

**AGENDA**  
**REDEVELOPMENT COMMISSION**

August 18, 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/85948404440?pwd=DJI5Oar9VzVEb4El1gGAmaSnfaYbm2.1>  
Meeting ID 859 4840 4440 Passcode 010274

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** –Executive Summary for August 4, 2025, and minutes for August 4, 2025

**III. EXAMINATION OF CLAIM REGISTERS** – August 15, 2025, for \$2,258,758.76

**IV. EXAMINATION OF PAYROLL REGISTERS** – August 8, 2025, for \$55,091.11

**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 25-102: Agreement with VET Environmental for Environmental Remediation Services at Hopewell.
- B. Resolution 25-103: Approval of Amended Secondary Plat for Hopewell West
- C. Resolution 25-104: Approval to Allow the Director of HAND to Grant Rights of Entry to RDC Properties.
- D. Resolution 25-105: Agreement with Tech Electronics of Indiana, LLC, for an Access Control System

**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](mailto: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](mailto:anna.killionhanson@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

## EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, August 4, 2025, at 3:30 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: Deborah Myerson, Sue Sgambelluri, John West, Laurie McRobbie, and Randy Cassady

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Dana Kerr, Assistant City Attorney, City Legal Department; Jessica McClellan, City Controller; Gary Smith, Reedy Financial; Cole Fosbrink, Reedy Financial; Jane Kupersmith, Director, Economic and Sustainable Development; Scott Chin, Faegre Drinker Biddle & Reath LLP;

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 3:00 p.m.

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Deborah Myerson, President

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John West, Secretary

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Date

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA***  
**met on Monday, August 4, 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=14818>

**I. ROLL CALL**

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

City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Tammy Caswell, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Anna Dragovich, Capital Projects Manager, Economic Sustainability Department (ESD); Jane Kupersmith, Director, ESD; Dana Kerr, Assistant City Attorney, Legal Department; Roy Aten, Sr. Project Manager, Engineering; Jessica McClellan, Controller, Office of the Controller

Others Present: Dave Askins, B Square Bulletin, Cole Fosbrink, Reedy Financial Group, *via Zoom*: Chris Emge, Boris Ladwig

**II. READING OF THE MINUTES:** John West moved to approve the minutes for July 18, 2025, as well as the Executive Session Summary for July 21, 2025. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTERS:** Sue Sgambelluri moved to approve the August 1, 2025 claim register for \$264,787.69. Laurie McRobbie seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS:** Randy Cassady moved to approve the July 25, 2025 payroll register for \$55,558.01. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report:** Anna Killion-Hanson presented her director's report, which was included in the Commission packet. Killion-Hanson was available for questions.

**B. Legal Report:** Dana Kerr presented Resolution 25-91 regarding the Marshall Security contract, which was previously approved at the July 21, 2025, meeting. The contractor requested three modifications to the original agreement, requiring the resolution's return to the Commission for approval. Kerr outlined the requested modifications as follows:

- **Termination Clause** – Addition of a mutual 30-day termination-for-convenience provision for both parties.
- **Cyber Insurance Waiver** – Request to waive the cyber insurance requirement. The contractor does not have access to the City's network, and the total contract amount of \$126,000.00 (approximately \$9,000.00 per month) is below the Legal and Risk Management threshold. He noted that Cyber insurance remains a current requirement for all contractors.

- **Notice Address Clarification** – Revision to clarify the address for delivery of formal contract notices.

Kerr was available for questions.

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

John West moved to approve Resolution 25-91. Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. **Treasurer's Report:** Jessica McClellan introduced Cole Fosbrink with Reedy Financial Group, who provided an overview of the quarter 2 report, of the City's TIF financial plan, which was included in the Commission packet. McClellan and Fosbrink were available for questions.
- D. **Business Development Update:** Jane Kupersmith reported that she is working on the Forge project closeout documents for the EDA grant titled *Safety and Cleanliness*, which has a maximum award of \$5,000.00 and is specifically focused on safety improvements. Upon completion, she will provide a detailed report outlining a proposed budget plan. She noted that the ESD, in partnership with Downtown Bloomington, is developing a Downtown Small Business Action Plan. The plan addresses both the built environment and business behavior, with an emphasis on strategies to attract visitors. A consultant is assisting with this effort.

Kupersmith added that Holly Warren, Assistant Director for the Arts, has been active with the BEAD Subcommittee and Capital Improvement Board on the 1% for the Arts component for the convention center. Plans are also progressing for the Hopewell 1% for the Arts project, which had previously been delayed. Installation is now expected in the fall. Kupersmith was available for questions.

## VI. NEW BUSINESS

- A. **Resolution 25-95: Approval of Addendum No. 1 to the VET Environmental Agreement for 714 S Rogers.** Anna Killion-Hanson presented Resolution 25-95. The addendum includes flood remediation, confirmatory mold sampling, and removal of flood-impacted building materials and debris at the RDC-owned property located at 714 South Rogers Street. In 2024, the building experienced water intrusion that did not fully dry, and additional moisture was present due to a prior roof leak. Although initial remediation was completed, mold growth has since reappeared on some wood materials due to a lapse in time and complications with restoring electrical service. During the demolition phase, power to the building was unexpectedly cut, delaying the ability to run the air handler. Power has now been restored, and the air handler is operational. VET Environmental Engineering, LLC has submitted a proposal to return to the site to perform spot treatment, selective demolition, and continued monitoring of conditions. This work is intended to stabilize the building and proactively address any remaining environmental concerns. Killion-Hanson explained that the goal is to complete this work within the next couple of months. Killion-Hanson was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-95. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 25-96: Approval of Agreement with VET Environmental Regarding SMP Oversight for a Portion of Jackson Creek Construction.** Anna Killion-Hanson presented Resolution 25-96. As part of the environmental review process, City staff aggregated Blocks 4 through 7 into a single review area, which includes a portion of Jackson Street. The RDC previously approved work on the west side of the site. Environmental studies conducted at the Hopewell site revealed the presence of chemicals of concern and elevated levels of arsenic, levels consistent with background concentrations in Bloomington and Southern Indiana. Based on these findings, the Indiana Department of Environmental Management (IDEM) is requiring both a Soil Management Plan and a Contamination Control Plan. Although the Jackson Street section slated for construction is not located near the area where petroleum contamination was found, it is considered an integral component of the overall Hopewell infrastructure. VET Environmental Engineering, LLC developed the required Soil Management Plan and negotiated its approval with IDEM. The company currently provides environmental oversight for the Jackson Street construction project and, given their knowledge of the site, City staff recommends that they continue overseeing excavation activities. Under this Resolution, VET Environmental Engineering, LLC will be responsible for project management, excavation oversight, testing of excavated materials, and regulatory reporting. Excavated soil will be tested to determine if further remediation is necessary. It was noted that the current scope of services does not include contaminated soil disposal, trucking, hauling, associated disposal fees, or reporting related to the disposal process. A separate Resolution may be brought forward in the future to address those items, depending on the results of the soil analysis. The project will proceed in close coordination with the City's Engineering Department. Killion-Hanson was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-96. John West seconded the motion. The motion passed unanimously.

- C. Resolution 25-97: Approval of Agreement with CE Solutions for Structural Condition Assessment and Report.** Anna Killion-Hanson presented Resolution 25-97. She explained that a previous structural assessment of the Hopewell garage was conducted by CE Solutions several years ago; however, no action was taken at that time. Since then, ongoing issues have emerged, including guttering problems and repeated incidents involving unauthorized individuals occupying the structure. Given these developments, staff believes an updated assessment is warranted to ensure that any future repair efforts address current conditions and include a comprehensive scope of work to prevent further degradation of the facility. The immediate focus will be on the guttering system, which requires professional evaluation and repair design. The Resolution seeks approval for CE Solutions to provide updated engineering plans specifically related to the guttering system, in an amount not to exceed \$11,500.00. The plans are expected to be completed by December 31, 2025. Killion-Hanson was available for questions.

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

Randy Cassady moved to approve Resolution 25-97. Laurie McRobbie seconded the motion. The motion passed unanimously.

- D. Resolution 25-98: Approval of Final Expenses for Furniture, Fixtures, and Equipment for the Forge.** Jane Kupersmith presented Resolution 25-98, requesting approval for final payment to Studio Axis for their work on The Forge. Studio Axis conducted a site visit in May to perform a punch walk of the installed furniture, provided guidance on outstanding items, and completed follow-up work related to their scope. This Resolution authorizes an increase to the Furniture, Fixtures, and Equipment (FFE) budget in the amount of \$1,205.75, bringing the total not-to-exceed

amount to \$154,449.56. The final invoice from Studio Axis will be processed through the regular claims process. Kupersmith was available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-98. John West seconded the motion. The motion passed unanimously.

