

AGENDA
REDEVELOPMENT COMMISSION

July 7, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

The public may also attend virtually at the following link:
<https://bloomington.zoom.us/j/84417034920?pwd=qwmjldqpp4ePTtSEA3Vab63kQCuUR1.1>
Meeting ID 844 1703 4920 Passcode 632182

The City also offers virtual options, including CATS public access television
(live and tape delayed) found at <https://catstv.net/>.

Redevelopment Commission Members

- Deborah Myerson, President – Term: 1/1/2025-12/31/2025 (Council Appointment)
- Sue Sgambelluri, Vice-President – Term: 1/1/2025-12/31/2025 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Randy Cassady – Term: 1/1/2025 – 12/31/2025 (Council Appointment)
- Anna Killion-Hanson- Redevelopment Commission Executive Director
- Jessica McClellan - Redevelopment Commission Treasurer

I. ROLL CALL

- II. MINUTES** – Approval of minutes for June 2, 2025, and June 16, 2025. Approval of Executive Session Summary for June 18, 2025, and June 30, 2025
- III. EXAMINATION OF CLAIM REGISTERS** –June 20, 2025, for \$273,830.41 and July 3, 2025, for \$171,460.50
- IV. EXAMINATION OF PAYROLL REGISTERS** –June 13, 2025, for \$55,379.54 and June 27, 2025, for \$55,383.19

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director’s Report
- B. Legal Report
- C. Treasurer’s Report
- D. Business Development Update

VI. NEW BUSINESS

- A. Resolution 25-86: Approval of Addendum 1 to Professional Service Contract for the B-Line Trail and Multiuse Path
- B. Resolution 25-87: Approval of Construction Agreement with Crider & Crider for Hopewell West
- C. Resolution 25-88: Approval of Permanent Blanket Stormwater Easement at Trades District, Lot 2A
- D. Approval of Exhibit C of Resolution 24-39 Confirming Lease Term

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

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 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, June 2, 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=14667>

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; Matt Swinney, Program Manager, HAND; Dana Kerr, Assistant City Attorney, Legal Department; Margie Rice, Corporation Counsel, Legal Department, *via Zoom*; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Julius Mitchell, Legislative Affairs Specialist, Office of the Mayor; Jeff Jackson, Transportation Demand Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Neil Kopper, Senior Project Engineer, Engineering Department

Others Present: Dave Askins, B Square Bulletin; Mike McAfee, Executive Director, Visit Bloomington; Tia Arthur, Executive Director, CASA; Dave Hardstad, Sr. Vice President, Colliers; Geoff McKim, *via Zoom*

II. READING OF THE MINUTES: Randy Cassady moved to approve the May 5, 2025 minutes, Sue Sgambelluri seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the claim register for May 23, 2025, for \$305,446.29, Laurie McRobbie seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the payroll register for May 2, 2025, for \$54,807.42 and May 16, 2025, for \$54,821.55. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES:

A. Director Report: Ann Killion-Hanson provided an update on the HUD allocations. The Community Development Block Grant (CDBG) was awarded \$778,293.00, and the HOME Partnership Grant received \$539,900.00.

The draft of the Consolidated Plan is now available for public review. Hard copies can be found at City Hall and the public library, and it is also accessible online via the HAND department website. Resolutions related to the plan will be presented to the Commission on July 16, 2025, followed by a presentation to the City Council on July 17, 2025.

HAND held its second neighborhood cleanup in Sherwood Oaks on May 31, 2025.

An executive session is scheduled for June 17th at 4:30 p.m.

B. Legal Report: Dana Kerr was available for questions.

C. Treasurer's Report: Jessica McClellan provided an overview of the Reedy Financial Group, P.C. financial report, which was available in the commission packet.

D. Business Development Update: Jane Kupersmith reported the Granfalloon celebration will take place the weekend of June 7th. The 4th and Rogers Block Party is scheduled for Friday, June 6th located at 4th and Rogers.

There was a missed opportunity to invite the Commission to the ESnet open house at the Trades District Building. Inder Monga, Director of ESnet, and his team were on site and expressed their enthusiasm to welcome Commission members for a tour at a later time. Additionally, a meeting was held to kick off the planning process for the Trades District Hotel, which remains one of the parcels held by the RDC within the district.

E. Hopewell Update: Jane Kupersmith reported that construction on the Kohr building continues. The Farmers Market will be held on June 3, 2025 and will be hosted at Hopewell Commons this summer. A mowing contract is out to bid for Hopewell West and a Resolution will be brought back to the commission at a later date.

VI. NEW BUSINESS:

A. Resolution 25-58: Approval to Terminate Leases at Showers West: Resolution 25-58: Approval to Terminate Leases at Showers West. Margie Rice presented Resolution 25-58, requesting approval to terminate existing leases at Showers West to utilize the facility for a public purpose in compliance with IRS code and bond requirements. The Bloomington Common Council previously authorized the issuance of bonds for various public safety capital projects, including the development of a new police headquarters.

As part of this initiative, the Redevelopment Commission (RDC) approved the acquisition of the property located at 320 W. Eighth Street, commonly referred to as Showers West, through Resolution 22-49. Rice explained that the property, formerly known as the CFC Showers Business Plaza, currently houses eight commercial tenants:

- 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.

Because the property was acquired using bond proceeds specifically designated for public safety capital improvements, long-term commercial leases are inconsistent with the intended governmental use.

Therefore, the termination of all existing leases is necessary to proceed with redevelopment and align the facility's use with the requirements of the bond. The targeted date for tenant relocation is October 13, 2025. Rice noted that a few tenants may have executed extension agreements, and further review would be needed to assess those terms. She also clarified that the bond provisions require the building to be used entirely for public purposes.

Dave Hardstad recommended that, in addition to direct tenant outreach, the City make efforts to clearly explain to affected tenants and the public, the legal parameters—specifically the remedies available to tenants under the City's lawful exercise of eminent domain. He emphasized that transparency would help ensure a smoother and more respectful transition.

Deborah Myerson asked for public comment.

Tia Arthur, Executive Director of Monroe County CASA, requested that the RDC reconsider the October 13th relocation deadline and asked for an extension to allow more time for relocation. Rice was available for questions.

Laurie McRobbie moved to approve with an amendment to Resolution 25-58, for extending the tenant

relocation deadline from October 13, 2025 to December 13, 2025. John West seconded the motion. The motion passed unanimously.

- B. Resolution 25-59: Approval of lease for Fourth Street Garage Commercial Office Space with Visit Bloomington.** Ann Killion-Hanson presented Resolution 25-59 requesting approval for a lease agreement between RDC and the Convention and Visitors Bureau of Monroe County Inc., d/b/a Visit Bloomington for commercial office space located within the Fourth Street Garage. The proposed lease for the space will serve as a new Visitor Center and administrative office for the Visit Bloomington. Killion-Hanson provided background, noting that RDC had previously approved the construction of the Fourth Street Garage and related commercial components through Resolution 18-67 and authorized financing through Resolution 18-68. In Resolution 20-92, the RDC approved the offering to lease the space. Killion-Hanson and Mike McAfee, Executive Director, Visit Bloomington were both available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-59. Randy Cassady seconded the motion. The motion passed unanimously.

- C. Resolution 25-60: Ratification of Emergency Services Provided and for Payment to B&L Sheet Metal.** Ann Killion-Hanson presented Resolution 25-60 requesting ratification of emergency services performed by B&L Sheet Metal and approval for payment in the amount of \$8,500.00 for urgent repairs at the Showers West facility, located at 320 West Eighth Street. There were five roof drain pipe leaks discovered, resulting in water intrusion affecting office areas. B&L Sheet Metal was contacted to perform emergency services, which included removing old cast iron piping and installing new insulated PVC pipe. B&L submitted Invoice #2252675 in the amount of \$8,500.00. The invoice was initially sent to the City of Bloomington Public Works Department and was later forwarded to the RDC for payment approval. Funds are available in the RDC's maintenance and services account to cover the cost. Killion-Hanson was available for questions.

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

Randy Cassady moved to approve Resolution 25-60. John West seconded the motion. The motion passed unanimously.

- D. Resolution 25-61: Approval to Terminate the Indiana Legal Services Lease at College Square.** Dana Kerr presented Resolution 25-61 requesting approval to terminate the lease agreement with Indiana Legal Services, Inc. (ILS) at College Square, located at 216 South College Avenue. The lease agreement with ILS, included amendments that allow for automatic six-month renewals and require six months' written notice for termination. Kerr explained that with construction underway for the Bloomington Convention Center expansion, securing a host hotel at this location has become urgent. The termination notice is necessary to avoid delays in progressing the host hotel project. Kerr was available for questions.

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

Randy Cassady moved to approve Resolution 25-61. John West seconded the motion. The motion passed unanimously.

- E. Resolution 25-62: Approval for Preliminary Architectural Design of a Host Hotel for the Bloomington Convention Center at the College Square Real Estate.** Margie Rice presented Resolution 25-62, requesting approval to fund the preliminary architectural design for a proposed host hotel at 216 South College Avenue. The hotel would support the expanded Bloomington Convention Center and be

located on RDC-owned property. Rice explained that the City continues to work with Dora Hospitality LLC, the developer selected by the Capital Improvement Board. To move negotiations forward, a design is needed to determine the hotel's scope, structure, and cost. As part of the City's potential incentive package, the RDC would retain ownership of the design, and any funds spent would be considered part of its contribution. Incentive options under discussion include tax abatements, TIF funds, cash, or bond financing. Rice noted the urgency of advancing the design phase to align with the Convention Center's construction timeline and minimize the lodging gap. Rice was available for questions.

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

John West moved to approve Resolution 25-62. Laurie McRobbie seconded the motion. Randy Cassady voted no. The motion passed.

- 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.** Anna Killion-Hanson presented Resolution 25-63 requesting approval of a cleaning services agreement for the Trades District Garage located at 489 West Tenth Street. Killion-Hanson provided background on the original project approvals. She noted that a temporary contract with Office Pride was initiated and the City staff has been satisfied with their services. The proposed agreement covers cleaning services at a monthly rate of \$1,225, not to exceed \$16,000 annually, with flexibility for additional services if needed. Funds are available from the RDC's maintenance and services account. Killion-Hanson was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-63. Randy Cassady seconded the motion. The motion passed unanimously.

- G. Resolution 25-64: Approval of First Amendment to CDBG Funding Agreement for the Replacement of Siding at LifeDesigns.** Matt Swinney presented Resolution 25-64 requesting approval of a first amendment to the previously approved CDBG Physical Improvement funding agreement with LifeDesigns. The original agreement, approved in Resolution 25-07, provided \$86,515 for siding replacement at multiple buildings on South Covey Lane. Swinney explained that additional funding is necessary as the original amount was insufficient to complete siding replacement on all the targeted buildings. The amendment increases the total funding to \$142,657. Swinney was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-64. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- H. Resolution 25-65: Approval of Agreement for Temporary use of City-Owned Property at Hopewell Development.** Neil Kopper presented Resolution 25-65 requesting approval of an agreement for Temporary Use of City-Owned Property at the Hopewell Development. The City of Bloomington is working with BCM, LLC, and the construction arm of Brinshore Development, to develop a portion of the City-owned property formerly the site of Bloomington Hospital. The agreement provides BCM with construction access, staging, and material storage on the City's property during the construction period, which is anticipated to begin on or before June 3, 2025. Kopper was available for questions.

It was noted by one of the Commissioners that a heavy piece of equipment had caused damage to a large portion of the parking lot. As a result, it was requested that the resolution be amended to include language requiring the contractor to return the site to good or better condition than it was in prior to use.

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

Randy Cassady moved to approve Resolution 25-65 as amended. Laurie McRobbie seconded the motion. The motion passed unanimously.

- I. Resolution 25-66: Approval of Payment for Property Insurance to Hylant.** Anna Killion-Hanson presented Resolution 25-66 requesting approval for payment of property insurance to Hylant. The RDC owns various properties within its TIF districts, including the recently constructed Forge in the Trades District, which needs to be added to the City's insured properties list with Hylant. The insurance coverage cost for the RDC Property is \$13,356.00. The funding source is **2519-15-150000-53990**. Killion-Hanson was available for questions.

John West moved to approve Resolution 25-66. Laurie McRobbie seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION Regular and Executive session and quorum will be held on July 7th.

VIII. ADJOURNMENT Laurie McRobbie moved to adjourn. The meeting adjourned at 7:30 pm

Deborah Myerson, President

John West, Secretary

Date: _____

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, June 16, 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=14697>

I. ROLL CALL

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

Commissioners Absent: Sue Sgambelluri

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Assistant Director, (HAND); Tammy Caswell, Financial Specialist, (HAND); Matt Swinney, Program Manager, (HAND); Dana Kerr, Assistant City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD) *via Zoom*; Julius Mitchell, Legislative Affairs Specialist, Office of the Mayor; Jane Fleig, Utilities Engineer, Utilities; Jeff Jackson, Transportation Demand Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Kendall Knoke, Project Engineer, Engineering Department

Others Present: John Fernandez, Senior Vice-President, The Mill; Victoria Crawley, Head of Operations, The Mill; Dave Askins, B Square Bulletin

II. READING OF THE MINUTES: The June 2, 2025 minutes will be presented at the next regular meeting.

III. EXAMINATION OF CLAIM REGISTERS: Laurie McRobbie moved to approve the claim register for June 6, 2025, for \$230,506.23. John West seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the payroll register for May 30, 2025, for \$55,254.36. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES:

A. Director Report: Ann Killion-Hanson was available for questions.

B. Legal Report: Dana Kerr was available for questions.

C. Treasurer's Report: Jessica McClellan presented the general ledger summary and the TIF project status report, which was included in the commission packet.

D. Business Development Update: Jane Kupersmith was available for questions.

E. Hopewell Update: Anna Killion-Hanson reported that Hopewell East lawn maintenance is covered under Milestones current contract.

