400-068.000-009, approximately shown in blue on Exhibit A to this Agreement. City staff and BCM staff agree to communicate so that BCM’s needs and the City’s availability is clearly understood between the parties. To the extent there is a conflict, the City shall determine what portion of the property is eligible for BCM’s use.
2. BCM shall coordinate with City and its contractors to allow for the construction of the Hopewell West – Jackson Street Project (“Project”). Both parties shall operate in good faith to provide adequate space for one another on City property. To the extent there is a conflict, the City’s Project shall have precedence over the BCM project. BCM shall vacate any or all portions of the properties as requested by the City or its contractors within twenty-four (24) hours. Failure of BCM to vacate the property within the specified time will result in monetary damages to City in the amount of \$500 a day.



3. BCM shall pay the City no fee for the use of the property.
4. During the term of this Agreement, BCM shall name the City and the City of Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by BCM:
  - General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
  - Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
  - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
5. BCM and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the parties and their employees and subcontractors. BCM shall report to the City any concerning behaviors or concerns about the areas used for construction access, staging, and materials storage immediately.
6. BCM shall indemnify and hold harmless the City of Bloomington and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of BCM, its employees, subcontractors, agents, employees, or any independent contractors directly responsible to BCM.
7. This Agreement may be terminated by either party and for any reason by providing written notice of termination thirty (30) days in advance.
8. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 N. Morton, IN 47404.
9. Notices to BCM shall be delivered in writing to 1603 Orrington, Suite 450, Evanston, IL 60201.
10. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.

BCM, LLC

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Michael Cornell, President

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Date

CITY OF BLOOMINGTON

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Margie Rice, Corporation Counsel

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Date

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson  
President of the Bloomington Redevelopment Commission

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Date

ATTEST:

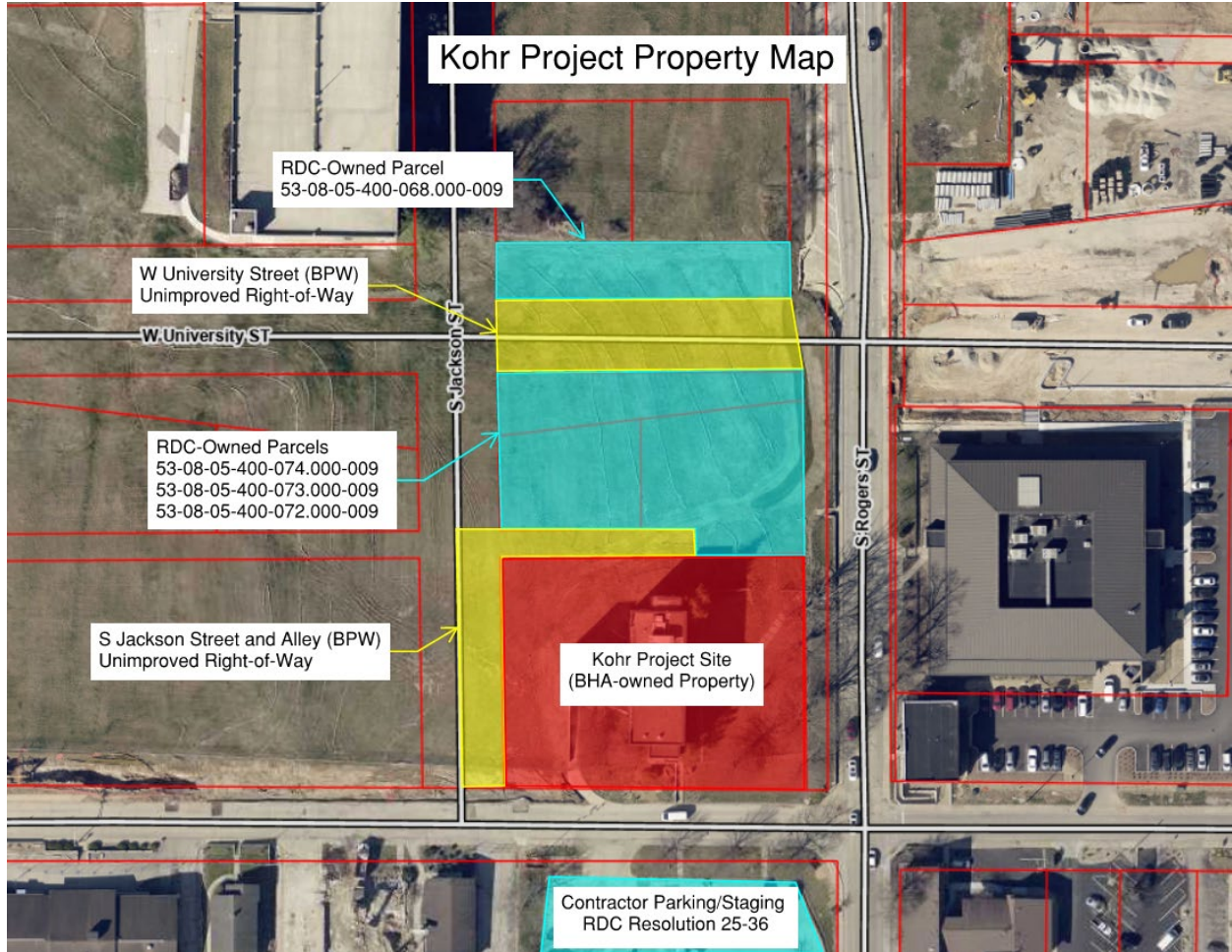
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John West  
Secretary of the Bloomington Redevelopment Commission