**E. Resolution 25-99: Approval of Amendment to CDBG Agreement for Physical Improvements with Summit Hill Development Corporation.** Matt Swinney presented Resolution 25-99.

Requesting approval to expand the scope of work related to the installation of bike pods and storage in the Crestmont neighborhood as well as installation of ADA compliant sidewalks, and any other work deemed necessary to improve overall accessibility and connectivity in the area. Swinney was available for questions.

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

John West moved to approve Resolution 25-99. Laurie McRobbie seconded the motion. The motion passed unanimously.

**F. Resolution 25-100: Approval of Memorandum of Understanding with Bloomington Board of Public Works and the Red Cross.** Dana Kerr presented Resolution 25-100, addressing the relocation of American Red Cross blood drives previously held in the City Council Chambers. The Red Cross will begin using the second atrium in Showers West for future blood drives. At this time, there is no formal Memorandum of Understanding (MOU) in place. Under the proposed terms, the Red Cross would be responsible for setting up, tearing down, and cleaning the area after each use. The agreement would apply to any RDC-owned property used for these purposes. Public Works will draft the formal agreement, which will outline the terms of use. The Red Cross would receive scheduling priority for the designated rooms. This change also opens opportunities to utilize other available spaces. The Trades District Garage is expected to provide sufficient parking for staff and donors. City staff will coordinate the schedule with the Red Cross and ensure that nearby tenants are notified in advance of upcoming blood drive events. Kerr was available for questions.

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

Randy Cassady moved to approve Resolution 25-100. Laurie McRobbie seconded the motion. The motion passed unanimously.

**G. Resolution 25-101: Approval of Change Order Package 5 for Hopewell East.** Roy Aten presented Resolution 25-101. Under Resolution 23-42, the RDC previously approved an agreement with Milestone Contractors, LP in the amount not to exceed \$13,373,284.90. Additional change orders were approved through Resolutions 23-65, 23-113, 24-35, 24-50, and 24-69, bringing the total contract amount to \$13,917,189.01. Change Order Package 5 includes an additional \$91,489.78 in modifications, bringing the revised not-to-exceed contract total to \$14,008,678.79.

This package will be allocated as follows:

- **RDC portion:** \$51,627.54
- **Parks Department portion:** \$6,814.86

- **2022 Parks GO Bond: \$33,047.38**

The change order also adds six days to the final project completion date. Originally scheduled for December 2, 2024, the new completion date accommodates necessary work, including the extension of a storm sewer pipe, ADA-compliant ramp and sidewalk repairs near Centerstone, and other scope changes. Aten noted that some of the additional work will be funded through the bond, rather than by the RDC. Aten was available for questions.

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

John West moved to approve Resolution 25-101. Sue Sgambelluri seconded the motion. The motion passed unanimously.

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT** John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:03 p.m.

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Deborah Myerson, President

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John West, Secretary

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



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

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

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

p 812.349.3412  
f 812.349.3456  
controller@bloomington.in.gov

## **Claims Register Cover Letter**

To: Redevelopment Commission  
From: Jessica McClellan, Treasurer  
Date: 08-15-2025 (\$2,258,758.76)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 08-02-2025 to 08-15-2025. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller  
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 08-02-2025 to 08-15-2025, 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:

E9A0FAE19B82413...  
Margie Rice, Corporation Counsel

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/15/25	Claims				\$2,258,758.76

\$2,258,758.76

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 \$2,258,758.76

Dated this 8<sup>th</sup> day of Aug year of 2025.

_____	_____	_____
_____	_____	_____

I herby 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 A. Ireland



# Board of Redevelopment Commission Claim

## Register

Invoice Date Range 08/02/25 - 08/15/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>52110 - Office Supplies</b>										
5103 - Staples Contract & Commercial, INC	6036323899	15-Printer toner cartridge for Financial Specialist Printer	Paid by EFT # 67447		08/05/2025	08/05/2025	08/15/2025		08/15/2025	202.16
5103 - Staples Contract & Commercial, INC	6037063004	15-CREDIT-15-Printer toner cartridge for Financial Specialist	Paid by EFT # 67447		08/05/2025	08/05/2025	08/15/2025		08/15/2025	(202.16)
5103 - Staples Contract & Commercial, INC	6037650880	15-Printer toner cartridge for Financial Specialists Printer	Paid by EFT # 67447		08/05/2025	08/05/2025	08/15/2025		08/15/2025	202.16
Account <b>52110 - Office Supplies Totals</b>										
										<u>\$202.16</u>
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	7.16.25	15-Annual CounselorMax License Renewal-C. Toothman	Paid by Check # 80419		08/05/2025	08/05/2025	08/15/2025		08/15/2025	1,200.00
Account <b>53910 - Dues and Subscriptions Totals</b>										
										<u>\$1,200.00</u>
Program <b>151600 - Title 16</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)										
1RLQ-HWVY-P4N7										
15-Pens, expansion folders, index tabs, clipboard folder,										
										<u>28.98</u>
Account <b>52110 - Office Supplies Totals</b>										
										<u>\$28.98</u>
Account <b>52410 - Books</b>										
3560 - First Financial Bank / Credit Cards	102041911	15-2021 International Building Code Reference Book	Paid by Check # 80419		08/05/2025	08/05/2025	08/15/2025		08/15/2025	198.50
Account <b>52410 - Books Totals</b>										
										<u>\$198.50</u>
Program <b>152000 - Historic Preservation</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards										
5QJSHIMA-0001										
15-Virtual Summer Short Course Registration - Commission Members										
										<u>\$227.48</u>
Account <b>52410 - Books Totals</b>										
										<u>\$198.50</u>
Account <b>53160 - Instruction Totals</b>										
										<u>\$195.00</u>
Program <b>152000 - Historic Preservation Totals</b>										
										<u>\$195.00</u>
Department <b>15 - HAND Totals</b>										
										<u>\$1,824.64</u>
Fund <b>1101 - General Totals</b>										
										<u>\$1,824.64</u>



# Board of Redevelopment Commission Claim

## Register

Invoice Date Range 08/02/25 - 08/15/25

Vendor Fund 2402 - ARP COVID Local Fiscal Recovery Invoice No. Invoice Description Status Held Reason Invoice Date Due Date G/L Date Received Date Payment Date Invoice Amount

Department 15 - HAND

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53960 - Grants

686 - Habitat For Humanity of Monroe County INC	OSAGEPL-7.25.25	15-ARPA Funding-Osage Place-Pay Apps 10-12 Goodman Const	Paid by EFT # 67329	08/05/2025	08/05/2025	08/15/2025	08/15/2025	174,137.66
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Account 53960 - Grants Totals  
Program G21005 - ARPA COVID Local Fiscal Recovery Totals  
Department 15 - HAND Totals

Fund 2402 - ARP COVID Local Fiscal Recovery Totals	Invoice Transactions 1	\$174,137.66
	Invoice Transactions 1	\$174,137.66
	Invoice Transactions 1	\$174,137.66
	Invoice Transactions 1	\$174,137.66

Fund 2403 - CDBG

Department 15 - HAND

Program 150000 - Main

Account 53960 - Grants

74 - Life Designs, INC	CDBG-7.1.25	15-Housing Options Flooring Rehab - July 2025	Paid by EFT # 592	08/05/2025	08/05/2025	08/15/2025	08/15/2025	3,022.33
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Account 53960 - Grants Totals	Invoice Transactions 1	\$3,022.33
Program 150000 - Main Totals	Invoice Transactions 1	\$3,022.33
Department 15 - HAND Totals	Invoice Transactions 1	\$3,022.33
Fund 2403 - CDBG Totals	Invoice Transactions 1	\$3,022.33

Fund 2404 - HOME

Department 15 - HAND

Program 150000 - Main

Account 53990 - Other Services and Charges

9768 - KOHR BHA, LPA	HOME-7.7.25	15-HOME Affordable Housing Construction Projects-App #4 BCM, LLC	Paid by EFT # 300	08/05/2025	08/05/2025	08/15/2025	08/15/2025	608,598.75
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Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$608,598.75
Program 150000 - Main Totals	Invoice Transactions 1	\$608,598.75
Department 15 - HAND Totals	Invoice Transactions 1	\$608,598.75
Fund 2404 - HOME Totals	Invoice Transactions 1	\$608,598.75