VI. NEW BUSINESS:

Begin Public Hearing

- A. 2025-2029 Consolidated Plan and 2025 Annual Action Plan Presentation** Anna Killion-Hanson presented the 2025–2029 Consolidated Plan and the 2025 Annual Action Plan, both of which were included in the Commission packet. She explained that as a HUD-designated entitlement community, the City of Bloomington receives an annual allocation of federal funding through the Community Development Block Grant (CDBG) and HOME Investment Partnership programs. The Consolidated Plan serves as a five-year strategic framework that guides how these federal funds will be used to address affordable housing, homelessness prevention, public infrastructure, and other community development priorities.

The Annual Action Plan outlines specific goals and projects planned for the 2025 program year, which are aligned with community input and federal objectives. She emphasized the importance of public engagement in shaping the plan and thanked those who contributed through surveys, stakeholder meetings, and consultations with local organizations.

Debora Myerson asked for public comments. There were no comments from the public.

End Public Hearing

- B. Resolution 25-67: Approval of Property Management Agreement with Choice Realty and Management, Inc.** Anna Killion-Hanson presented Resolution 25-67, requesting approval of a Property Management Agreement with Choice Realty and Management, Inc. for RDC-owned properties including the Trades District, Fourth Street Garage, and 627 N. Morton Street. Following a quote solicitation process, Choice Realty submitted the lowest responsive and responsible proposal. The proposed agreement includes a monthly management fee of \$1,450 for an 18-month term beginning July 1, 2025, and ending December 31, 2026, totaling \$26,100. An additional \$3,900 was budgeted for incidental expenses, for a not-to-exceed total of \$30,000.

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

After discussion, Randy Cassady proposed removing the eighth **“WHEREAS” clause of \$3,900.00.**”

John West proposed additional language stating the resolution is subject to final legal review and to delete the referenced clause.

Randy Cassady moved to approve Resolution 25-67 with the following amendments: to remove the eighth **“WHEREAS” clause referencing \$3,900.00, to make the resolution subject to final legal review, and to specify that the documents are to be retained by the Redevelopment Commission.**

Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. Resolution 25-68: Determination of No Excess Assessed Value in the Allocation Areas and Ratification of Notice Thereof.** Dana Kerr presented Resolution 25-68. Kerr explained that the City of Bloomington currently has three active allocation areas: the Consolidated, North Kinser Road, Prow Road, and the Meridiam Allocation Area. He noted that these areas were established at different times to support key infrastructure and development initiatives, with the most recent—Meridiam—created in 2022 as part of the City’s broadband expansion efforts. As required by Indiana Code, the RDC must annually determine whether the incremental assessed value in each allocation area exceeds what is necessary to meet debt obligations and other TIF-related expenses. Based on a review of assessed values, tax rates, and known and anticipated expenditures, the City Controller recommended a finding of no excess value. The resolution affirms that determination and ratifies the notice of no excess value in each of the City’s allocation areas.

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

Laurie McRobbie moved to approve Resolution 25-68. John West seconded the motion. The motion passed unanimously.

- D. Resolution 25-69: Approval of 2025 CDBG Grant Agreement with Centerstone at 322 S Grant Street.** Matt Swinney presented Resolution 25-69, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Centerstone of Indiana, Inc. for physical improvements at 322 S. Grant Street. The proposed project will fund the purchase of appliances and the repair or replacement of flooring and supporting components at the facility. The funding allocation will not exceed \$14,046.25.

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

Laurie McRobbie moved to approve Resolution 25-69. John West seconded the motion. The motion passed unanimously.

- E. Resolution 25-70: Approval of 2025 CDBG Grant Agreement with Centerstone at 809 W 1st Street.** Matt Swinney presented Resolution 25-70, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Centerstone of Indiana, Inc. for physical improvements at 809 W. 1st Street. The proposed project will fund the purchase of appliances and the repair or replacement of flooring and supporting components at the facility. The funding allocation will not exceed \$8,133.65.

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

Laurie McRobbie moved to approve Resolution 25-70. John West seconded the motion. The motion passed unanimously.

- F. Resolution 25-71: Approval of 2025 CDBG Grant Agreement with LifeDesigns, Inc. at Covey Lane.** Matt Swinney presented Resolution 25-71, requesting approval of a Community Development Block Grant (CDBG) funding agreement with LifeDesigns, Inc. for physical improvements at 1826 S. Covey Lane in Bloomington, Indiana. The proposed project includes the installation of new kitchen cabinets, countertops, and any necessary supporting components to complete the renovation. The funding allocation will not exceed \$18,974.29.

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

Laurie McRobbie moved to approve Resolution 25-71. John West seconded the motion. The motion passed unanimously.

- G. Resolution 25-72: Approval of First Amendment to CDBG Funding Agreement for the Replacement of Siding at LifeDesigns at Orris Drive.** Matt Swinney presented Resolution 25-72, requesting approval of a Community Development Block Grant (CDBG) funding agreement with LifeDesigns, Inc. for physical improvements at 922 N. Orris Drive. The proposed project will fund the installation of a new roof and any necessary supporting components to complete the work. The funding allocation will not exceed \$10,537.71.

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

Laurie McRobbie moved to approve Resolution 25-72. John West seconded the motion. The motion passed unanimously.

- H. Resolution 25-73** will be brought before the Commission at a future meeting.

- I. Resolution 25-74: Approval of 2025 CDBG Grant Agreement with Pathways at the Compass Early Learning Center.** Matt Swinney presented Resolution 25-74, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Pathways, Inc. for physical improvements at the Compass Early Learning Center. The proposed project includes the

installation of water fountains on the playgrounds and any necessary supporting components. The funding allocation will not exceed \$40,000.00.

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

Laurie McRobbie moved to approve Resolution 25-74. John West seconded the motion. The motion passed unanimously.

- J. Resolution 25-75: Approval of 2025 CDBG Grant Agreement with Middle Way House at The Rise.** Matt Swinney presented Resolution 25-75, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Middle Way House, Inc. for physical improvements at The Rise. The proposed project includes the installation of new elevator railings and any necessary supporting components to ensure compliance and safety upgrades. The funding allocation will not exceed \$9,418.00.

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

Laurie McRobbie moved to approve Resolution 25-75. John West seconded the motion. The motion passed unanimously.

- K. Resolution 25-76: Approval of 2025 CDBG Grant Agreement with New Hope for Families outdoor pay.** Matt Swinney presented Resolution 25-76, requesting approval of a Community Development Block Grant (CDBG) funding agreement with New Hope for Families for physical improvements at the Early Learning Center located at 1140 S. Morton Street. The proposed project includes the installation of shade sails, outdoor play and educational equipment, and all necessary supporting components. The funding allocation will not exceed \$120,000.00.

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

Laurie McRobbie moved to approve Resolution 25-76. John West seconded the motion. The motion passed unanimously.

- L. Resolution 25-77: Approval of 2025 CDBG Grant Agreement with Mother Hubbard's Cupboard.** Matt Swinney presented Resolution 25-77, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Mother Hubbard's Cupboard, Inc. for the acquisition of property located at 1020 W. Allen Street. The proposed project includes the purchase of the lot and any associated acquisition costs. The funding allocation will not exceed \$200,000.00.

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

Laurie McRobbie moved to approve Resolution 25-77. John West seconded the motion. The motion passed unanimously.

- M. Resolution 25-78: Approval of 2025 CDBG Grant Agreement with Summit Hill Development Corporation.** Matt Swinney presented Resolution 25-78, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Summit Hill Community Development Corporation for physical improvements at the Walnut Woods housing complex. The proposed project includes the installation of new playground equipment, new picnic tables, shade sails, and sidewalks. The funding allocation will not exceed \$113,397.00.

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

Laurie McRobbie moved to approve Resolution 25-78. John West seconded the motion. The motion passed unanimously.

- N. Resolution 25-79: Approval of 2025 CDBG Grant Agreement with Centerstone at 120 N Hopewell Street.** Matt Swinney presented Resolution 25-79, requesting approval of a Community Development Block Grant (CDBG) funding agreement with Centerstone of Indiana, Inc. for physical improvements at 120 N. Hopewell Street in Bloomington, Indiana. The proposed project includes the purchase of appliances and the repair or replacement of flooring and any supporting components. The funding allocation will not exceed \$12,820.10. Deborah Myerson asked for public comment. There were no comments from the public. Laurie McRobbie moved to approve Resolution 25-79. John West seconded the motion. The motion passed unanimously.
- O. Resolution 25-80: Approval of Tennant Renovations of the Dimension Mill.** Victoria Crawley and John Fernandez presented Resolution 25-80, requesting approval for proposed interior renovations to the Dimension Mill by Dimension Mill, Inc. (DMI). These renovations are intended as an alternative to a previously proposed 2,000-square-foot addition on the south side of the building, which was determined to be cost-prohibitive. Structural concerns with the existing south wall also contributed to the decision to pursue interior improvements instead. Crawley explained that the renovation project is supported in part by a \$16 million federal grant awarded to Indiana University Bloomington in 2024, with the City of Bloomington and DMI listed as subrecipients. The goal of the project is to expand the Mill's functional capacity, enhance recurring revenue opportunities, and preserve the long-term structural integrity of the building. All renovations will be completed at DMI's expense, as required by Article IV, Section 4.01 of the lease agreement. DMI submitted a project overview and renderings, and final design plans, specifications, and construction documents will be provided to the Commission prior to the start of construction, currently targeted for on or about January 1, 2026. The resolution affirms that the proposed improvements align with the goals of the federal grant, support continued economic development in the Trades District, and increase the long-term value of the RDC-owned asset. Fernandez and Crawley were available for questions. Deborah Myerson asked for public comment. There were no comments from the public. John West moved to approve Resolution 25-81. Randy Cassady seconded the motion. The motion passed unanimously.
- P. Resolution 25-81: Approval of Expenses for furniture, fixtures, and equipment for the Forge.** Jane Kupersmith presented Resolution 25-81, requesting approval of expenses related to the purchase of furniture, fixtures, and equipment (FFE) for The Forge, a technology center located in the Trades District. The original bid package for construction, approved via Resolution 23-72, included a \$150,000 FFE allocation. Kupersmith explained that to date, \$16,387 of the FFE budget has been expended through prior RDC approvals. Weddle Brothers Construction, the project contractor, solicited three quotes for the remaining furnishings, and Officeworks submitted the lowest bid at \$98,489.20. Dimension Mill, Inc. (DMI), which manages The Forge, has requested that the RDC approve this expenditure. In addition, DMI identified an additional \$13,021.87 in costs related to audiovisual equipment, small wares, and installation labor necessary for project completion. DMI requested approval for reimbursement of these expenses. If both expenditures are approved, an estimated balance of \$22,101.93 will remain in the original FFE budget. Deborah Myerson asked for public comment. There were no comments from the public. John West moved to approve Resolution 25-81. Randy Cassady seconded the motion. The motion passed unanimously.

Q. Resolution 25-82: Approval of funding for TIF funding for 2nd Street Sanitary Sewer upgrades for future Hopewell West Development. Kendall Knoke and Jane Fleig presented Resolution 25-82, requesting approval for the use of Consolidated TIF funds to support sanitary sewer upgrades along a section of West 2nd Street. The upgrades are necessary to support the future buildout of the Hopewell West subdivision.

Knoke explained that the City of Bloomington Utilities and Engineering Department completed an evaluation of the existing sanitary sewer infrastructure in this corridor and determined that upsizing five segments of sewer pipe—totaling approximately 1,063 linear feet would be required. Because the same section of West 2nd Street is scheduled for full road reconstruction in 2025, City staff recommended completing the sewer upgrades in conjunction with that project to avoid future disruptions and maximize efficiency. The estimated cost of the sewer improvements is \$342,374. Knoke and Fleig were both available for questions.

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

Laurie McRobbie moved to approve Resolution 25-82. Randy Cassady seconded the motion. The motion passed unanimously.

R. Resolution 25-83: Approval for Conveyance Agreement with Alluinn IU Trades District Hotel, LLC for Redevelopment Development Commission Property within the Trades District. Dana Kerr and John Fernandez presented Resolution 25-83. The resolution authorizes the sale of Tracts 3 and 4 for a purchase price of \$1,200,000.00.

Kerr provided background that the RDC had previously approved an agreement with Alluinn IU and Pure Development, Inc. through Resolution 24-78. That agreement expired under its stated terms after the required closing did not occur within 30 days of the feasibility period, and is now void. RDC staff have since renegotiated terms with Alluinn IU, and the new agreement is included as Attachment 1 to the resolution. The conveyance supports continued development in the Trades District and advances economic development within the Consolidated TIF. The resolution authorizes RDC to execute the agreement and any related closing documents and delegate's authority to City staff to take any necessary actions to carry out the resolution's intent. Kerr clarified that this approval does not constitute satisfaction of any contingencies outlined in the agreement. Fernandez and Kerr were both available for questions.

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

Randy Cassady moved to approve Resolution 25-83. John West seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT John West moved to adjourn. The meeting adjourned at 6:40 pm

Deborah Myerson, President

John West, Secretary

Date: _____

Consolidated Plan 2025-2029

A planning strategy tool to address housing, community development, and economic development needs

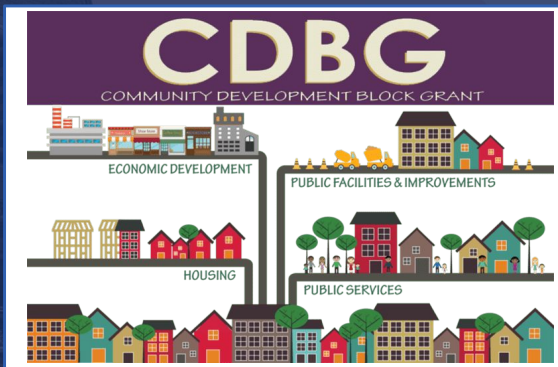


Entitlement Community= >50,000 population

- Receive an Annual Allocation of
 - Community Development Block Grants (CDBG)
 - HOME Investment Partnership Program
- Funds must be expended in a fashion that is consistent with community needs.
- These needs are identified through public outreach, needs assessments, market studies and strategic plans which form the basis of the Consolidated Plan.