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Date

## EXHIBIT "A"



Requested properties shown in blue above. N.T.S., North is up

**25-66**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PAYMENT OF PROPERTY INSURANCE TO HYLANT**

WHEREAS, the Bloomington Redevelopment Commission (RDC) owns variety of properties within its TIF districts, including the recent construction of The Forge in the Trades District (“Property”);

WHEREAS, it is necessary to add the Property to the City’s list of its insured properties with our insurer Hylant;

WHEREAS, the cost of the coverage and changes in for the RDC Property is \$13,356.00, as shown by the invoice attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds to pay for insurance coverage.

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

1. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed \$13,356.00.
2. The payment authorized above may be made from the RDC’s fund Account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
3. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on January 1, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



hylant.com

Hylant - Indianapolis/Bloomington  
10401 North Meridian St, Ste 200  
Carmel, IN 46290  
P-(800) 678-0361  
F-(317) 817-5151

<b>Invoice #</b> 472155	
<b>Date</b>	<b>Balance Due On</b>
4/14/2025	4/14/2025
<b>Insured</b>	
City of Bloomington, Indiana	
<b>Account Number</b>	<b>Amount Due</b>
BLOOMIN-02	<b>\$13,356.00</b>

City of Bloomington, Indiana

P.O. Box 100  
Bloomington, IN 47402

Please Return Top Portion of Invoice with Payment

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
<b>Property - Commercial</b>		<b>Policy # 1144185</b>		<b>Effective: 1/1/25 - 1/1/26</b>	
<b>Issuing Company</b>		<b>Affiliated FM Insurance Co</b>			
4075249	4/7/2025	4/14/2025	ENDT	Add 617 N Madison, Bloomington, IN 47404 - \$11,700,000 Building Value	13,356.00
<b>Total Invoice Balance:</b>					<b>\$13,356.00</b>

\*\*\*NEW PAYMENT ADDRESS\*\*\*

#### PAYMENT INSTRUCTIONS

##### CHECK by MAIL

###### Payable to:

Hylant  
PO Box 88145  
Carol Stream, IL 60188-8145

##### CHECK by COURIER

###### Payable to:

Hylant  
811 Madison Ave.  
Toledo, OH 43604

**PAY ONLINE** <https://seppay.com/s/hyl/inv?c=BLOOMIN-02&i=472155>



Hylant - Indianapolis/Bloomington

10401 North Meridian St, Ste 200

Carmel

IN 46290

4/14/2025 City of Bloomington, Indiana

Loan #

Invoice #472155

UNDTE1

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