Fund 2505 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

1618 - Beacon,INC (Shalom)	JH25-7.8.25	15-JHGrant 2025-June 20 - July 3, 2025	Paid by EFT # 67260	08/05/2025	08/05/2025	08/15/2025	08/15/2025	14,014.19
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1618 - Beacon,INC (Shalom)	JH25-7.25.25	15-JHGrant 2025-July 18, 2025 expenses	Paid by EFT # 67260	08/05/2025	08/05/2025	08/15/2025	08/15/2025	6,736.05
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# Board of Redevelopment Commission Claim

## Register

Invoice Date Range 08/02/25 - 08/15/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2505</b> - CC Jack Hopkins NR17-42 (S0011)										
Department <b>05</b> - Common Council										
Program <b>050000</b> - Main										
Account <b>53960</b> - Grants										
15 - Big Brothers Big Sisters of South Central IN	JH25-7.25.25	15-JH25-payroll for 6/1 -6/20/25	Paid by EFT # 67261		08/05/2025	08/05/2025	08/15/2025		08/15/2025	2,059.75
47 - Community Kitchen Of Monroe County, INC	JH25-7.25.25	15-JH25-food items (Mo. Co. Livestock Auction, Gordons)	Paid by EFT # 67286		08/05/2025	08/05/2025	08/15/2025		08/15/2025	8,165.99
8362 - Exodus Refugee Immigration, INC	JH25-7.25.25	15-JH25-rental assistance-1/1-7/24/25	Paid by EFT # 67312		08/05/2025	08/05/2025	08/15/2025		08/15/2025	11,250.00
136 - Girls INC Of Monroe County	JH25-7.25.25	15-JH25-summer camp scholarships	Paid by EFT # 67320		08/05/2025	08/05/2025	08/15/2025		08/15/2025	4,675.00
686 - Habitat For Humanity of Monroe County INC	JH25-7.25.25	15-JH25 Grant - salaries May 18 - July 12, 2025	Paid by EFT # 67329		08/05/2025	08/05/2025	08/15/2025		08/15/2025	11,000.41
174 - Hoosier Hills Food Bank INC	JH25-7.25.25	15-JH2025 Grant-Juice boxes/Spaghetti Sauce for distribution	Paid by EFT # 67340		08/05/2025	08/05/2025	08/15/2025		08/15/2025	24,845.40
5572 - La Central Latina, INC (El Centro Comunal Latino)	JH25-7.25.25	15-JH Grant 2025-copier, education/office supplies, child's books	Paid by EFT # 67364		08/05/2025	08/05/2025	08/15/2025		08/15/2025	1,191.22
175 - Monroe County Humane Association, INC	JH25-7.25.25	15-JH Grant 2025 - meds, supplies, housing-6/13-7/22/25	Paid by EFT # 67391		08/05/2025	08/05/2025	08/15/2025		08/15/2025	6,230.00
1021 - My Sister's Closet Of Monroe County, INC	JH25-7.25.25	15-JH25-payroll for June 13, 2025- July 25, 2025	Paid by EFT # 67398		08/05/2025	08/05/2025	08/15/2025		08/15/2025	2,968.65
2942 - People & Animal Learning Services, INC	10047	15-JH25-adult group Horsemanship lessons - July 3, 8, 10, 2025	Paid by EFT # 67413		08/05/2025	08/05/2025	08/15/2025		08/15/2025	1,200.00
2942 - People & Animal Learning Services, INC	10057	15-JH25-adult group Horsemanship lessons - July 22, 2025	Paid by EFT # 67413		08/05/2025	08/05/2025	08/15/2025		08/15/2025	400.00
7014 - Society of St. Vincent De Paul, Archdiocesan INC.	JH25-7.25.25	15-JH25-utility assistance - 22 clients	Paid by EFT # 67442		08/05/2025	08/05/2025	08/15/2025		08/15/2025	5,055.34
7932 - Tandem Community Birth Center and PostPartum House	JH25-7.25.25	15-JH Grant 25- Postpartum Doula Equity Prog. June 5-July 7, 25	Paid by EFT # 67454		08/05/2025	08/05/2025	08/15/2025		08/15/2025	6,000.00
Account <b>53960</b> - Grants Totals										Invoice Transactions 15
Program <b>050000</b> - Main Totals										Invoice Transactions 15
Department <b>05</b> - Common Council Totals										Invoice Transactions 15
Fund <b>2505</b> - CC Jack Hopkins NR17-42 (S0011) Totals										Invoice Transactions 15

\$105,792.00
\$105,792.00
\$105,792.00
\$105,792.00



# Board of Redevelopment Commission Claim

## Register

Invoice Date Range 08/02/25 - 08/15/25

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

5907 - Natalie R Clark (Belcher Fencing LLC) 639

5907 - Natalie R Clark (Belcher Fencing LLC) 642

5907 - Natalie R Clark (Belcher Fencing LLC) 642

6688 - SSW Enterprises, LLC (Office Pride) Inv-272118

6688 - SSW Enterprises, LLC (Office Pride) Inv-272132

223 - Duke Energy

223 - Duke Energy

2260 - Republic Services, INC

Fund 4445 - Consolidated TIF

Department 15 - HAND

Program 159000 - Admin

Account 53810 - Principal

7255 - BOKE, NA

Account 53820 - Interest

7255 - BOKE, NA

BTONTIRBRE24	06-BTONTIRBRE24 P&I	Paid by EFT #	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	650,000.00
-825	SYP TIF Rev. Ref	67232								
Bonds 2024-Aug 2025										
Account 53810 - Principal Totals Invoice Transactions 1 \$650,000.00										
BTONTIRBRE24	06-BTONTIRBRE24 P&I	Paid by EFT #	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	08/04/2025	645,625.00
-825	SYP TIF Rev. Ref	67232								
Bonds 2024-Aug 2025										
Account 53820 - Interest Totals Invoice Transactions 1 \$645,625.00										
Program 159000 - Admin Totals Invoice Transactions 2 \$1,295,625.00										



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/02/25 - 08/15/25

Vendor	Fund	4445 - Consolidated TIF	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Department 15 - HAND												
Program 159001 - Adams Crossing Area												
Account 53990 - Other Services and Charges												
9720 - Standish Stone LLC			80125C	15 - RES 25-52, Limestone Blocks, Hopewell East			08/05/2025	08/05/2025	08/15/2025		08/15/2025	28,700.00
Paid by EFT # 67446												
5900 - VET Environmental Engineering, LLC			8657	15-Hopewell Environmental Blocks			08/05/2025	08/05/2025	08/15/2025		08/15/2025	2,382.26
Paid by EFT # 67473												
Account 53990 - Other Services and Charges Totals												
Program 159001 - Adams Crossing Area Totals												
												<u>\$31,082.26</u>
												<u>\$31,082.26</u>
Program 159002 - Downtown Area												
Account 53990 - Other Services and Charges												
7509 - Axis Architecture + Interiors, LLC			2024059-001	15-The Forge Furniture Package Design - December 2024			08/05/2025	08/05/2025	08/15/2025		08/15/2025	700.00
Paid by EFT # 67252												
Account 53990 - Other Services and Charges Totals												
Program 159002 - Downtown Area Totals												
												<u>\$700.00</u>
												<u>\$700.00</u>
Program 159006 - West 17th Street Area												
Account 53990 - Other Services and Charges												
204 - State Of Indiana			000087791	07- RES 25-94, 17th Street Multiuse Path (West), CO #4, CO #5			08/05/2025	08/05/2025	08/15/2025		08/15/2025	34,244.16
Paid by EFT # 67448												
Account 53990 - Other Services and Charges Totals												
Program 159006 - West 17th Street Area Totals												
												<u>\$34,244.16</u>
												<u>\$34,244.16</u>
Department 15 - HAND Totals												
												<u>\$1,361,651.42</u>
												<u>\$1,361,651.42</u>
Fund 4445 - Consolidated TIF Totals												
												<u>\$2,258,758.76</u>
												<u>\$2,258,758.76</u>
Grand Totals												