Community Development Block Grants



Allocations determined by Citizen Advisory Commission (CAC) who reviews applications



Objectives

- Benefits to Low to Moderate Income Persons
- Aid in the prevention or elimination of slums or blights
- Urgent Need

Allocations

- 65% Physical Improvements
- 20% Social Services



HOME Investment Partnerships



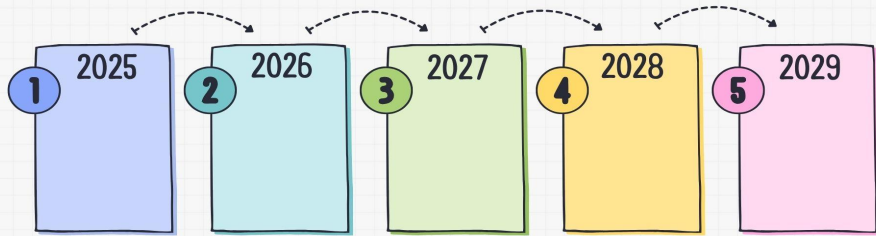
Objectives

- Construction
- Acquisition
- Rehabilitation
- Homeownership Assistance
- Rental Assistance
- Housing Counseling



CONSOLIDATED PLAN

SPENDING PLAN FOR HUD PROGRAMS



"A 5 year spending plan to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate income persons."



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Consolidated Plan

Process

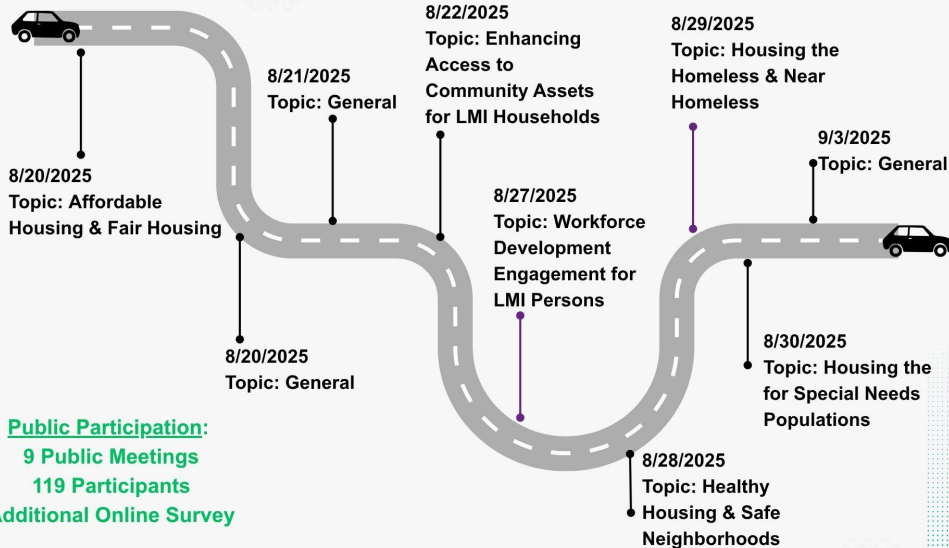
Citizen Participation & Consultation

CAPER
Annual performance report

Needs Assessment
Analysis

Annual Action Plan
Implementation guide

Strategic Plan
Driven by comments, consult & analysis



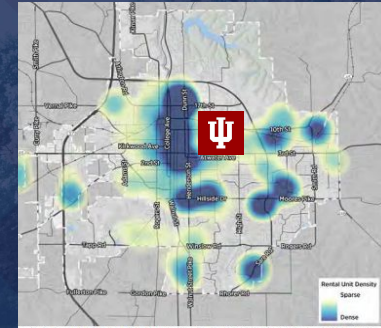
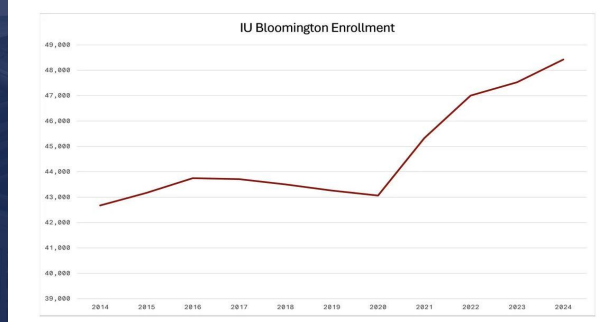
Summary of Findings



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Summary

Cost-burdened households, Indiana metro areas (2018-2022)		Cost-burdened households, Indiana metro areas (2018-2022)	
Renter Households	Owner Households	Renter Households	Owner Households
Gap (Renter % - Owner %)		Gap (Renter % - Owner %)	
1. Bloomington, IN area	58.6%	1. Bloomington, IN area	15.5%
2. Columbus, IN area	37.0%	2. Columbus, IN area	13.9%
3. Elkhart, IN area	48.0%	3. Elkhart, IN area	17.1%
4. Evansville, IN area	45.2%	4. Evansville, IN area	17.2%
5. Fort Wayne, IN area	43.4%	5. Fort Wayne, IN area	13.6%
6. Indianapolis, IN area	47.5%	6. Indianapolis, IN area	16.5%
7. Kokomo, IN area	44.1%	7. Kokomo, IN area	13.7%
8. Lafayette, IN area	55.5%	8. Lafayette, IN area	15.5%
9. Michigan City, IN area	46.4%	9. Michigan City, IN area	15.4%
10. Muncie, IN area	53.3%	10. Muncie, IN area	14.9%



Bloomington is the most housing cost burdened metro area in the state.
(High cost/low wage)

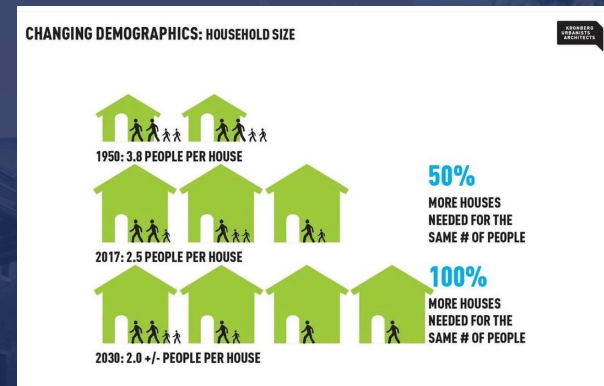
- According to Census data our population has decreased by 4,630 (-5.54%) from 2017 to 2022 despite IU enrollment being the highest count cited in 10 years (43,064 in 2020 vs 48,424 in 2024)
- Despite the student growth, Indiana University only provides around 13,000 beds

Summary



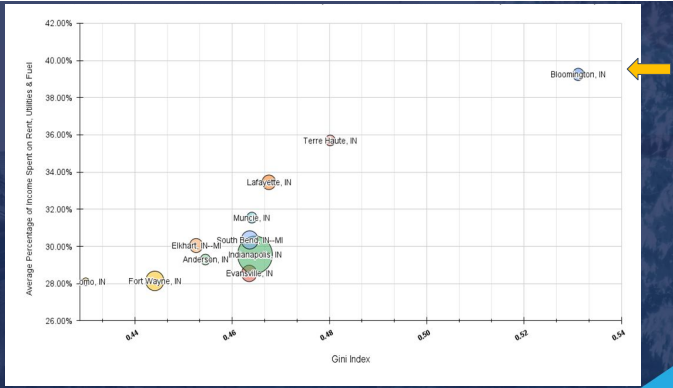
- Significant concern was expressed through public outreach that much of the newer rental housing built in the City is higher priced housing being built primarily for students.
- The demand for rentals, particularly from the student population does place additional pressure on the housing market.

Summary



- Single-person households represent a significant portion of the population, including students, seniors, and individuals living alone.
- Many of these households face challenges related to affordability, access to resources, and housing stability. Despite high occupancy rates many studio and one-bedroom apartments in the City dedicated to workforce housing remain vacant due to high cost &/or availability in student centric complexes.

Summary



- One of the most pressing issues in Bloomington is the affordability of housing.
- For a large portion of households in Bloomington, a significant portion of income is allocated to housing costs. This financial strain not only limits their ability to cover other essential expenses, such as food, healthcare, and transportation, but also increases the risk of housing instability and eviction.

Summary

Characteristics linked to housing instability & increased risk of homelessness

- 01 New housing increasingly targets students
- 02 Housing costs are rising
- 03 It is difficult to build housing due to costs (high interest rates, high costs of material & labor), land scarcity, zoning restrictions & neighborhood resistance
- 04 Few landlords will accept vouchers



Summary

Housing Choice Voucher/Section 8	Project Based Voucher
Both assist very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing by providing rental subsidy	
Attached to the tenant, not the unit	Attached to the unit, not the tenant
Administered by BHA & SCCAP	Administered by BHA
987 on waitlist	2,168 on waitlist

Summary

Owner Occupied Units

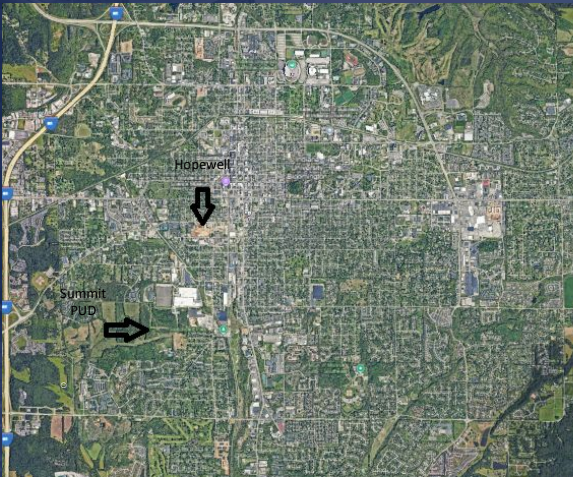


Larger homes align well with the needs of larger families or those seeking more space. However, smaller owner-occupied units are rare, potentially excluding single-person households or smaller families from ownership opportunities.



Summary

Developers face a scarcity of available land, rising construction costs and interest rates making projects difficult to pencil out.



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Summary

The Golden Handcuffs

Refinancing or selling to buy a new home with current, higher interest rates would significantly increase monthly payments, making it financially difficult to move, even if other opportunities arise.



CITY OF BLOOMINGTON

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Summary

Local zoning and land use policies limit the development of affordable housing



The Unified Development Ordinance (UDO) presents barriers for developers, such as minimum lot size. The number of requirements to meet hinder/slow progress.

Summary

Growing Presence of Short Term Rentals

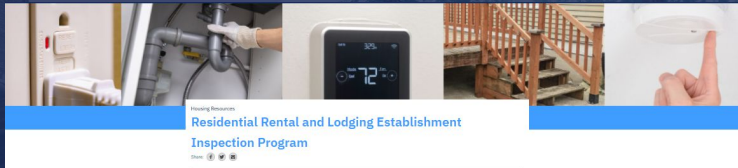
Vacation Rental Overview: Monroe County						
Year-Over-Year	Supply & Demand	Revenue	Occupancy	Nightly Rates	LOS & BLT	Pacing
Monthly Trend: May '25						
Revenue		Average Daily Rate		RevPAR		
\$2.6M		\$298		\$116		
29.2% vs May '24		12.0% vs May '24		28.7% vs May '24		
Available Listings		Booked Listings		Occupancy Rate		
942		926		39%		
0.4% vs May '24		6.8% vs May '24		15.0% vs May '24		

Non-owner-occupied short-term rentals reduce the overall supply of housing, further complicating the housing market for low- and moderate-income families.

CITY OF BLOOMINGTON

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Summary Residential Rental Inspection Program



The Residential Rental Inspection program has demonstrated that it has helped mitigate housing problems in the City by ensuring there is no concentration of multiple housing condition problems.

Highest Priority Needs Identified in Consolidated Plan:



Improve access to/quality of affordable housing in the rental and sales markets

Provide assistance to homeowners and renters to increase housing supply and housing affordability programs. This includes development of new units for rent and ownership, as well as preservation of existing units. Rental assistance for families is also a priority.

Public Facilities & Infrastructure Improvements

Improvements to public facilities and infrastructure and facilities that deliver public services such as solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.

There is a need to make improvements, particularly in low- and moderate-income areas and for elderly residents, in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life.



Public Services

Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, food access, broadband access, transportation, non-homeless special needs and employment training.

Affordable childcare and food security were cited by stakeholders as particular needs. In addition, services for people with mental health and/or substance misuse disorders are necessary to provide housing stability. There are language barriers, so LEP services were also identified as a need.

Housing and services for persons experiencing homelessness or near homelessness

Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness.

Housing services for homeless persons, domestic violence victims, and youth transitioning out of foster care was discussed as a priority by stakeholders. These individuals have difficulties getting into stable housing with very few landlords willing to take on formerly homeless or addicted persons as tenants. Domestic violence and youth foster care transition are also major priorities within this category.

Successful implementation of any strategy addressing homelessness includes stemming inflow of people experiencing homelessness.

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Cost burden is the dominant housing issue in Bloomington. TBRA would facilitate housing individuals on the Housing Choice Voucher list, especially for individuals facing difficult circumstances.
TBRA for Non-Homeless Special Needs	According to stakeholder input, there is a need to provide safe and accessible housing and remove barriers for elderly and non-elderly persons with disabilities, victims of domestic violence, and persons with substance abuse and mental health diagnoses.
New Unit Production	New unit production would help alleviate cost burden and lack of inventory, Bloomington's greatest housing issue, by increasing housing supply. Additional units would also mitigate competition between the City's student population and low- and moderate-income households.

Influence of Market Conditions (Cont'd)

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Rehabilitation	Maintenance and operation of housing are major factors contributing to cost-burden that can be mitigated through rehabilitation. The costs to rehabilitate units in distressed areas are the same as in an affluent area. The difference in neighborhood rehabilitation projects is the return on investment between the two and can be zero or negative for improvements made to a property located in a distressed housing market, thus making it economically unattractive for private investors to rehabilitate houses in impacted areas. Incentives for private developers to preserve existing vacant units in distressed areas could alleviate this challenge
Acquisition, including preservation	Efforts to acquire and rehabilitate units for sale would provide affordable homeownership opportunities for City residents. As subsidized units reach the end of the period of affordability, there is a need to preserve these units as there is a high level of cost burden among low- and moderate-income households. The City of Bloomington will help in the acquisition of appropriate land for development when opportunities arise.

The primary focus of implementation will be to:

- Sustain neighborhood stability
- Prevent homelessness
- Increase and improve housing supply
- Ensure accessible, affordable housing for people throughout the City



The Consolidated Plan has been developed with community input and reflect the needs of our beloved vibrant, culturally diverse City



EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Wednesday, June 18, 2025, at 9:45 a.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Sue Sgambelluri, Laurie McRobbie, Deborah Myerson, John West, and Randy Cassady

City Staff Present: Kerry Thomson, City of Bloomington Mayor; Margaret VanSchaik, Special Assistant to the Mayor; Margie Rice, Corporation Counsel, City Legal Department; Audrey Brittingham, City Attorney, City Legal; Dana Kerr, Assistant City Attorney, City Legal; Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Stephanie LaFontaine, Affordable Housing Program Manager, HAND; Jane Kupersmith, Director, Economic and Sustainable Development (ESD); Anna Dragovich, ESD; Jessica McClellan, City Controller;

Others Present: Allison Quinlan, Flintlock Ltd. Co.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 10:45 a.m.

Deborah Myerson, President

John West, Secretary

Date

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, June 30, 2025, at 3:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Sue Sgambelluri, John West, and Randy Cassady

City Staff Present: Margie Rice, Corporation Counsel, City Legal Department; Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Dana Kerr, Assistant City Attorney, City Legal Department; Audrey Brittingham, City Attorney, City Legal Department;

Others Present: Scott Chin

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 4:00 p.m.

Sue Sgambelluri, Vice-President

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

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 06-20-2025 (\$273,830.41)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 06-07-2025 to 06-20-2025. 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.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 06-07-2025 to 06-20-2025, 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:

A handwritten signature in cursive script that reads "Margie Rice".

70B1F031F43E4C6...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	128824493	15-Notary Continuing Education Course-C. Finley	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	49.37
							Account 53160 - Instruction Totals		Invoice Transactions 1	\$49.37
							Program 150500 - Housing Totals		Invoice Transactions 1	\$49.37
Program 151000 - Neighborhood										
Account 53960 - Grants										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44409M	15-Small & Simple Grant to Prospect Hill NA Newsletter	Paid by EFT # 66080		06/10/2025	06/10/2025	06/20/2025		06/20/2025	500.00
3703 - Arden Place Neighborhood Association	1745	15-S&S Grant to Arden Place NA-wood chipper	Paid by EFT # 66094		06/10/2025	06/10/2025	06/20/2025		06/20/2025	500.00
501 - Karl Clark (KC Designs)	7022	15-Neighborhood Cleanup grant - screen printing on shirts (52)	Paid by EFT # 66126		06/10/2025	06/10/2025	06/20/2025		06/20/2025	520.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	INV-61498	15-Grant to Maple Heights-repair vandalized neighborhood sign	Paid by EFT # 66286		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,441.80
							Account 53960 - Grants Totals		Invoice Transactions 4	\$2,961.80
							Program 151000 - Neighborhood Totals		Invoice Transactions 4	\$2,961.80
Program 151600 - Title 16										
Account 52420 - Other Supplies										
541 - Amazon.com Sales, INC	1J74-D3WF-	15-Tester Plug for inspector	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	12.97
Amazon.com Services LLC)	49QL									
541 - Amazon.com Sales, INC	1XQ1-WRLC-	15-Inspector tools	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	60.59
Amazon.com Services LLC)	9DDH	Voltage tester, Tent poles, replacement cord								
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$73.56
Account 53990 - Other Services and Charges										
03 - INDIANA UNIVERSITY	95948854	15-Landlord Magnets (9,000) and Postcards (1,125)	Paid by Check # 80218		06/10/2025	06/10/2025	06/20/2025		06/20/2025	2,250.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$2,250.00
							Program 151600 - Title 16 Totals		Invoice Transactions 3	\$2,323.56
							Department 15 - HAND Totals		Invoice Transactions 8	\$5,334.73
							Fund 1101 - General Totals		Invoice Transactions 8	\$5,334.73

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2209 - LIT - Economic Development											
Department 15 - HAND											
Program 150000 - Main											
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	aOON6Ga	15-2025 Strong Towns National Gathering - Killion-Hanson	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	350.00	
3560 - First Financial Bank / Credit Cards	6.9.25Workshop	15-Providence Small Scale Development Workshop - Killion-Hanson	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	170.99	
3560 - First Financial Bank / Credit Cards	0258	15-NCDA Region V Conf 2025 (C. Toothman and F. Hershman)	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	700.00	
									Account 53160 - Instruction Totals	Invoice Transactions 3	\$1,220.99
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	73108367411238	15-American Airlines Travel-Strong Towns Conf-Killion	Paid by Check # 80211		06/10/2025	06/10/2025	06/20/2025		06/20/2025	366.13	
									Account 53230 - Travel Totals	Invoice Transactions 1	\$366.13
Account 53960 - Grants											
541 - Amazon.com Sales, INC Amazon.com Services LLC)	1LWQ-X147-6XQ6	15-Supplies and equipment for block party trailer	Paid by EFT # 66088		06/10/2025	06/10/2025	06/20/2025		06/20/2025	180.70	
378 - ANN-KRISS, LLC	ABBITT-6.5.25	15-EHR-Abbitt-1600 N Willis Dr, Lot 201-Final balance	Paid by EFT # 66090		06/10/2025	06/10/2025	06/20/2025		06/20/2025	646.22	
0372 - First Christian Church of Bloomington	6.3.25	15-reimburse cost to building use for emergency winter shelter	Paid by EFT # 66160		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,467.86	
4915 - VanHorn Tint & Accessories, INC	30776	15-Community Events Trailer wrap installed	Paid by EFT # 66329		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,300.00	
									Account 53960 - Grants Totals	Invoice Transactions 4	\$6,594.78
Account 53990 - Other Services and Charges											
862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1599	15-Social Media Marketing for the HAND Department - 5/31/2025	Paid by EFT # 66173		06/10/2025	06/10/2025	06/20/2025		06/20/2025	580.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$580.00
									Program 150000 - Main Totals	Invoice Transactions 9	\$8,761.90
									Department 15 - HAND Totals	Invoice Transactions 9	\$8,761.90
									Fund 2209 - LIT - Economic Development Totals	Invoice Transactions 9	\$8,761.90

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
56 - Middle Way House, INC	000101216	15-ARPA Funding for The Rise -Q1 2025 Expenses	Paid by EFT # 66235		06/10/2025	06/10/2025	06/20/2025		06/20/2025	57,707.52
							Account 53960 - Grants Totals		Invoice Transactions 1	\$57,707.52
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$57,707.52
							Department 15 - HAND Totals		Invoice Transactions 1	\$57,707.52
							Fund 2402 - ARP COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$57,707.52
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
74 - Life Designs, INC	02 5.16.25	15-CDBG-Housing Options Siding Proj-Inv #2-April 2025	Paid by EFT # 591		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,341.25
							Account 53960 - Grants Totals		Invoice Transactions 1	\$1,341.25
							Program 150000 - Main Totals		Invoice Transactions 1	\$1,341.25
							Department 15 - HAND Totals		Invoice Transactions 1	\$1,341.25
							Fund 2403 - CDBG Totals		Invoice Transactions 1	\$1,341.25
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
378 - ANN-KRISS, LLC	721-31325	15-714 S Rogers-secure bldg-7 Windows, Remove debris	Paid by EFT # 66090		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,067.00
356 - B&L Sheet Metal and Roofing, INC	2252675	15-Roof Drain Piping repairs Showers West Fire Admin office	Paid by EFT # 66098		06/10/2025	06/10/2025	06/20/2025		06/20/2025	8,500.00
321 - Harrell Fish, INC (HFI)	ZW26464	15-outh wall reconstruction at the Mill-duct work-4/9/25	Paid by EFT # 66176		06/10/2025	06/10/2025	06/20/2025		06/20/2025	102.00
321 - Harrell Fish, INC (HFI)	ZW26353	15-AC repairs-Showers West Suite 200-2/26/25	Paid by EFT # 66176		06/10/2025	06/10/2025	06/20/2025		06/20/2025	782.50
3847 - Hylant of Indianapolis, LLC	472155	15-Insurance premium 671 N Madison Policy 1144185-1/1/25-1/1/26	Paid by EFT # 66184		06/10/2025	06/10/2025	06/20/2025		06/20/2025	13,356.00
392 - Koorsen Fire & Security, INC	IN00958637	15-Quarterly Sprinkler System Insp-College Sq 6/1-8/31/25	Paid by EFT # 66214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	150.00

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7414 - MAP Communications, INC (Live Voice)	000036-717-871	15-Answering Service for College Square-June 2025	Paid by Check # 80221		06/10/2025	06/10/2025	06/20/2025		06/20/2025	48.20
6688 - SSW Enterprises, LLC (Office Pride)	Inv-264758	15-Janitorial Services-5x per week Showers West-June 2025	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,648.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-262380	15-Cleaning Services-Space leased to ESNET - April 2025	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	1,385.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-264518	15-Janitorial services-222 S College Ave-College Sq- June 2025	Paid by EFT # 66307		06/10/2025	06/10/2025	06/20/2025		06/20/2025	397.50
8353 - Umphress Masonry, INC	50825-1	04-RES 24-75 Mill Repairs-tuckpointing-release Bd Held Retainage	Paid by EFT # 66325		06/10/2025	06/10/2025	06/20/2025		06/20/2025	7,350.00
60 - Formerly MCSWMD Waste Reduction District of Monroe County	23-2025	15-Disposal of fluorescent light tubes from Showers West-6/2/25	Paid by EFT # 66336		06/10/2025	06/10/2025	06/20/2025		06/20/2025	102.25
23 - Duke Energy	9101205756790525	15-College Sq-222 S College Ave-Atrium-elec serv 4/26-5/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	278.87
23 - Duke Energy	9101205760180525	15-College Sq-222 S College Ave-Office-elec bill 4/26-5/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	243.75
23 - Duke Energy	9101773802190525	15-714 S Rogers St.-Hopewell-elec bill-04/25/25-05/23/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	766.44
23 - Duke Energy	9101205758430525	15-College Sq-200 S. College Ave-elec. chgs 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	153.64
23 - Duke Energy	9101205761750525	15-College Sq-202 S College-elec. bill 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	171.12
23 - Duke Energy	9101205753640525	15-College Sq-204 S. College Ave-electric bill 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	211.38
23 - Duke Energy	9101205762900525	15-College Sq-208 S. College-elec. bill 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025		06/11/2025	358.79

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205763990 525	15-College Sq-210 S. College Ave-elec. chgs 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025	06/11/2025		144.12
223 - Duke Energy	9101205752310 525	15-College Sq-216 S. College-elec chgs 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025	06/11/2025		118.55
223 - Duke Energy	9101205750330 525	15-College Sq-226 S. College Ave-elec chgs 04/26/25-05/27/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025	06/11/2025		486.03
223 - Duke Energy	9101205749170 525	15-489 10th St W. Misc:Cmrcl Spce-elec. chgs 04/22/25- 05/20/25	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025	06/11/2025		512.98
223 - Duke Energy	9101205760680 525	15-Trades Dristrict- Outdoor Lighting-elec chgs 04/16/25-05/15/2	Paid by Check # 80202		06/11/2025	06/11/2025	06/11/2025	06/11/2025		27.18
223 - Duke Energy	9101212104030 425	15-105 W 4th St Misc Office 1-elec chgs 03/27/25-04/25/25	Paid by Check # 80204		06/11/2025	06/11/2025	06/11/2025	06/11/2025		32.29
23 - Duke Energy	9101205748680 425	15-105 W 4th St- Misc:Office 2-elec chgs 03/27/25-04/25/25	Paid by Check # 80205		06/11/2025	06/11/2025	06/11/2025	06/11/2025		71.57
23 - Duke Energy	9101205757280 525	15-105 4th St W Misc Office 4-elec chgs 03/27/24-04/25/25	Paid by Check # 80203		06/11/2025	06/11/2025	06/11/2025	06/11/2025		171.90
23 - Duke Energy	9101205748680 525	15-105 W 4th St- Misc:Office 2-elec chgs 04/26/25-05/27/25	Paid by Check # 80205		06/11/2025	06/11/2025	06/11/2025	06/11/2025		79.33
23 - Duke Energy	9101212104030 525	15-105 W 4th St Misc Office 1-elec chgs 04/26/25-05/27/25	Paid by Check # 80204		06/11/2025	06/11/2025	06/11/2025	06/11/2025		31.88
23 - Duke Energy	9101205757280 625	15-105 4th St W Misc Office 4-elec chgs 04/26/24-05/27/25	Paid by Check # 80203		06/11/2025	06/11/2025	06/11/2025	06/11/2025		153.11
260 - Republic Services, INC	0694- 003735334	15-Trash Service- College Sq 222 S College Ave 06/01/25- 06/30/25	Paid by EFT # 66073		06/11/2025	06/11/2025	06/11/2025	06/11/2025		240.05
260 - Republic Services, INC	0694- 003734865	15-627 N Morton-trash serv-June 2025- overage 4/24, 5/1 & 5/8	Paid by EFT # 66073		06/11/2025	06/11/2025	06/11/2025	06/11/2025		393.61