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

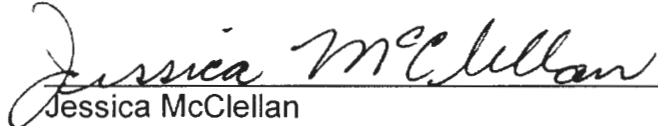
p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** August 8, 2025  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 07/21/2025 to 08/03/2025. 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 08/08/25 - 08/08/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	08/08/2025	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	\$0.00	\$297.61	\$170.72	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	08/08/2025	2,105.27		.00	181.72	124.14	29.04	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.14	\$29.04	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	08/08/2025	2,409.61		.00	262.19	142.39	33.31	68.45	49.06	176.17	1,678.04
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.31	\$68.45	\$49.06	\$176.17	\$1,678.04
10000 Collins, Barry 0111	08/08/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	08/08/2025	2,468.16		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.41
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	08/08/2025	2,307.20		.00	235.84	139.10	32.53	66.22	47.24	106.35	1,679.92
			.00	.00	2,207.31	2,243.31	2,243.31	2,207.31	2,207.31		
		\$2,307.20	\$0.00	\$0.00	\$235.84	\$139.10	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.92
10000 Finley, Christina L 0187	08/08/2025	3,722.92		.00	496.92	211.05	49.36	100.67	72.63	368.95	2,423.34
			.00	.00	3,394.06	3,404.06	3,404.06	3,394.06	3,394.06		
		\$3,722.92	\$0.00	\$0.00	\$496.92	\$211.05	\$49.36	\$100.67	\$72.63	\$368.95	\$2,423.34
2393 Hayes, Chastina J	08/08/2025	1,959.10		.00	139.64	113.60	26.56	54.22	31.63	168.05	1,425.40
			.00	.00	1,807.25	1,832.25	1,832.25	1,807.25	1,807.25		
		\$1,959.10	\$0.00	\$0.00	\$139.64	\$113.60	\$26.56	\$54.22	\$31.63	\$168.05	\$1,425.40
3496 Hershman, Felicia J	08/08/2025	2,024.04		.00	156.44	120.72	28.24	58.42	41.67	112.78	1,505.77
			.00	.00	1,947.24	1,947.24	1,947.24	1,947.24	1,947.24		
		\$2,024.04	\$0.00	\$0.00	\$156.44	\$120.72	\$28.24	\$58.42	\$41.67	\$112.78	\$1,505.77
			\$0.00	\$0.00	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/08/25 - 08/08/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	08/08/2025	3,156.62		.00	324.29	192.78	45.08	77.13	55.02	547.27	1,915.05
			.00	.00	2,609.35	3,109.35	3,109.35	2,609.35	2,609.35		
		\$3,156.62		\$0.00	\$324.29	\$192.78	\$45.08	\$77.13	\$55.02	\$547.27	\$1,915.05
			\$0.00	\$0.00	\$2,609.35	\$3,109.35	\$3,109.35	\$2,609.35	\$2,609.35		
3306 Killion-Hanson, Anna	08/08/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00		\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
			\$0.00	\$0.00	\$4,429.64	\$4,429.64	\$4,429.64	\$4,429.64	\$4,429.64		
1516 Liford, Kenneth T	08/08/2025	2,629.11		.00	214.62	163.01	38.12	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11		\$0.00	\$214.62	\$163.01	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.17
			\$0.00	\$0.00	\$2,599.11	\$2,629.11	\$2,629.11	\$2,599.11	\$2,599.11		
2557 Radewan, Tonda L	08/08/2025	1,740.88		.00	114.65	100.07	23.40	46.82	33.40	141.85	1,280.69
			.00	.00	1,599.03	1,614.03	1,614.03	1,599.03	1,599.03		
		\$1,740.88		\$0.00	\$114.65	\$100.07	\$23.40	\$46.82	\$33.40	\$141.85	\$1,280.69
			\$0.00	\$0.00	\$1,599.03	\$1,614.03	\$1,614.03	\$1,599.03	\$1,599.03		
1378 Sandweiss, Noah S	08/08/2025	3,156.62		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.29
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62		\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.29
			\$0.00	\$0.00	\$3,094.49	\$3,094.49	\$3,094.49	\$3,094.49	\$3,094.49		
10000 Stong, Mary J 0471	08/08/2025	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	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
			\$0.00	\$0.00	\$2,577.30	\$2,602.30	\$2,602.30	\$2,577.30	\$2,577.30		
504 Swinney, Matthew P	08/08/2025	3,597.08		.00	615.37	223.61	52.30	107.75	76.86	44.34	2,476.85
			.00	.00	3,591.54	3,606.54	3,606.54	3,591.54	3,591.54		
		\$3,597.08		\$0.00	\$615.37	\$223.61	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.85
			\$0.00	\$0.00	\$3,591.54	\$3,606.54	\$3,606.54	\$3,591.54	\$3,591.54		
3781 Tamewitz, Steven W	08/08/2025	2,146.24		.00	200.19	133.07	31.12	59.73	42.60	155.39	1,524.14
			.00	.00	1,990.85	2,146.24	2,146.24	1,990.85	1,990.85		
		\$2,146.24		\$0.00	\$200.19	\$133.07	\$31.12	\$59.73	\$42.60	\$155.39	\$1,524.14
			\$0.00	\$0.00	\$1,990.85	\$2,146.24	\$2,146.24	\$1,990.85	\$1,990.85		
2477 Toothman, Cody B	08/08/2025	3,597.08		.00	222.64	212.05	49.59	101.45	70.72	184.85	2,755.78
			.00	.00	3,420.23	3,420.23	3,420.23	3,420.23	3,420.23		
		\$3,597.08		\$0.00	\$222.64	\$212.05	\$49.59	\$101.45	\$70.72	\$184.85	\$2,755.78
			\$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 08/08/25 - 08/08/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	08/08/2025	3,919.75		.00	329.25	243.02	56.83	111.59	79.60	249.15	2,850.31
			.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	\$56.83	\$111.59	\$79.60	\$249.15	\$2,850.31
728 Wright, Edward E	08/08/2025	2,105.27		.00	190.23	118.28	27.66	57.24	33.39	229.70	1,448.77
			.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	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.77
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$55,091.11		\$0.00	\$5,439.05	\$3,285.67	\$768.41	\$1,544.74	\$1,079.80	\$3,862.94	\$39,110.50
			\$0.00	\$0.00	\$51,798.29	\$52,994.68	\$52,994.68	\$51,798.29	\$51,798.29		
Grand Totals		\$55,091.11		\$0.00	\$5,439.05	\$3,285.67	\$768.41	\$1,544.74	\$1,079.80	\$3,862.94	\$39,110.50
			\$0.00	\$0.00	\$51,798.29	\$52,994.68	\$52,994.68	\$51,798.29	\$51,798.29		

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

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

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
8/8/2025	Payroll				55,091.11
					<u>55,091.11</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 **\$ 55,091.11**

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

**25-102  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH VET ENVIRONMENTAL ENGINEERING, LLC FOR  
ENVIRONMENTAL REMEDIATION SERVICES AT HOPEWELL**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the City of Bloomington Redevelopment Commission (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”);
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”);
- WHEREAS, during a 24 CFR Part 58 Environmental Review conducted on behalf of the City of Bloomington by VET Environmental Engineering, LLC (“VET”) and petroleum related contamination was found at the southwest corner of Second Street and Rogers Street;
- WHEREAS, the contamination that was encountered required an Indiana Department of Environmental Management (“IDEM”) approved contamination plan and VET negotiated this plan with IDEM;
- WHEREAS, the RDC desires the services of an environmental consultant to provide contaminated soil remediation (“Services”) as required by the IDEM;
- WHEREAS, technical information that VET has on the project would be lost on a new contractor and it is likely a new contractor would want to gather some information of their own which would add expense and time;
- WHEREAS, City staff have negotiated an agreement with VET for an amount not to exceed One Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars and Twenty-Six Cents (\$152,486.26) for the Services (“Agreement”), which is included with this Resolution as Attachment 1; and,
- WHEREAS, there are sufficient funds in the Consolidated TIF, Fund 4445-15-159001-53990, to pay for the Services pursuant to the terms of the Agreement.

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

1. The RDC finds the Project is an appropriate use of TIF Funds, and that the Project serves the public's best interests.
2. The RDC hereby approves the Agreement, included herewith as Attachment 1 with VET Environmental Engineering, LLC and authorizes the City of Bloomington to expend an amount not to exceed One Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars and Twenty-Six Cents (\$152,486.26) to be payable in accordance with the terms of the Agreement ("Payment").
3. The Payment authorized above may be made from the Consolidated TIF, Fund 4445-15-159001-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.
5. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

## ATTACHMENT “1”

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
AND  
VET ENVIRONMENTAL ENGINEERING, LLC  
FOR  
ENVIRONMENTAL REMEDIATION SERVICES AT HOPEWELL**

**THIS AGREEMENT** (the “Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and VET Environmental Engineering, LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
  - a. **Effective Date.** The RDC Agreement with VET Engineering, LLC for Environmental Remediation RDC may terminate or suspend performance of this Agreement at the RDC’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 RDC and the RDC 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 RDC, as set forth below.
3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars and Twenty-Six Cents (\$152,486.26) Dollars. Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit “A”**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC 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. **Retainage.** [This Section Intentionally Left Blank.]
5. **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 RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC 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.
6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC 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 Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. 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.