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/07/25 - 06/20/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 32	<u>\$42,535.04</u>
							Program 150000 - Main Totals		Invoice Transactions 32	<u>\$42,535.04</u>
							Department 15 - HAND Totals		Invoice Transactions 32	<u>\$42,535.04</u>
							Fund 2519 - RDC Totals		Invoice Transactions 32	<u>\$42,535.04</u>
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159000 - Admin										
Account 53810 - Principal										
7255 - BOKF, NA	BTONGENREV2 10725	06-BTONGENREV21 (Solar Panels-City)- 07/2025	Paid by EFT # 66113		06/10/2025	06/10/2025	06/20/2025		06/20/2025	43,674.00
							Account 53810 - Principal Totals		Invoice Transactions 1	<u>\$43,674.00</u>
Account 53820 - Interest										
7255 - BOKF, NA	BTONGENREV2 10725	06-BTONGENREV21 (Solar Panels-City)- 07/2025	Paid by EFT # 66113		06/10/2025	06/10/2025	06/20/2025		06/20/2025	20,624.67
							Account 53820 - Interest Totals		Invoice Transactions 1	<u>\$20,624.67</u>
							Program 159000 - Admin Totals		Invoice Transactions 2	<u>\$64,298.67</u>
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
8844 - First Financial Bank, N.A.	MILHOPEPHIE- AP16	15-Milestone-Hopewell PH1 E. Infrastructure12/1/24- 04/05/25-App16	Paid by Check # 80214		06/10/2025	06/10/2025	06/20/2025		06/20/2025	4,692.56
9278 - Milestone Contractors, LP	MILHOPEPHIE- AP16	15-Hopewell Phase 1 East Infrastructure 12/1/24-04/05/25-App 16	Paid by EFT # 66239		06/10/2025	06/10/2025	06/20/2025		06/20/2025	89,158.74
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$93,851.30</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 2	<u>\$93,851.30</u>
							Department 15 - HAND Totals		Invoice Transactions 4	<u>\$158,149.97</u>
							Fund 4445 - Consolidated TIF Totals		Invoice Transactions 4	<u>\$158,149.97</u>
							Grand Totals		Invoice Transactions 55	<u>\$273,830.41</u>

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REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/20/25	Claims				\$273,830.41
					<u>\$273,830.41</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 \$273,830.41

Dated this 13th day of June year of 2025.

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

Fiscal Office Cheryl Sililand



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 07-03-2025 (\$171,460.50)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 06-21-2025 to 07-03-2025. 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.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 06-21-2025 to 07-03-2025, 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:

A handwritten signature in cursive script that reads "Margie Rice".

70B1F031F43E4C8...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 06/21/25 - 07/03/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 1101 - General											
Department 15 - HAND											
Program 151600 - Title 16											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1W3Q-341W-93T9	15-tape, Post-its, sharpies, Dry Erase labels,	Paid by EFT # 66382		06/24/2025	06/24/2025	07/03/2025		07/03/2025	154.17	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$154.17
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211320625	06-cell phone chgs 05/12/25-06/11/25-Inv. 287297421132X06192025	Paid by Check # 80261		06/25/2025	06/25/2025	06/25/2025		06/25/2025	275.00	
									Account 53210 - Telephone Totals	Invoice Transactions 1	\$275.00
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007135829A	15-BHQA Reg MTG 5-20-25	Paid by EFT # 66454		06/24/2025	06/24/2025	07/03/2025		07/03/2025	44.20	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$44.20
									Program 151600 - Title 16 Totals	Invoice Transactions 3	\$473.37
Program 156000 - Title 6											
Account 53310 - Printing											
501 - Karl Clark (KC Designs)	7056	15-Department Envelopes - QTY 5,000, NOV 2 Part Forms	Paid by EFT # 66428		06/24/2025	06/24/2025	07/03/2025		07/03/2025	900.00	
									Account 53310 - Printing Totals	Invoice Transactions 1	\$900.00
									Program 156000 - Title 6 Totals	Invoice Transactions 1	\$900.00
									Department 15 - HAND Totals	Invoice Transactions 4	\$1,373.37
									Fund 1101 - General Totals	Invoice Transactions 4	\$1,373.37
Fund 2209 - LIT - Economic Development											
Department 15 - HAND											
Program 150000 - Main											
Account 53960 - Grants											
6378 - ANN-KRISS, LLC	EHR-6.16.25	15-EHR-Abbitt-1600 N Willis Dr. #201-storm door, ramp	Paid by EFT # 66385		06/24/2025	06/24/2025	07/03/2025		07/03/2025	870.78	
									Account 53960 - Grants Totals	Invoice Transactions 1	\$870.78
Account 53990 - Other Services and Charges											
8658 - Kleindorfer's Hardware LLC	29565	15-Marking Tape and Yellow Line Marker to use on Rehabs	Paid by EFT # 66488		06/24/2025	06/24/2025	07/03/2025		07/03/2025	20.99	

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/21/25 - 07/03/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9216 - Williams Creek Management Corporation	25238	15-Evergreen Village Lots Maint Lots 2 & 14 - Event 2 of 4	Paid by EFT # 66603		06/24/2025	06/24/2025	07/03/2025		07/03/2025	890.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$910.99
							Program 150000 - Main Totals		Invoice Transactions 3	\$1,781.77
							Department 15 - HAND Totals		Invoice Transactions 3	\$1,781.77
							Fund 2209 - LIT - Economic Development Totals		Invoice Transactions 3	\$1,781.77
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	978	15-Monthly Interior Maint-226 S College Ave - June 2025	Paid by EFT # 66522		06/24/2025	06/24/2025	07/03/2025		07/03/2025	23.25
6688 - SSW Enterprises, LLC (Office Pride)	Inv-267175	15-Janitorial services-489 W 10th St, Trades Garage- May 2025	Paid by EFT # 66564		06/24/2025	06/24/2025	07/03/2025		07/03/2025	1,225.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-267337	15-Deep Clean of Showers West Suite 100	Paid by EFT # 66564		06/24/2025	06/24/2025	07/03/2025		07/03/2025	210.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000680	15-Lawncare for RDC owned Properties for May 2025	Paid by EFT # 66413		06/24/2025	06/24/2025	07/03/2025		07/03/2025	4,830.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-15	04-Trades District Tech Ctr-Bldg Assoc-App #15	Paid by Check # 80280		06/24/2025	06/24/2025	07/03/2025		07/03/2025	648.98
9300 - Huston Electric Holding CORP (Cassady Electric)	W12782	15-Replaced multiple non-functional GFI outlets.-3/5	Paid by EFT # 66472		06/24/2025	06/24/2025	07/03/2025		07/03/2025	846.65
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0060625	15-College Sq-216 S. College-gas bill 05/02/25-06/02/25	Paid by Check # 80276		06/25/2025	06/25/2025	06/25/2025		06/25/2025	98.53

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/21/25 - 07/03/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
13969 - AT&T Mobility II, LLC	2873273216180625	06-Unlim'td LTE Laptp/Hotsp-5/12-6/11/25-287327321618X06192025	Paid by Check # 80262		06/25/2025	06/25/2025	06/25/2025		06/25/2025	29.24
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 8	<u>\$7,911.65</u>
							Program 150000 - Main Totals		Invoice Transactions 8	<u>\$7,911.65</u>
							Department 15 - HAND Totals		Invoice Transactions 8	<u>\$7,911.65</u>
							Fund 2519 - RDC Totals		Invoice Transactions 8	<u>\$7,911.65</u>
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	April & May 2025	15-Housing Fund-410 W. Kirkwood Ave-April/May 2025 bookkeeping	Paid by EFT # 66400		06/24/2025	06/24/2025	07/03/2025		07/03/2025	1,335.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$1,335.00</u>
							Program 150500 - Housing Totals		Invoice Transactions 1	<u>\$1,335.00</u>
							Department 15 - HAND Totals		Invoice Transactions 1	<u>\$1,335.00</u>
							Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals		Invoice Transactions 1	<u>\$1,335.00</u>
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0276525	15-Project Management-Hopewell Sites - May 2025	Paid by EFT # 66482		06/24/2025	06/24/2025	07/03/2025		07/03/2025	110.50
5900 - VET Environmental Engineering, LLC	8504	15-Hopewell Environmental Blocks 4,5,6,7 - soil sampling, HT art	Paid by EFT # 66594		06/24/2025	06/24/2025	07/03/2025		07/03/2025	8,248.19
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$8,358.69</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 2	<u>\$8,358.69</u>

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Board of Redevelopment Commission Claim Register

Invoice Date Range 06/21/25 - 07/03/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
3885 - Building Associates, INC	BLDAS-TECHCTR-15	04-Trades District Tech Center-App 15 (Inv #15068)	Paid by EFT # 66414		06/24/2025	06/24/2025	07/03/2025		07/03/2025	25,031.55
6714 - Dimension Mill, INC	2078	15-2025 Q3 & Q4 Trades District & Tech Center Agreement	Paid by EFT # 66440		06/24/2025	06/24/2025	07/03/2025		07/03/2025	125,000.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-15	04-Trades District Tech Ctr-Bldg Assoc-App #15	Paid by Check # 80280		06/24/2025	06/24/2025	07/03/2025		07/03/2025	668.47
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	\$150,700.02
							Program 159002 - Downtown Area Totals		Invoice Transactions 3	\$150,700.02
							Department 15 - HAND Totals		Invoice Transactions 5	\$159,058.71
							Fund 4445 - Consolidated TIF Totals		Invoice Transactions 5	\$159,058.71
							Grand Totals		Invoice Transactions 21	\$171,460.50

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REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/03/25	Claims				\$171,460.50
					<u>\$171,460.50</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 \$171,460.50

Dated this 27th day of June year of 2025.

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

Fiscal Office Cheryl Milliland



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: June 13, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 05/26/2025 to 06/08/2025. 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 06/13/25 - 06/13/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	06/13/2025	2,790.08		.00	297.61	170.72	39.92	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08		\$0.00	\$297.61	\$170.72	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	06/13/2025	2,105.27		.00	181.72	124.15	29.04	58.92	42.03	140.06	1,529.35
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27		\$0.00	\$181.72	\$124.15	\$29.04	\$58.92	\$42.03	\$140.06	\$1,529.35
2972 Caswell, Tammy M	06/13/2025	2,409.62		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.06
			.00	.00	2,281.64	2,296.64	2,296.64	2,281.64	2,281.64		
		\$2,409.62		\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.06
10000 Collins, Barry 0111	06/13/2025	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	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	06/13/2025	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	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	06/13/2025	2,307.20		.00	235.84	139.09	32.52	66.22	47.24	106.35	1,679.94
			.00	.00	2,207.31	2,243.31	2,243.31	2,207.31	2,207.31		
		\$2,307.20		\$0.00	\$235.84	\$139.09	\$32.52	\$66.22	\$47.24	\$106.35	\$1,679.94
10000 Finley, Christina L 0187	06/13/2025	3,505.96		.00	449.19	197.61	46.21	94.16	67.99	368.95	2,281.85
			.00	.00	3,177.10	3,187.10	3,187.10	3,177.10	3,177.10		
		\$3,505.96		\$0.00	\$449.19	\$197.61	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.85
2393 Hayes, Chastina J	06/13/2025	2,468.16		.00	200.73	145.16	33.95	69.49	40.54	168.05	1,810.24
			.00	.00	2,316.31	2,341.31	2,341.31	2,316.31	2,316.31		
		\$2,468.16		\$0.00	\$200.73	\$145.16	\$33.95	\$69.49	\$40.54	\$168.05	\$1,810.24
3496 Hershman, Felicia J	06/13/2025	2,024.03		.00	156.44	120.73	28.24	58.42	41.67	112.78	1,505.75
			.00	.00	1,947.23	1,947.23	1,947.23	1,947.23	1,947.23		
		\$2,024.03		\$0.00	\$156.44	\$120.73	\$28.24	\$58.42	\$41.67	\$112.78	\$1,505.75
			\$0.00	\$0.00	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/13/25 - 06/13/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	06/13/2025	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	06/13/2025	4,666.01		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.27
			.00	.00	4,429.65	4,429.65	4,429.65	4,429.65	4,429.65		
		\$4,666.01	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	06/13/2025	2,629.10		.00	214.62	163.01	38.12	77.97	55.62	46.60	2,033.16
			.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	\$163.01	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.16
2557 Radewan, Tonda L	06/13/2025	1,737.25		.00	116.02	99.84	23.35	47.16	33.64	126.85	1,290.39
			.00	.00	1,610.40	1,610.40	1,610.40	1,610.40	1,610.40		
		\$1,737.25	\$0.00	\$0.00	\$116.02	\$99.84	\$23.35	\$47.16	\$33.64	\$126.85	\$1,290.39
1378 Sandweiss, Noah S	06/13/2025	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	06/13/2025	2,790.07		.00	317.23	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.29	2,602.29	2,602.29	2,577.29	2,577.29		
		\$2,790.07	\$0.00	\$0.00	\$317.23	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
504 Swinney, Matthew P	06/13/2025	3,597.08		.00	615.37	223.60	52.30	107.75	76.86	44.34	2,476.86
			.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	\$223.60	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.86
3781 Tamewitz, Steven W	06/13/2025	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	06/13/2025	3,597.07		.00	222.64	212.04	49.59	101.45	70.72	184.85	2,755.78
			.00	.00	3,420.22	3,420.22	3,420.22	3,420.22	3,420.22		
		\$3,597.07	\$0.00	\$0.00	\$222.64	\$212.04	\$49.59	\$101.45	\$70.72	\$184.85	\$2,755.78
			\$0.00	\$0.00	\$3,420.22	\$3,420.22	\$3,420.22	\$3,420.22	\$3,420.22		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/13/25 - 06/13/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	06/13/2025	3,919.76		.00	329.26	243.03	56.84	111.59	79.60	249.15	2,850.29
			.00	.00	3,719.76	3,919.76	3,919.76	3,719.76	3,719.76		
		\$3,919.76	\$0.00	\$0.00	\$329.26	\$243.03	\$56.84	\$111.59	\$79.60	\$249.15	\$2,850.29
728 Wright, Edward E	06/13/2025	2,105.27	\$0.00	.00	190.23	118.28	27.67	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27	\$0.00	\$0.00	\$190.23	\$118.28	\$27.67	\$57.24	\$33.39	\$229.70	\$1,448.76
HAND - Housing & Neighborhood Dev		\$55,379.54	\$0.00	\$0.00	\$5,563.99	\$3,303.56	\$772.60	\$1,619.34	\$1,105.38	\$3,292.55	\$39,722.12
			\$0.00	\$0.00	\$52,657.11	\$53,283.11	\$53,283.11	\$52,657.11	\$52,657.11		
Grand Totals		\$55,379.54	\$0.00	\$0.00	\$5,563.99	\$3,303.56	\$772.60	\$1,619.34	\$1,105.38	\$3,292.55	\$39,722.12
			\$0.00	\$0.00	\$52,657.11	\$53,283.11	\$53,283.11	\$52,657.11	\$52,657.11		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/13/2025	Payroll				55,379.54
					<u>55,379.54</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 \$ 55,379.54

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: June 27, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 06/09/2025 to 06/22/2025. 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 06/27/25 - 06/27/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	06/27/2025	2,790.08		.00	297.61	170.71	39.93	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08		\$0.00	\$297.61	\$170.71	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.58
			\$0.00	\$0.00	\$2,653.46	\$2,753.46	\$2,753.46	\$2,653.46	\$2,653.46		
10000 Bixler, Daniel R 2594	06/27/2025	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	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
			\$0.00	\$0.00	\$2,002.35	\$2,002.35	\$2,002.35	\$2,002.35	\$2,002.35		
2972 Caswell, Tammy M	06/27/2025	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	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
			\$0.00	\$0.00	\$2,281.63	\$2,296.63	\$2,296.63	\$2,281.63	\$2,281.63		
10000 Collins, Barry 0111	06/27/2025	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	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
			\$0.00	\$0.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00		
2771 Council, David R	06/27/2025	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	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
			\$0.00	\$0.00	\$2,165.83	\$2,235.83	\$2,235.83	\$2,165.83	\$2,165.83		
3232 Davis, Rebecca D	06/27/2025	2,307.20		.00	235.84	139.09	32.53	66.22	47.24	106.35	1,679.93
			.00	.00	2,207.31	2,243.31	2,243.31	2,207.31	2,207.31		
		\$2,307.20		\$0.00	\$235.84	\$139.09	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.93
			\$0.00	\$0.00	\$2,207.31	\$2,243.31	\$2,243.31	\$2,207.31	\$2,207.31		
10000 Finley, Christina L 0187	06/27/2025	3,505.97		.00	449.19	197.60	46.22	94.16	67.99	368.95	2,281.86
			.00	.00	3,177.11	3,187.11	3,187.11	3,177.11	3,177.11		
		\$3,505.97		\$0.00	\$449.19	\$197.60	\$46.22	\$94.16	\$67.99	\$368.95	\$2,281.86
			\$0.00	\$0.00	\$3,177.11	\$3,187.11	\$3,187.11	\$3,177.11	\$3,177.11		
2393 Hayes, Chastina J	06/27/2025	2,468.16		.00	200.73	145.16	33.95	69.49	40.54	168.05	1,810.24
			.00	.00	2,316.31	2,341.31	2,341.31	2,316.31	2,316.31		
		\$2,468.16		\$0.00	\$200.73	\$145.16	\$33.95	\$69.49	\$40.54	\$168.05	\$1,810.24
			\$0.00	\$0.00	\$2,316.31	\$2,341.31	\$2,341.31	\$2,316.31	\$2,316.31		
3496 Hershman, Felicia J	06/27/2025	2,024.03		.00	156.44	120.73	28.23	58.42	41.67	112.78	1,505.76
			.00	.00	1,947.23	1,947.23	1,947.23	1,947.23	1,947.23		
		\$2,024.03		\$0.00	\$156.44	\$120.73	\$28.23	\$58.42	\$41.67	\$112.78	\$1,505.76
			\$0.00	\$0.00	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/27/25 - 06/27/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	06/27/2025	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	06/27/2025	4,666.00		.00	297.83	274.63	64.23	132.89	94.79	236.36	3,565.27
			.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	\$274.63	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	06/27/2025	2,629.10		.00	214.62	163.00	38.13	77.97	55.62	46.60	2,033.16
			.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	\$38.13	\$77.97	\$55.62	\$46.60	\$2,033.16
2557 Radewan, Tonda L	06/27/2025	1,740.89		.00	116.45	100.07	23.40	47.27	33.72	126.85	1,293.13
			.00	.00	1,614.04	1,614.04	1,614.04	1,614.04	1,614.04		
		\$1,740.89	\$0.00	\$0.00	\$116.45	\$100.07	\$23.40	\$47.27	\$33.72	\$126.85	\$1,293.13
1378 Sandweiss, Noah S	06/27/2025	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	06/27/2025	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	06/27/2025	3,597.08		.00	615.37	223.61	52.29	107.75	76.86	44.34	2,476.86
			.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	\$52.29	\$107.75	\$76.86	\$44.34	\$2,476.86
3781 Tamewitz, Steven W	06/27/2025	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	06/27/2025	3,597.08		.00	222.64	212.06	49.59	101.45	70.72	184.85	2,755.77
			.00	.00	3,420.23	3,420.23	3,420.23	3,420.23	3,420.23		
		\$3,597.08	\$0.00	\$0.00	\$222.64	\$212.06	\$49.59	\$101.45	\$70.72	\$184.85	\$2,755.77
			\$0.00	\$0.00	\$3,420.23	\$3,420.23	\$3,420.23	\$3,420.23	\$3,420.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/27/25 - 06/27/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	06/27/2025	3,919.75		.00	329.25	243.02	56.84	111.59	79.60	249.15	2,850.30
			.00	.00	3,719.75	3,919.75	3,919.75	3,719.75	3,719.75		
		\$3,919.75	\$0.00	\$0.00	\$329.25	\$243.02	\$56.84	\$111.59	\$79.60	\$249.15	\$2,850.30
728 Wright, Edward E	06/27/2025	2,105.27	\$0.00	\$0.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27	\$0.00	\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.76
HAND - Housing & Neighborhood Dev		\$55,383.19	\$0.00	\$0.00	\$5,564.42	\$3,303.77	\$772.66	\$1,619.45	\$1,105.46	\$3,292.55	\$39,724.88
			\$0.00	\$0.00	\$52,660.76	\$53,286.76	\$53,286.76	\$52,660.76	\$52,660.76		
Grand Totals		\$55,383.19	\$0.00	\$0.00	\$5,564.42	\$3,303.77	\$772.66	\$1,619.45	\$1,105.46	\$3,292.55	\$39,724.88
			\$0.00	\$0.00	\$52,660.76	\$53,286.76	\$53,286.76	\$52,660.76	\$52,660.76		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/27/2025	Payroll				55,383.19
					<u>55,383.19</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 \$ 55,383.19

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 _____



CONTRACT COVER MEMORANDUM

TO: Legal Department, Aleksandrina Pratt
FROM: Engineering Department, Roy Aten
DATE: March 25th, 2025
RE: Approve Services Agreement with Keramida for Soil Investigation on the B-Line Extension Project

Contract Recipient/Vendor Name:	Keramida, Inc.
Department Head Initials of Approval:	AC
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Roy Aten
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-233
Due Date For Signature:	3/25/2025
Expiration Date of Contract:	March 31, 2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$5,340.00
Funding Source:	Consolidated TIF Bonds Proceeds, West 17 th Street Area, GL 4445-15-159006-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project is constructing a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17th Street. Additionally, the intersection of Crescent Road and Fountain drive has been realigned. This services agreement with Keramida will provide testing of soils along the B-line Trail section for levels of lead above the IDEM closure limits for a trail facility. Total NTE amount of \$5,340.00. (Consolidated TIF, Est 17th Street Area, 4445-15-159006-53990). *(staff lead Roy Aten)*

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington and Engineering Department, by its Public Works Board (the “City”), and Keramida (“Contractor”), (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. 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.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of March, 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 Five Thousand, three hundred, forty and 00/100 (\$5,340.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Engineering Department, City of Bloomington, 401 North Morton St., 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 Department shall provide all necessary information regarding requirements for the Services. The Department 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 Department's Project Manager designated in the Notices section below shall act on its 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 "B"**. 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 duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents 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 of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising

out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is 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 employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees 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 employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental Contractor 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. **Cost Estimates.** Any estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
13. **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. 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.

- 14. **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.
- 15. **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.
- 16. **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.
- 17. **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.
- 18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 “D”**. Contractor shall maintain on file all sub-contractors’ e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies 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.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO CITY:

TO Contractor:

City of Bloomington	Keramida, Inc
Attn: Roy Aten, Senior Project Manager	Attn: Jim Alvarez
401 North Morton St.	401 North College Ave.
Bloomington, IN 47404	Indianapolis, IN 46202

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

- 25. 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.

- 26. Living Wage Ordinance.** Removed

- 27. 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, 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.

[Signatures are on the following page.]

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


CITY OF BLOOMINGTON

BY:



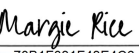
Kyla Cox Deckard, President DATED

Board of Public Works
Signed by: 4/1/2025



Andrew Cibor, Director DATED
E786DBBCC935446...
Engineering Department

Signed by: 4/1/2025



Kerry Thomson, Mayor DATED
70B1F031F43E4C8...
City of Bloomington

Keramida, Inc

BY:



(Name Signed) 3-5-25 DATED

Cheryl Apple
(Name Printed)

VP

(Title)

EXHIBIT "A"

SCOPE OF WORK

The Services shall include the following:

The scope of the Shallow Soil Sampling will include:

Soil Investigation

- KERAMIDA will contact Indiana 811 to mark underground public utilities prior to initiation of field activities.
- KERAMIDA will advance up to 20 HA SBs across the two areas of concern (AOCs). AOC-1 is the Old Salvage Yard, where lead concentrations above the applicable SPLs has been identified, and AOC-2 is the borrow area, west of the Old Salvage Yard. Soil samples will be collected to a depth of 12 inches below ground surface (bgs) on a roughly 50-foot (ft) grid in both AOCs. Using this methodology, 12 soil samples will be collected in AOC-1 and 8 soil samples collected in AOC-2. Sample locations may be modified if soil staining or other environmental impact indicators (anthropogenic debris) are observed.
- KERAMIDA will collect representative soil samples from the HAs to the proposed termination depths at each location. KERAMIDA will also visually inspect the soil for signs of contamination and the lithology will be recorded.
- One (1) composited soil sample will be submitted from each of the 20 locations for laboratory analysis of:
 - o Total lead in accordance with US EPA SW-846 Method 6010 as indicated in Table 1.
- For quality assurance and quality control (QA/QC), two (2) field duplicates will be collected, one (1) from each AOC for total lead analysis.
- The hand auger will be decontaminated between sample locations using distilled water and a mild soap (Liquinox® or similar) mixture, followed by a distilled water rinse. Decontamination water will be contained in a 55-gallon drum, which will be labeled as "Investigation-Derived Decontamination Water" and stored on-site for later off-site disposal.

Soil spoils will be placed back into the boreholes.

Reporting

Upon receipt of the laboratory analytical lead results, KERAMIDA will prepare a report which will summarize the soil sampling activities and include a map of specific sampling locations and the lead laboratory results. KERAMIDA will also provide an estimate of the area(s) and volume of soil that exceeds the applicable SPL and will require removal and off-site disposal.

Waste Disposal Coordination

KERAMIDA will assist with coordinating disposal of the identified lead impacted soil and the drum of decontamination rinseate. KERAMIDA will prepare waste profile documentation required by the selected landfill facility(ies) and coordinate disposal approvals. KERAMIDA will coordinate with the Client and selected disposal facility prior to mobilizing for the above soil sampling. If additional laboratory analysis is required to characterize the soil and/or the decontamination rinseate for disposal, KERAMIDA will collect the samples at the time of the above soil sampling and submit them to the laboratory to complete the characterization analysis. The fees for waste characterization analysis have not been included in the base cost of this proposal.

**Table 1
Proposed City of Bloomington Shallow Soil Sampling Plan**

Boring No.	Location - Rationale	Method	Anticipate d Depth (ft.)	Sample Depth (ft.)	Soil		Groundwater		
					Sampling Rationale	Lab Analyses	Sample Depth (ft.)	Sampling Rationale	Lab Analyses
20 HAS 2 Duplicates	AOC 1 and AOC 2	Hand Auger	≤ 1.0	Continuous	Composite	Total Lead	NA	NA	NA

Footnotes

ft = Feet
 GW = Groundwater
 NA = Not Applicable
 TBD = To Be Determined

Laboratory Analyses

Lead = U.S. EPA SW846 Method 6010

PRT = Post-Run Tubing

EXHIBIT "B"

PROJECT SCHEDULE

REPORTING & SCHEDULE

KERAMIDA can begin the project upon written authorization. KERAMIDA requests the following project information: (i) exact property boundaries of the Site; (ii) any available Site drawings/survey maps, and construction diagrams; and (iii) if available, previous environmental assessments for the Site.