**11. Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. 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.

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

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

**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. Cyber Attack and Cyber Extortion.
  - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
  - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
  - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.

- f. Network Security Liability.
  - i. Limit (Annual Aggregate) of \$1,000,000; and
  - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
  - i. Limit (Annual Aggregate) of \$1,000,000; and
  - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
  - i. Limit (Annual Aggregate) of \$250,000; and
  - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and 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 RDC's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the RDC prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the RDC within ten (10) days. Approval of the insurance by the RDC 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 RDC's required proof that the insurance has been procured and is in force and paid for, the RDC 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 RDC 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 RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC 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 RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall sign the contract compliance certificate attached as **Exhibit "B"**.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
23. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

**TO RDC:**

**TO CONTRACTOR:**

Bloomington Redevelopment Commission	VET Environmental Engineering, LLC
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Sara R. Hamidovic President/CEO, Principal Engineer
401 North Morton Street, Suite 130	2335 West Fountain Drive
Bloomington, Indiana 47404	Bloomington, Indiana 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC 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 RDC and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to RDC 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.** Contractor is responsible to determine if they are considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with the City of Bloomington Ordinance 2.28, as that ordinance is written and amended from time to time. If a covered employer, Contractor shall execute the Living Wage Ordinance Affidavit which is attached as **Exhibit “D”**. Contractor shall post the Living Wage Poster provided to Contractor by the City of Bloomington Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

**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, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

*[Signatures on next page.]*

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

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

**VET Environmental Engineering, LLC**  
**BY:**

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

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Printed

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT “A”**

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

See proposal starting on the next page.



## VET ENVIRONMENTAL ENGINEERING, LLC

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2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: [info@vet-env.com](mailto:info@vet-env.com)

August 6, 2025

Ms. Anna Killion-Hanson, Director  
City of Bloomington  
Department of Housing and Neighborhood Development (HAND)  
401 North Morton Street, Suite 230  
Bloomington, Indiana 47404

Dear Ms. Killion-Hanson:

**RE: Proposal for Environmental Services  
Petroleum Impacted Soil Removal  
Hopewell West, Bloomington, Indiana (Site)**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the City of Bloomington Department of Housing and Neighborhood Development (HAND) and the City of Bloomington Redevelopment Commission (RDC). We look forward to continuing to work with you and hope that our proposal will meet your needs and budget. VET will conduct a subsurface petroleum impacted soil removal project in support of the Hopewell Blocks 4-7 (Hopewell West) development. The project area is located at the southwest corner of West 2<sup>nd</sup> Street and North Rogers Street, in Bloomington, Monroe County, Indiana (Site).

The proposed scope of work includes incorporation of all media specific investigations conducted to date to facilitate appropriate petroleum impacted soil excavation, waste disposal activities, waste manifest management and documentation, confirmatory sampling, associated reporting, and ultimately restore the Site to its current condition.

### **Petroleum Impacted Soil Removal and Disposal**

VET will oversee all excavation activities to ensure impacted media are extracted, properly segregated, staged, loaded, and shipped with correct disposal documentation. Prior to commencement of waste removal, all existing topsoil materials will be stripped, field screened, and stockpiled for use in site restoration, if suitable, at the conclusion of the remedial measures. VET will conduct field screening utilizing a photoionization detector (PID) to inform excavation operations throughout the duration of the project on the Site. VET will coordinate and facilitate off-Site transportation and disposal in support of excavation and waste disposal activities of impacted media with transportation subcontractors to Rumpke's Medora Landfill. Excavation of all impacted soil will be completed by VET's subcontractor. For purposes of this proposal, up to 890 cubic yards, or approximately 1,200 tons, of impacted media are projected. VET will oversee transport of impacted soil to the landfill for disposal utilizing tri-axle dump trucks. The excavation area will be surrounded with snow fence and caution tape to prevent unauthorized access.

*"Consulting that makes sense."*

VET will provide a team at the VET office to collect, organize, and digitize manifests and corresponding weight tickets. As trucks enter the Site, each driver will be provided a blank manifest corresponding to the profiled waste stream. Load number, truck number, driver name, trucking company name, date, time in and time out will be recorded on VET's On-Site tracker for each truck entering and exiting the Site. VET will acquire completed manifests from each driver when possible, if they return to the Site. If the driver is unable to return to the Site, VET will contact the trucking company dispatch and/or landfill to acquire manifests and weight tickets. Upon receipt of completed manifests, VET will record that the manifest was received, thus concluding on-Site tracking activities for the load. On-Site waste tracking maintains clear and concise real time tracking and avoids confusion.

### **Confirmation Sampling**

All excavation activities will be followed by confirmation soil sampling in accordance with Indiana Department of Environmental Management (IDEM) requirements. Soil samples collected will be field classified according to the USDA classification system. Field logs will be prepared detailing the presence of fill, soil classification, color (identified with Munsell Chart), moisture, texture, and conditions including the presence of staining, and atypical odors. VET personnel will conduct field screening of media collected to document readings associated with each sample utilizing a PID. Elevated PID readings may indicate presence of impacted soils and will guide selection of the depth interval to be sampled for analytical testing. Soil samples will be submitted for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and Resource Conservation and Recovery Act (RCRA) metals. No characterization sampling will be required for this project as a waste profile for the petroleum impacted media present on the Site is in place with Rumpke's Medora Landfill.

Groundwater sampling will be conducted if groundwater is encountered during excavation activities to determine presence or absence of contamination within the excavation area. Groundwater samples will similarly be submitted for laboratory analysis of VOCs, PAHs, and RCRA Metals. The sample for RCRA Metals will be field filtered to reduce the possibility of false positive results attributable to suspended sediment. Appropriate Quality Assurance/Quality Control (QA/QC) methodologies to include trip blank, duplicate, and MS/MSD samples will be analyzed. All analytical testing will be reported utilizing Level IV QA/QC to ensure fully defensible analytical methodology. All samples will be transported to the Eurofins Laboratory in Tinley Park, Illinois for analysis.

Appropriate QA/QC methodologies to include trip blank, duplicate, and matrix spike/matrix spike duplicate (MS/MSD) samples will be analyzed. All analytical testing will be reported utilizing Level IV QA/QC to ensure fully defensible analytical methodology. All samples will be transported to the Eurofins Laboratory in Tinley Park, Illinois for analysis.

### **Site Restoration**

Following completion of excavation activities and receipt of confirmatory analytical results, the Site will be restored to its current condition. The excavation will be backfilled with soil staged on the Site generated during another project underway at Hopewell West. This material will be analyzed and verified clean prior to use. Topsoil removed from the excavation area and stockpiled on the Site will be final graded in the excavation and operational area. Stockpiles will be surrounded by silt fence to prevent mobilization during rain events, if any. Following final grading disturbed areas will be seeded and straw mulched.

## Waste Disposal Reporting

VET will prepare and deliver a report detailing all pertinent information as it relates to waste disposal and requesting Site closure from IDEM. The spreadsheets that accompany VET's report expand on the On-Site Tracker to include contractor information, driver return time, overall haul time, waste description, landfill, weight ticket number, tons hauled per load, loads per day and corresponding VET invoice number. VET will use this spreadsheet to provide HAND/RDC representatives with interim reports of disposal activities. Completed manifests and corresponding weight tickets will be scanned and saved in chronological order to the project file and will be provided both in hard copy and electronically with the report.

Analytical data tables will be prepared and screened against applicable IDEM Remediation Closure Guide (R2) Screening Levels (SLs) as updated in 2025. Data will be displayed on large scale graphics that will accompany all reporting. In addition to requesting Site closure, VET will respond to IDEM's outstanding comments pertaining to the Site regarding recent soil gas analytical testing. The closure report will explain the relationship between investigations at Hopewell East and the Site to clarify concerns raised by IDEM and demonstrate adequacy of investigations conducted to date.

Estimated Proposal Cost	
Item	Cost
Petroleum Impacted Soil Removal, Reporting, and Site Restoration	<b>\$152,486.26</b>
<i>Consulting services will be billed in accordance with 2025 hourly rates (attached)</i>	

VET will produce the best product we are capable of while striving to be as cost effective for you as possible. Environmental consulting work will be billed in accordance with the attached rate schedule. Thank you again for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please execute below.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM, CPESC  
President/CEO, Principal Engineer

### Proposal Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Petroleum Impacted Soil Remediation  
Hopewell Blocks 4-7 (Hopewell West)  
Bloomington, Indiana**

Waste Disposal Oversight						
Activity	Note	Units	Type		Unit Cost	Total Cost
Project Oversight/Task Project Management	Principal Engineer	55	hours	@	\$159.68	\$8,782.40
	Staff Project	50	hours	@	\$99.20	\$4,960.00
	Environmental Technician	25	hours	@	\$77.43	\$1,935.75
Landfill Disposal - Rumpke Medora Landfill	Soil Disposal (Profile #25-0701-122; Landfill fees; Up to 1,200 tons)	1,200	tons	@	\$32.20	\$38,640.00
Excavation Subcontractor	Excavate Contaminated Soil/Backfill Excavation	1	each	@	\$48,564.50	\$48,564.50
Contaminated Soil Transportation	Tri-Axle Dump Trucks to Rumpke Medora Landfill	160	hours	@	\$155.25	\$24,840.00
Backfill Material	Backfill with soil staged on Hopewell Site (\$287.50/load thereafter)	1,200	tons	@	\$0.00	\$0.00
Field Equipment	Photoionization Detector - Minirae 3000	3	days	@	\$150.00	\$450.00
	GPS	3	days	@	\$150.00	\$450.00
	Field Filter	1	each	@	\$10.00	\$10.00
	Geotech Peristaltic Pump	3	days	@	\$150.00	\$450.00
	Decontamination Kit	3	days	@	\$10.00	\$30.00
	Silt Fence (Soil Stockpiles)	1	each	@	\$287.50	\$287.50
	Tee Posts and Snow Fence (Excavation Security)	1	each	@	\$345.00	\$345.00
	Seed and Straw (Restore Excavation and Operational Area)	1	each	@	\$736.00	\$736.00
	Daily Field Expense	5	days	@	\$100.00	\$500.00
Analytical Testing	VOCs (Soil - 14 Sidewall, 5 Pit Bottom, 2 DUP, 1 MS/MSD)	21	each	@	\$91.43	\$1,919.93
	PAHs (Soil - 14 Sidewall, 5 Pit Bottom, 2 DUP, 1 MS/MSD)	21	each	@	\$94.88	\$1,992.38
	RCRA-8 Metals (Soil - 14 Sidewall, 5 Pit Bottom, 2 DUP, 1 MS/MSD)	21	each	@	\$83.38	\$1,750.88
	VOCs (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)	2	each	@	\$91.43	\$182.86
	PAHs (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)	2	each	@	\$94.88	\$189.76
	RCRA-8 Metals (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)	2	each	@	\$83.38	\$166.76
	Level IV QA/QC Package	3	each	@	86.25	258.75
Reporting	Principal Engineer	18	hours	@	\$159.68	\$2,874.24
	Senior Environmental Scientist	22	hours	@	\$107.66	\$2,368.52
	GIS Technician	12	hours	@	\$77.43	\$929.16
	Environmental Technician	16	hours	@	\$77.43	\$1,238.88
Agency Coordination	Correspondence/Request for Site Closure	1	each	@	\$7,500.00	\$7,500.00
Mileage	Travel to and from Site - one trip per day (two vehicles)	100	each	@	\$0.83	\$83.00
Office Expense	Copies, etc.	5	each	@	\$10.00	\$50.00
Grand Total						\$152,486.26

**EXHIBIT “B”**

**CONTRACT COMPLIANCE REQUIREMENTS**

The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, \_\_\_\_\_ [Contractor], certify that \_\_\_\_\_ [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

\_\_\_\_\_  
Signed/Title

\_\_\_\_\_  
Date

## EXHIBIT "C"

### AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the \_\_\_\_\_ of the Contractor.  
(job title)
2. The Contractor has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

\_\_\_\_\_  
Signature

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

## **EXHIBIT “D”**

### **AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the \_\_\_\_\_ of the Contractor.  
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington RDC Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: \_\_\_\_\_  
\_\_\_\_\_
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:  
\_\_\_\_\_  
\_\_\_\_\_
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at <https://bloomington.in.gov/business/living-wage>.

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

\_\_\_\_\_  
Signature

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

*Updated May 13, 2025*

To: Prospective Bidders/Vendors/Grant recipients

RE: Equal Employment Plan, Living Wage Ordinance, and Drug Testing Policy

FROM: Anna Lamberti Holmes, Assistant City Attorney/Contract Compliance Officer

**EQUAL EMPLOYMENT OPPORTUNITY:**

The City is implementing a temporary contract compliance process that covers specifically what long-standing federal law protects: (1) nondiscrimination of protected classes; (2) anti-harassment; (3) grievance processes for discrimination and harassment; and (4) prohibition of retaliation. The following contract compliance process will be used to satisfy the requirements in BMC §2.23.180 until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit the attached contract compliance certification form prior to submitting a bid or as part of your bid packet by the bid deadline.

The attached contract compliance certification form *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department. The legal department will provide a letter acknowledging receipt of the certification form and providing a date for an annual review of the certification.

**LIVING WAGE:** Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer’s contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer."

**DRUG TEST POLICY:** Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company’s written drug testing plan with your bid. Your plan must comply

with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

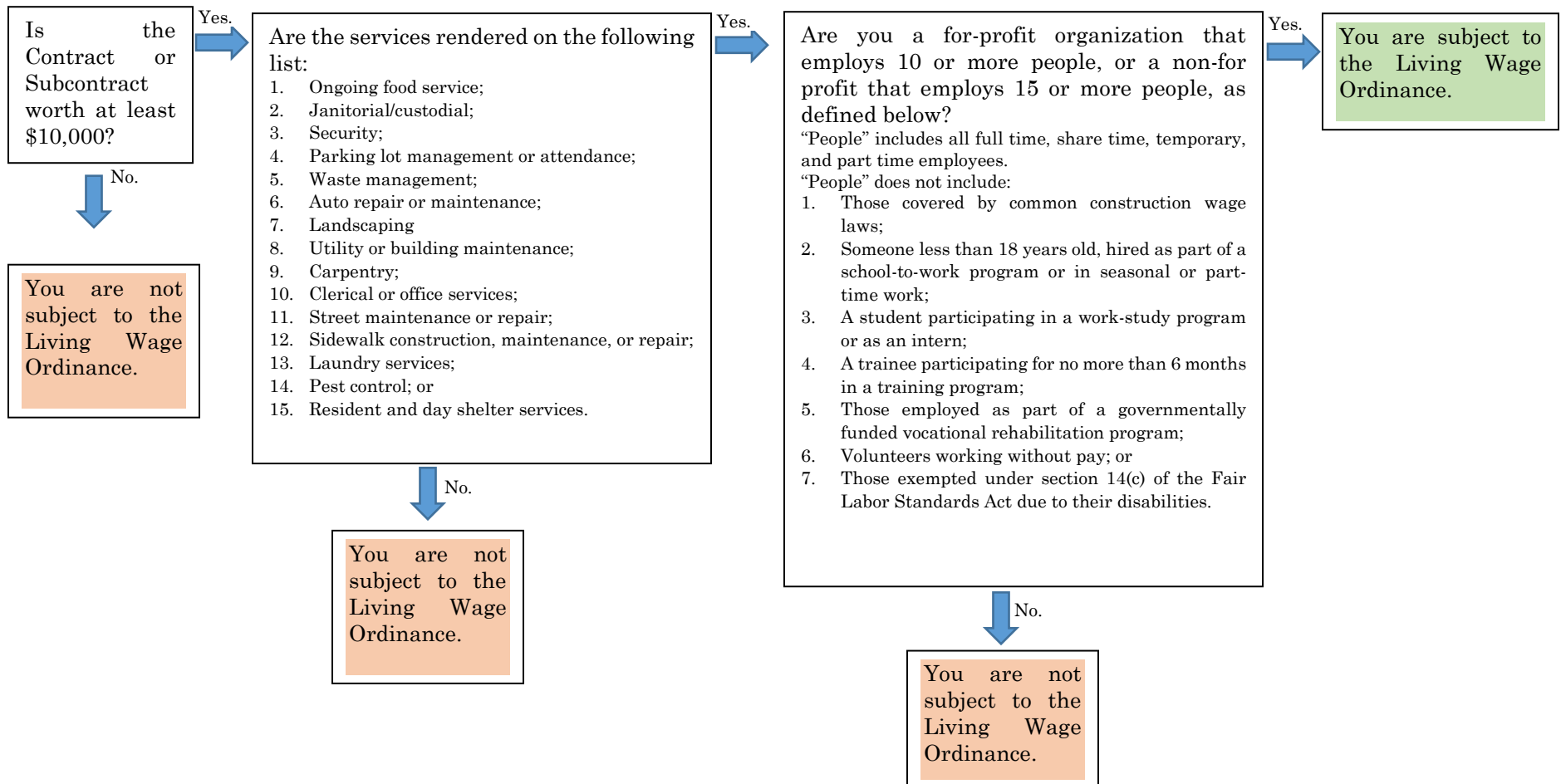
If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at [legal@bloomington.in.gov](mailto:legal@bloomington.in.gov). The office hours are Monday through Friday, 8-5.