KERAMIDA anticipates that the proposed scope of work will be initiated upon receipt of written authorization. The final report will be submitted to the Client within seven to ten days of receipt of the laboratory analysis. Electronic copies of the reports will be provided; hard copies can also be supplied upon request.

EXHIBIT "C"

IDENTITY OF CONTRACTOR

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Senior Project Manager

Jim Alvarez, LPG

Project Coordinator

Chelsea Conduitt, LPG

Staff Sampler

Brayton Pew

Staff Sampler

Kyle Kramer

Staff Sampler

Brandon Lytle

Please note, any one of the three (3) Staff Samplers listed may conduct the actual field sampling activities. The selection will be dependent upon the availability on the scheduled date(s) of sampling activities.

EXHIBIT "D"
AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says

that: 1. The undersigned is the VP _____ of the Contractor.
(job title)

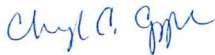
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.

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

Cheryl Apple

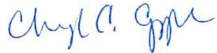
Printed name

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

Cheryl Apple

Printed name

25-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF ADDENDUM #1 TO PROFESSIONAL SERVICE CONTRACT FOR
THE B-LINE TRAIL AND MULTIUSE PATH**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91, the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improvement of the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, Step 7 of the Project in the Form is for environmental remediation (“Services”); and
- WHEREAS, the Board of Public Works considered and approved an agreement with Keramida, Inc. to provide the Services for an amount not to exceed \$5,340.00 (“Agreement”), which is attached to this Resolution as Exhibit A.
- WHEREAS, additional testing, transportation, and disposal of lead-contaminated soil is required; and
- WHEREAS, the Board of Public Works considered and approved Addendum 1 to the Agreement which is attached to this Resolution as Exhibit B; and
- WHEREAS, Addendum 1 expands the scope of the Agreement and increases the contract amount by \$31,775.00, for a total not to exceed amount of \$37,115.00 for the completion of the Services; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit C; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves Addendum 1, attached as Exhibit B, and approves funding in an amount not to exceed Thirty-Seven Thousand and One Hundred and Fifteen Dollars (\$37,115.00) for the environmental remediation services.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds² for right-of-way services and acquisitions, Additional federal funds¹ for construction in the amount of \$2,468,978.96 has been awarded to the project.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018

INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

End Date: September 30th, 2025

Financial Information:

Estimated full cost of project:	\$5,152,862.95 \$5,189,977.95
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$2,891,581.27 ¹
Consolidated TIF	\$2,046,831.68² \$2,083,946.68

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

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$122,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$528,252.89	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$3,114,714.70	Apr 2023 – Sept 2025
6	Construction Engineering	\$297,410.00	Aug 2022 – Dec 2024
7	Environmental Remediation	\$37,115.00	June 2025 – Sept 2025

TIF District: Consolidated TIF (West 17th Street)

- Resolution History:**
- Res. 19-91 – Approval of Project Review Form
 - Res. 19-98 – Approval of Funding for Second Addendum
 - Res. 20-87 – Approval of Funding for Third Addendum
 - Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
 - Res. 22-52 – Approval of Construction Engineering Contract
 - Res. 22-101 – Approval of RR Agreement and PE Mod #5
 - Res. 23-22 – Approval of Tree Clearing Contract
 - Res. 23-50 – Approval of CSX Agreement
 - Res. 24-34 – Approval of Funding for Railroad Flagging
 - Res. 24-44 – Approval of Environmental Services for AECOM
 - Res. 25-50 – Approval of Funding for Sup. #2 Construction Engineering
 - Res. 25-86 – Approval of Funding for Add. #1 Environmental Remediation**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

25-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF CONSTRUCTION AGREEMENT WITH CRIDER & CRIDER FOR
HOPEWELL WEST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including development of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, the next phase for the Project is construction of the infrastructure improvements, including the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street (“Construction Services”); and
- WHEREAS, City staff solicited bids for the Construction Services and, out of three responsive bids received, staff identified Crider & Crider, Inc. (“Crider & Crider”) as the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with Crider & Crider for an amount not to exceed One Million Six Hundred Eighty-Seven Thousand Three Hundred Eighteen Dollars and Eighty-Five Cents (\$1,687,318.85) for the Construction Services (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the Bloomington Board of Public Works reviewed and approved this Agreement on July 1, 2025; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an additional amount not to exceed One Million Six Hundred Eighty-Seven Thousand Three Hundred Eighteen Dollars and Eighty-Five Cents (\$1,687,318.85) to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.
6. City Staff and Legal will authorize the Start Date, in writing, after consultation with the Indiana Department of Environmental Management (IDEM) and if confirmed the Project has been authorized by IDEM as part of the Contamination Plan for the Part 58 Environmental Review of Hopewell West. There shall be no ground disturbance before the Start Date.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CRIDER & CRIDER, INC

FOR

HOPEWELL WEST (S. JACKSON STREET & S. ROGERS STREET)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Crider & Crider, Inc, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane. (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'D'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements. If federal funds are not used, this requirement does not apply.

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$200,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held as set out below.

4.02 Retainage Amount The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 Escrow Agent If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 Board If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from

requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.07 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, the Owner may direct the escrow agent or the Board to retain and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent or the Board shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the Owner or another party under contract with Owner, said funds shall be released to Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR 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 and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. 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.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement (if applicable).
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 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 other scope of work in question, 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 as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and Independent

Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.05.05 After Substantial Completion of the Project and the release of Retainage, and with the prior written approval of CITY, CONTRACTOR may reduce the coverage of Cyber Attack and Cyber Extortion, Network Security Liability, Electronic Media Liability, and Fraudulent Impersonator Coverage.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with Bloomington Municipal Code 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

a.

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 City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by

reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Crider & Crider
Attn: : Zac Rogers	Attn: James Ford
P.O. Box 100 Suite 130	1900 Liberty Drive
Bloomington, Indiana 47404	Bloomington, IN 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

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

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 **Verification of Employees’ Immigration Status**

Contractor 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). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor 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.

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor 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. Contractor shall maintain on file all subcontractors’ certifications throughout the term of this Agreement with the City.

5.19 **Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR’s employee drug testing program.

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

DATE: _____

City of Bloomington

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Title of Contractor Representative

Kerry Thomson, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Hopewell West (S. Jackson Street & S. Rogers Street)

This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.

ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services;
 - OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

_____ Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'D'

"Unit Prices"

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	105-068 45	Construction Engineering	1	LS	\$65,500.00	\$65,500.00
2	109-084 43	Quality Adjustments, Temorary Traffic Control Devices	1	DOL	\$1.00	\$1.00
3	109-113 62	Quality Adjustments, Failure to Maintain Temporary Erosion and Sediment Control Measures	1	DOL	\$1.00	\$1.00
4	110-010 01	Mobilization and Demobilization	1	LS	\$43,350.00	\$43,350.00
5	201-523 70	Clearing of Right of Way	1	LS	\$271,650.00	\$271,650.00
6	202-022 40	Pavement Removal	849	SYS	\$14.50	\$12,310.50
7	203-020 10	Excavation, Rock	91	CYS	\$110.00	\$10,010.00
8	205-121 08	Storm Water Quality Management Budget	1	DOL	\$14,300.00	\$14,300.00
9	205-126 16	Stormwater Mgmt Implementation	1	LS	\$5,250.00	\$5,250.00
10	205-126 18	SWQCP Preparation	1	LS	\$2,900.00	\$2,900.00
11	207-082 64	Subgrade Treatment, Type II	138	SYS	\$22.00	\$3,036.00
12	207-099 35	Subgrade Treatment, Type IC	2397	SYS	\$29.00	\$69,513.00
13	211-092 65	Structure Backfill, Type 2	708	CYS	\$61.00	\$43,188.00
14	214-122 36	Geotextile for Pavement, Type 1A	1041	SYS	\$1.50	\$1,561.50
15	301-122 34	Compacted Aggregate, No. 53	594	CYS	\$67.00	\$39,798.00
16	302-074 55	Dense Graded Subbase	37	CYS	\$85.00	\$3,145.00

17	306-080 34	Milling, Asphalt, 1 1/2 IN	1907	SYS	\$7.25	\$13,825.75
18	401-000 001	QC/QA-HMA, 2, 58S, Surface, 9.5 mm	330	TON	\$146.00	\$48,180.00
19	401-000 037	QC/QA-HMA, 2, 58S, Intermediate, 19.0 mm	259	TON	\$161.00	\$41,699.00
20	401-000 052	QC/QA-HMA, 2, 58S, Base, 19.0 mm	403	TON	\$135.00	\$54,405.00
21	401-102 58	Joint Adhesive, Surface	1028	LFT	\$1.00	\$1,028.00
22	401-102 59	Joint Adhesive, Intermediate	1039	LFT	\$1.00	\$1,039.00
23	402-074 51	HMA Wedge and Level, Type B	105	TON	\$182.00	\$19,110.00
24	406-055 20	Asphalt for Tack Coat	3	TON	\$700.00	\$2,100.00
25	502-064 57	PCCP, 9 IN.	63	SYS	\$110.00	\$6,930.00
26	503-034 89	Retrofitted Tie Bars	50	EACH	\$20.00	\$1,000.00
27	604-100 13	Pavers, Permeable Pavers	965	SFT	\$30.00	\$28,950.00
28	604-047 40	Pavers, Unit Pavers	320	SFT	\$59.00	\$18,880.00
29	604-060 70	Sidewalk, Concrete	892	SYS	\$75.00	\$66,900.00
30	604-080 86	Curb Ramp, Concrete	43	SYS	\$213.00	\$9,159.00
31	604-120 83	Detectable Warning Surfaces	7	SYS	\$416.00	\$2,912.00
32	604-120 82	Detectable Warning Surfaces, Modified	8	SYS	\$725.00	\$5,800.00
33	604-442 51	Steps, Concrete	11	CYS	\$1,150.00	\$12,650.00
34	604-953 44	Handrail, Pedestrian	61	LFT	\$290.00	\$17,690.00
35	605-061 20	Concrete Curb	1083	LFT	\$35.00	\$37,905.00
36	605-061 20	Curb, Concrete, Containment	205	LFT	\$37.00	\$7,585.00
37	605-061 20	Curb, Concrete, Containment, Modified	22	LFT	\$39.00	\$858.00

38	605-062 55	Center Curb, D, Concrete	145	SYS	\$161.00	\$23,345.00
39	610-084 46	PCCP for Approaches, 6 IN	138	SYS	\$95.00	\$13,110.00
40	616-064 05	Riprap, Revetment	127	TON	\$65.00	\$8,255.00
41	616-122 46	Geotextile for Riprap, Type 1A	163	SYS	\$2.50	\$407.50
42	621-065 54	Seed Mixture, Type U, Modified	200	LBS	\$12.50	\$2,500.00
43	621-065 70	Topsoil, Amended Planting Soil	634	CYS	\$96.00	\$60,864.00
44	621-065 75	Sodding, Nursery, Modified	646	SYS	\$14.50	\$9,367.00
45	621-980 38	Mulch, Hardwood Shredded Bark	4	CYS	\$234.00	\$936.00
46	622-056 47	Plant, Deciduous Tree, Multi Stem, Over 1.25 In. to 2.0 In.	1	EACH	\$547.00	\$547.00
47	622-056 50	Plant, Deciduous Tree, Single Stem, Over 2 In. to 2.5 In.	48	EACH	\$755.00	\$36,240.00
48	622-056 51	Plant, Deciduous Tree, Single Stem, Over 2.5 In. to 3.5 In.	19	EACH	\$885.00	\$16,815.00
49	702-510 05	Concrete, A, Substructure	0.4	CYS	\$7,800.00	\$3,120.00
50	702-518 63	Field Drilled Hole In Concrete	22	EACH	\$36.00	\$792.00
51	703-060 28	Reinforcing Bars	38	LBS	\$20.00	\$760.00
52	715-027 44	Gate Valve With Valve Box, 6 IN	5	EACH	\$1,800.00	\$9,000.00
53	715-027 45	Gate Valve With Valve Box, 8 IN	1	EACH	\$2,350.00	\$2,350.00
54	715-045 96	Water Service, Long Side	4	EACH	\$9,000.00	\$36,000.00
55	715-045 96	Water Service, Short Side	1	EACH	\$2,500.00	\$2,500.00
56	715-050 24	Pipe, Type 2, Circular, 36"	219	LFT	\$226.00	\$49,494.00
57	715-050 48	Pipe, Type 4, Circular, 6"	96	LFT	\$23.00	\$2,208.00
58	715-050 53	Pipe, Underdrain Outlet, 6"	29	LFT	\$54.00	\$1,566.00

59	715-051 49	Pipe, Type 2, Circular, 12"	536	LFT	\$97.50	\$52,260.00
60	715-051 52	Pipe, Type 2, Circular, 18"	112	LFT	\$122.00	\$13,664.00
61	715-051 53	Pipe, Type 2, Circular, 21"	63	LFT	\$112.00	\$7,056.00
62	715-054 08	Pipe, Sanitary Sewer, Diameter 8 IN	295	LFT	\$84.00	\$24,780.00
63	715-077 94	Water Main Connections, 8 IN	1	EACH	\$2,350.00	\$2,350.00
64	715-090 64	Video Inspection for Pipe	877	LFT	\$1.50	\$1,315.50
65	715-094 75	Stormwater Quality Structure	1	EACH	\$15,500.00	\$15,500.00
66	715-118 79	Sewer, Sanitary Lateral, Connections	90	LFT	\$162.00	\$14,580.00
67	715-460 15	Pipe End Section, Diameter 21 IN	1	EACH	\$800.00	\$800.00
68	715-939 12	Water Main, 6 IN.	22	LFT	\$102.00	\$2,244.00
69	715-939 13	Water Main, 8 IN.	250	LFT	\$135.00	\$33,750.00
70	718-123 05	Geotextile for Underdrain, Type 1A	67	SYS	\$5.50	\$368.50
71	718-526 10	Aggregate for underdrains	7	CYS	\$92.00	\$644.00
72	720-450 75	Inlet, Type R13	3	EACH	\$3,750.00	\$11,250.00
73	720-454 10	Manhole, Type C4	5	EACH	\$3,800.00	\$19,000.00
74	720-454 11	Manhole, Type C4, Sanitary	3	EACH	\$5,225.00	\$15,675.00
75	720-954 22	Manhole, Type J4	4	EACH	\$5,600.00	\$22,400.00
76	720-969 99	Fire Hydrant Assembly	1	EACH	\$5,700.00	\$5,700.00
77	720-981 74	Inlet, Type B15	9	EACH	\$4,100.00	\$36,900.00
78	720-985 55	Inlet, Type C15	1	EACH	\$4,250.00	\$4,250.00
79	801-043 08	Road Closure Sign Assembly	12	EACH	\$210.00	\$2,520.00

80	801-066 25	Detour Route Sign Assembly	18	EACH	\$90.00	\$1,620.00
81	801-062 07	Temporary Pavement Marking, Removable, 4 IN	5164	LFT	\$1.40	\$7,229.60
82	801-066 40	Construction Sign, A	4	EACH	\$200.00	\$800.00
83	801-066 45	Construction Sign, B	31	EACH	\$100.00	\$3,100.00
84	801-067 75	Maintaining Traffic	1	LS	\$32,478.00	\$32,478.00
85	801-071 18	Barricade, III-A	180	LFT	\$18.00	\$3,240.00
86	801-071 19	Barricade, III-B	72	LFT	\$18.00	\$1,296.00
87	802-057 04	Sign Post, Square, 1, Unreinforced Anchor Base	167	LFT	\$38.00	\$6,346.00
88	802-098 38	Sign, Sheet with Legend, 0.080"	53	SFT	\$52.00	\$2,756.00
89	804-937 21	Rubber Delineator (3 Bolt), TrafficLogix	29	EACH	\$330.00	\$9,570.00
90	805-018 44	Conduit, Steel, Galvanized, 2 IN	50	LFT	\$130.00	\$6,500.00
91	805-049 73	Conduit, Fiber Optic	245	LFT	\$32.00	\$7,840.00
92	805-082 14	Conduit, PVC, 2 IN. Schedule 40	810	LFT	\$22.00	\$17,820.00
93	807-785 90	Handhole, Fiber Optic	2	EACH	\$1,800.00	\$3,600.00
94	808-029 77	Pavement Message Marking, Thermoplastic, Bike Symbol	7	EACH	\$500.00	\$3,500.00
95	808-067 03	Line, Thermoplastic, Solid, White, 4 IN	3174	LFT	\$3.00	\$9,522.00
96	808-099 68	Pavement Marking, Thermoplastic, Green, 24 IN	390	SFT	\$15.00	\$5,850.00
97	808-099 69	Pavement Marking, Multi-Component, Green, 24 IN	140	SFT	\$15.00	\$2,100.00
98	808-100 99	Transverse Marking, Multi-Component, Crosswalk Line, White, 24 IN	68	LFT	\$20.00	\$1,360.00
99	808-114 81	Line, Multi-Component, Dotted, White, 4 IN.	48	LFT	\$10.00	\$480.00
100	808-114 82	Line, Thermoplastic, Dotted, White, 4 IN	221	LFT	\$3.00	\$663.00

101	808-115 48	Line, Multi-Component, Dotted, Yellow, 4 IN	48	LFT	\$10.00	\$480.00
102	808-120 13	Pavement Message Marking, Thermoplastic, Shared Lane	2	EACH	\$7.50	\$15.00
103	808-122 73	Transverse Marking, Thermoplastic, Parking Line, White, 4 IN	74	LFT	\$5.00	\$370.00
104	808-122 74	Transverse Marking, Thermoplastic, Parking Line, Blue, 4 IN	9	LFT	\$10.00	\$90.00
105	808-752 45	Line, Thermoplastic, Solid, Yellow, 4 IN	1125	LFT	\$3.00	\$3,375.00
106	808-752 60	Transverse Marking, Thermoplastic, Crosshatch Line, White 12 IN	10	LFT	\$10.00	\$100.00
107	808-752 97	Transverse Marking, Thermoplastic, Stop Line, White, 24 IN	61	LFT	\$15.00	\$915.00
108	808-753 20	Pavement Message Marking, Thermoplastic, Lane Indication Arrow	15	EACH	\$200.00	\$3,000.00
		Total				\$1,687,318.85

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Jane Kupersmith, Andrew Cibor, Anna Dragovich

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$38,090,712 \$39,778,030.85
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,720,977
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,749,941.83	2018-2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,771,230.23	2020-2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$495,765.20	Apr. 2023 – Nov. 2025
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024

Redevelopment Commission Resolution 25-87

Exhibit B

	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024
7.	Hopewell East	\$18,032,352.94	June 2021 – Dec. 2025
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$162,332.93	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	

	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$797,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420 \$1,687,318.85	2023-24 2023-25
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

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

Resolution History:

2018

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement

2020

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street

2021

- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract

2022

- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsbury
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors

- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with J.S. Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s
Neighborhood Access and Equity Program of the Reconnecting Communities and
Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the
Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of
Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of
Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting

- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1st Street Construction Inspection
- 25-52 Approval Funding for Limestone Blocks at Hopewell East
- 25-54 Amended Preliminary Design Agreement for Hopewell West
- 25-87 **Construction Agreement for Hopewell West**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**25-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF PERMANENT BLANKET STORMWATER EASEMENT
AT TRADES DISTRICT, LOT 2A**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) owns certain real property particularly identified as Lot 2A in the Amendment Final Plat of Trades District Lot 2 which is recorded as Instrument Number 2023002418 on the 8th day of March, 2023, in the Office of the Recorder of Monroe County, Indiana (the “Property”);

WHEREAS, the City of Bloomington Utilities (“CBU”) desires to have a Permanent Blanket Stormwater Easement (“Easement”) on the Property for the purpose of permitting CBU, its employees, agents, assigns, and independent contractors, the right to enter upon the Property for the purpose of installing, inspecting, operating, maintaining, repairing and/or replacing any and all stormwater infrastructure located on the Property at its sole discretion, to charge the cost of such maintenance to the responsible parties, and to assume responsibility for the stormwater infrastructure if CBU, at its sole discretion, deems it necessary;

WHEREAS, the Easement and Right-of-Way on the Property will run with the land;

WHEREAS, the Easement and Right-of-Way contains certain terms and conditions and is located in Attachment 1;

WHEREAS, under Resolution 23-63, the RDV entered into a Memorandum of Understanding (“MOU”) with CBU for installation of green roof stormwater infrastructure which provides for additional conditions and which is attached to the Easement as Exhibit “A”;

WHEREAS, under Resolution 24-05 the RDC approved the execution of a Restrictive Covenant which was recorded as Instrument Number 2025005981 on the 3rd day of June, 2025, in the Office of the Recorder of Monroe County, Indiana;

WHEREAS, said Restrictive Covenant prohibits the use of a Food Service Establishment at the Property;

WHEREAS, the recording of the Easement and Right-of-Way is necessary to further development of the Property; and,

WHEREAS, the Easement and Right-of-Way is in the best interests of the Trades District, economic development, and is for the public good.

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

1. The Redevelopment Commission reaffirms its approval of the Project.
2. The Redevelopment Commission approves of the Permanent Blanket Stormwater Easement as detailed in Attachment 1.
3. The President of the RDC is authorized to execute the Permanent Blanket Stormwater Easement on behalf of the Redevelopment Commission and to take any steps necessary to record the Permanent Blanket Stormwater Easement with the Monroe County Recorder's Office.
4. City Staff is authorized to perform any and all duties to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Attachment 1
Permanent Blanket Stormwater Easement at Trades District, Lot 2A

PERMANENT BLANKET STORMWATER EASEMENT

THIS INDENTURE WITNESSETH, that City of Bloomington Redevelopment Commission, (“GRANTOR”), for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON UTILITIES, (“GRANTEE”), a perpetual blanket easement and right-of-way (“Easement and Right-of-Way”) upon, across, over and under Grantors’ real estate located in Monroe County, Indiana, described in a deed recorded at Instrument Number 2011012088 on the 7th day of September, 2011, in the Office of the Recorder of Monroe County, Indiana and more particularly identified as Lot 2A in the Amendment Final Plat of Trades District Lot 2 which is recorded as Instrument Number 2023002418 on the 8th day of March, 2023, in the Office of the Recorder of Monroe County, Indiana, (the “Property”).

This Easement and Right-of-Way is granted for the purpose of permitting the GRANTEE, its employees, agents, assigns, and independent contractors, the right to enter upon the Property for the purpose of installing, inspecting, operating, maintaining, repairing and/or replacing any and all stormwater infrastructure located on the Property at its sole discretion, to charge the cost of such maintenance to the responsible parties, and to assume responsibility for the stormwater infrastructure if GRANTEE, at its sole discretion, deems it necessary. An entry by GRANTEE, its employees, agents, assigns, and independent contractors upon the Property to effectuate the foregoing purposes shall not be deemed as trespass. GRANTOR intends this Easement and Right-of-Way to run with the land.

Conditions of this Easement and Right-of-Way shall be as follows:

1. GRANTEE shall be permitted access into and through any buildings to access any green roof stormwater infrastructure located on top of any buildings on the Property during GRANTOR’S normal business hours. In all non-emergency conditions, the GRANTEE shall provide 24-hour notice prior to accessing the green roof.
2. Within ten (10) feet of any public storm drainage infrastructure, GRANTOR shall only be permitted to use the surface of the land within the easement for paving, parking, and landscaping, or to change the grade of the land, if plans for such improvements or grading are approved in writing by GRANTEE prior to construction.
3. Excepting the green roof stormwater infrastructure, no utility installations of any kind shall be permitted within ten (10) feet of any stormwater infrastructure without the written authorization and approval of GRANTEE, except those which are included and identified in existing or future construction plans which have been given written approval by GRANTEE.
4. GRANTOR shall not cause, permit or suffer to allow any alterations, whether natural or manmade on the Property that may hinder, impede or impair the flow of stormwater in the drainage facilities or to cause the drainage facilities to no longer function as intended;
5. In accordance with Title 13 of the Bloomington Municipal Code (or any successor code that may replace Title 13) GRANTOR shall be responsible for all maintenance, repairs and replacement of the drainage facilities on the Property.

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON UTILITIES DEPARTMENT AND BLOOMINGTON REDEVELOPMENT COMMISSION FOR GREEN ROOF

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department ("CBU") acting through its Utilities Service Board ("USB"), and the Bloomington Redevelopment Commission ("RDC").

WHEREAS, RDC owns 12-acres of land within Bloomington's Certified Technology Park ("Trades District"), proof of which can be found in a quit claim deed recorded as Instrument Number 20110122088 in the Monroe County Recorder's Office (the "Property"); and

WHEREAS, as part of the redevelopment of the Trades District, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

WHEREAS, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure; and

WHEREAS, CBU and the RDC wish to establish this Memorandum of Understanding identifying the monetary contribution for installation of said infrastructure and also to delineate the ongoing and future operation, maintenance, repair and/or replacement of the green roof storm water infrastructure.

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

1. RDC shall install green roof stormwater infrastructure (the "Infrastructure") on the roof of the Trades District Technology Center.
2. The RDC grants CBU full and continuous access into and onto the Property as necessary to showcase the Infrastructure to stakeholders and other members of the community by taking said interests up to the roof top whenever CBU desires. CBU shall give 24 hours advance notice to The Mill (as RDC property manager) before any such viewings occur.
3. CBU shall make a one-time contribute to RDC in an amount not to exceed \$310,000.00 for the installation of the Infrastructure.
4. RDC shall be responsible for all future maintenance and repairs of the Infrastructure.
5. Should the RDC choose to remove the Infrastructure or permit the Infrastructure to no longer operate as intended, then the RDC agrees to design and submit plans to CBU for alternative stormwater features and install the same in order to replace the lost stormwater detention and treatment qualities provided by the Infrastructure.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD

Meyon Parmenter, VP 8/14/23
Amanda Burnham Date
President

Matt Havey DOA Vic Kelson
Matt Havey DOA Vic Kelson (Aug 17, 2023 14:15 EDT)
Vic Kelson Date
City of Bloomington Utilities Director

BLOOMINGTON REDEVELOPMENT
COMMISSION

[Signature]
Cindy Kimberley Date
President

Attest: Deborah Myerson 8/7/2023
Deborah Myerson Date
Secretary

EXHIBIT C

CONFIRMATION OF LEASE TERM

This Confirmation of Lease Term is entered into as of this 7th day of July, 2025, between The Redevelopment Commission of Bloomington, Indiana, ("Landlord"), and The Regents of the University of California ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease dated May 3, 2025, for the Premises located at 489 West Tenth Street, Units 1 and, Bloomington, Indiana 47404 (the "Lease").

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

1. Lease Term. Landlord and Tenant agree that the Lease Term as defined in the Lease commences on April 1, 2025, (the "Lease Commencement Date") and ends on March 31, 2030 (the "Lease Expiration Date"), unless sooner terminated or extended pursuant to the terms of the Lease.

The parties have caused this Confirmation of Lease Term to be executed as of the date first set forth above.

TENANT:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Printed: _____

Title: _____

Dated: _____

LANDLORD:

THE REDEVELOPMENT COMMISSION OF BLOOMINGTON, INDIANA

By: _____

Printed: Deborah Myerson

Title: RDC President

Dated: July 7, 2025