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

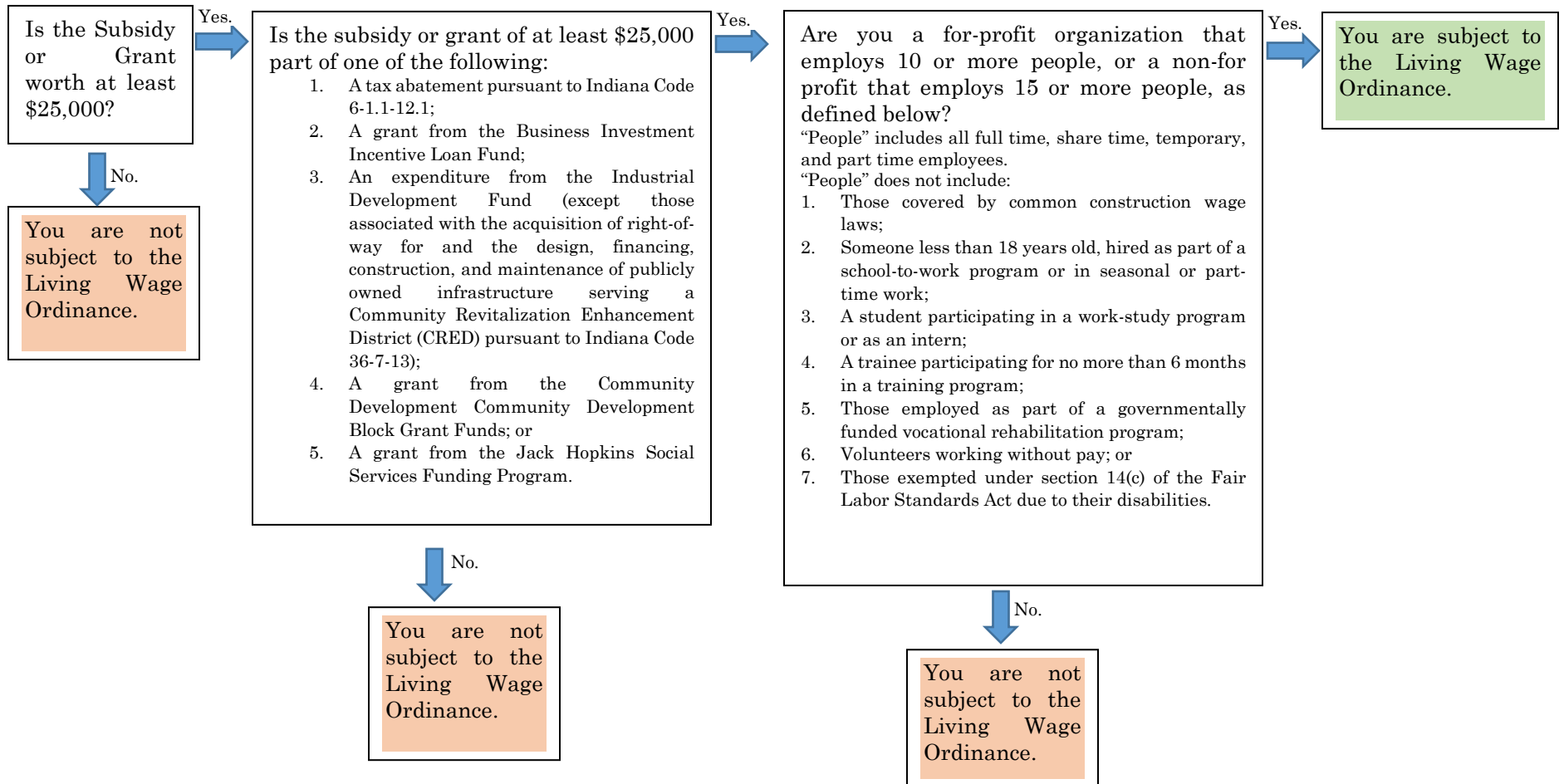
- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

### Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)



## Companies or Organizations that Receive CoB Subsidies or Grants



**25-103**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDED SECONDARY PLAT 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”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements to the Hopewell western parcels (“Hopewell West”), which included the former main building that was IU Health Bloomington Hospital (“Project”); and
- WHEREAS, in Resolution 23-48, the RDC approved a primary plat for Hopewell West; and
- WHEREAS, in Resolution 24-36, the RDC approved a secondary plat for Hopewell West; and
- WHEREAS, the secondary plat does not contain critical information necessary for surveying professionals to find and lay out the lots shown on the secondary plat, which is attached to this Resolution as Exhibit A; and
- WHEREAS, City staff have prepared an amended secondary plat for Hopewell West, which is attached to this Resolution as Exhibit B.
- WHEREAS, the amended secondary plat adds meets and bounds to all lot dimensions and contains two corrected dimensions. The changes between the secondary plat and the amended secondary plat are illustrated in a document, which is attached to this Resolution as Exhibit C; and
- WHEREAS, if approved, the amended secondary plat will be submitted for approval to the Plat Committee of the Bloomington Plan Commission or other designee by the Plan Commission to complete the plat approval process.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.
2. The RDC approves the amended secondary plat for Hopewell West and authorizes its submission for all necessary approvals.
3. The RDC authorizes the RDC President, or any available and duly elected RDC officer, to sign all documents necessary to record the amended secondary plat for Hopewell West.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

# HOPEWELL WEST SUBDIVISION - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA

2024010984 SPL \$38.00  
10/14/2024 11:26:38 2 PGS  
Amy Susin  
Monroe County Recorder IN  
Recorded as Presented

## LEGAL DESCRIPTION

A part of Seminary Lots 37 and 46 and St. Clair's Subdivision of parts of Seminary Lots 37 and 46 in the City of Bloomington, Monroe County, Indiana, and more particularly described by Christopher L. Porter, LS21200022, on May 15, 2023, as part of Bledsoe Riggert Cooper James, Inc. Job Number 11335, as follows:

Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.00 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northeast corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 38 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 162, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision.

## REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The surveyed property was in the name of Bloomington Hospital, Inc. (Deed Book 364, Page 240, Instrument No. 2004018581 and Instrument Number 2010019969) at the time the field work was conducted, and when the legal description and report of survey were written. At the time of certification of this plat, the property is in the name of The City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission (Instrument No. 2024000173).

The field work was performed May, 2023.

## SURVEYS & PLATS OF RECORD:

1. ALTA/NSPS Land Title Survey for Indiana University Health, Inc. by Terry D. Wright, Hamilton Designs Job Number 2018-147, dated May 25, 2018, provided by Indiana University Health, Inc.
2. Plat of Seminary Square and Lots, found in Plat Cabinet B, Envelope 5 in the Monroe County Recorder's office.
3. Plat of St. Claire's Subdivision of Parts of Seminary Lots 37 and 46, found in Plat Cabinet B, Envelope 9 in said Recorder's office.
4. Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

## MONUMENTS FOUND:

300. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
302. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
304. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
308. A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
2821. A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.

2822. A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
2823. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
2834. A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
2835. A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
2836. A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

## DEED ANALYSIS:

No discrepancies were found when comparing the legal descriptions for the western adjoiners with the Bloomington Hospital, Inc. descriptions.

## ESTABLISHMENT OF LINES AND CORNERS:

Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2836 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines: No discrepancies noted.

## EASEMENT DEFINITIONS

**Drainage Easements:** (A) Shall be required for any surface swales or other minor drainage improvements that are intended to serve the lots on which they are located. (B) Shall prohibit any alteration within the easement that would hinder or redirect flow. (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement. (D) Shall be enforceable by the City utilities department and by owners of properties that are adversely affected by conditions within the easement. (E) Shall allow the City utilities department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

**Utility Easements:** (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities. (B) Prohibits the placement of any unauthorized obstruction within the easement area unless authorized by the City utilities department and the easement holder(s).

**Pedestrian Easements:** (A) Grants the general public the right to access the pedestrian easement for purposes of walking, running, bicycling, skating, or using small motorized and non-motorized vehicles approved by the City. (B) Grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area. (C) Prohibits the placement of any obstruction within the pedestrian easement.

DULY ENTERED  
FOR TAXATION

OCT 04 2024

Brian M. Lippert

Auditor Monroe County, Indiana

## OWNER CERTIFICATION

City of Bloomington Redevelopment Commission, Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (19) tracts, numbered 1-19.

Rights-of-way not heretofore dedicated are hereby dedicated to the public. In accordance with this plat and certificate, this plat shall be known as Hopewell West Subdivision.

IN WITNESS WHEREOF, the undersigned Owner set their hand and seal this 15 day of

July, 2024.

*Deborah Hutton*

Deborah Hutton, President Deborah Myerson, Vice-President  
City of Bloomington Redevelopment Commission

## STATE OF INDIANA COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared City of Bloomington Redevelopment Commission, owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 15 day of July, 2024.

*Christina Finley*

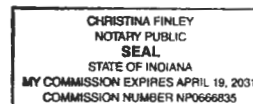
Notary Public (Signature)

*Christina Finley*

Notary Public (Printed Name)

My Commission Expires: 4-19-31

My County of Residence: Monroe



## PLAT COMMISSION AND BOARD OF PUBLIC WORKS

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

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: June 10, 2024

*D. Hutton*

Director of Planning & Transportation Department

## SURVEYOR'S CERTIFICATION

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

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

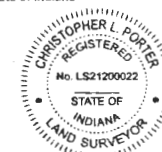
Evidence of easements have not been located in the field and are not shown on this survey drawing.

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

Certified this 10th day of July, 2024.

*Christopher L. Porter*

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



# HOPEWELL WEST SUBDIVISION - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA

2024010884 SPL \$38.00  
10/14/2024 11:26:38 2 PGS  
Rey Sue In  
Monroe County Recorder IN  
Recorded as Presented

**OWNER/DEVELOPER:**  
City of Bloomington Redevelopment  
Commission  
401 North Morton Street, Suite 210  
Bloomington, Indiana 47402  
Phone: 812-349-3420

**RECORD INFORMATION:**  
City of Bloomington Redevelopment  
Commission  
INST# 2024000173  
53-08-05-100-057-000-009,  
53-08-05-100-058-000-009,  
53-08-05-100-059-000-009,  
53-08-05-100-118-000-009,  
53-08-05-100-120-000-009,  
53-08-05-100-127-000-009,  
53-08-05-100-132-000-009,  
53-08-05-115-017-000-009

**ZONING:**  
Subject: MM/TRO  
Adjoints: MM, MI/TRO

**TRANSFORM  
REDEVELOPMENT  
OVERLAY  
(TRO) SETBACKS:**  
FRONT - 0 TO 15 FEET  
SIDE - 0 FEET (5' ABUTTING  
RESIDENTIAL ZONING)  
REAR - 0 FEET (25' ABUTTING  
RESIDENTIAL ZONING)

**FLOOD ZONE:**  
PROPERTY IS LOCATED IN FLOOD  
ZONE "X" (AREA DETERMINED TO BE  
OUTSIDE THE 0.2% ANNUAL CHANCE  
FLOODPLAIN.) PER FEMA FLOOD  
INSURANCE RATE MAP NUMBER  
1805000241D, DATED DECEMBER 17,  
2010.

**NOTES:**  
1. FIELD WORK PERFORMED MAY  
9-12, 2023.  
2. 3/4" INCH REBAR WITH YELLOW  
PLASTIC CAP STAMPED "BRCJ",  
PNC 6892 IN" TO BE SET AT ALL  
LOT CORNERS.  
3. THE BASIS OF BEARINGS ON THIS  
SURVEY IS THE MONROE  
COUNTY ZONE OF THE INDIANA  
GEOSPACIAL COORDINATE  
SYSTEM (INGCS), NAD83 (2011).  
4. ALL LOTS, NUMBERED 1  
THROUGH 18, SHOWN ON THE  
PLAT OF ST. CLAIR'S  
SUB-DIVISION OF PARTS OF  
SEMINARY LOTS 37 AND 46 AND  
AS FOUND IN PLAT CABINET B,  
ENVELOPE 9 IN THE MONROE  
COUNTY RECORDER'S OFFICE  
ARE HEREBY VACATED.  
5. ALL ALLEYS SHOWN ON THE  
PLAT OF ST. CLAIR'S  
SUB-DIVISION OF PARTS OF  
SEMINARY LOTS 37 AND 46 AND  
AS FOUND IN PLAT CABINET B,  
ENVELOPE 9 IN THE MONROE  
COUNTY RECORDER'S OFFICE  
HAVE BEEN VACATED PER  
DOCUMENT NO. 2023012648.

## LEGEND:

- ROAD CENTERLINE
- LINE NOT TO SCALE
- 3/4" REBAR WITH CAP "BRCJ" INC 6892 IN"
- IRON PIPE FOUND AS NOTED
- REBAR FOUND AS NOTED
- RAILROAD SPIKE FOUND AS NOTED
- MAG NAIL FOUND AS NOTED
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- A.G. ABOVE GROUND
- B.G. BELOW GROUND
- FD FOUND
- XXXX ADDRESS

DULY ENTERED  
FOR TAXATION  
OCT 04 2024

Auditor Monroe County, Indiana

Bledsoe Riggert Cooper James  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: cporter@brcjcivil.com  
PLAT DATED: July 10, 2024 JOB # 11335

# HOPEWELL WEST SUBDIVISION, AMENDMENT ONE - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA

**OWNER/DEVELOPER:**  
City of Bloomington Redevelopment Commission  
401 North Morton Street, Suite 210  
Bloomington, Indiana 47402  
Phone: 812-349-3420

Housing Authority of the City of Bloomington  
1007 N. Summit Street  
Bloomington, Indiana 47404  
Phone: 812-339-3491

**RECORD INFORMATION:**  
City of Bloomington Redevelopment Commission  
INST# 2024000173  
Former parcel numbers:  
53-08-05-100-057.000-009,  
53-08-05-100-059.000-009,  
53-08-05-100-119.000-009,  
53-08-05-100-120.000-009,  
53-08-05-100-127.000-009,  
53-08-05-100-133.000-009,  
53-08-05-115-012.000-009

Platted parcel numbers:  
53-08-05-400-058.000-009 (Lot 1)  
53-08-05-400-059.000-009 (Lot 2)  
53-08-05-400-060.000-009 (Lot 3)  
53-08-05-400-061.000-009 (Lot 4)  
53-08-05-400-062.000-009 (Lot 5)  
53-08-05-400-063.000-009 (Lot 6)  
53-08-05-400-064.000-009 (Lot 7)  
53-08-05-400-065.000-009 (Lot 8)  
53-08-05-400-066.000-009 (Lot 9)  
53-08-05-400-067.000-009 (Lot 10)  
53-08-05-400-068.000-009 (Lot 11)  
53-08-05-400-069.000-009 (Lot 12)  
53-08-05-400-070.000-009 (Lot 13)  
53-08-05-400-071.000-009 (Lot 14)  
53-08-05-100-058.000-009 (Lot 15)  
53-08-05-400-072.000-009 (Lot 16)  
53-08-05-400-073.000-009 (Lot 17)  
53-08-05-400-074.000-009 (Lot 18)

Housing Authority of the City of Bloomington  
Inst# 202500000  
53-08-05-400-075.000-009 (Lot 19)

**ZONING:**  
Subject: MM/TRO  
Adjurers: MM, MI/TRO

**TRANSFORM REDEVELOPMENT  
OVERLAY  
(TRO) SETBACKS:**  
FRONT = 5 TO 15 FEET  
SIDE = 0 FEET (5' ABUTTING RESIDENTIAL ZONING)  
REAR = 0 FEET (25' ABUTTING RESIDENTIAL ZONING)

**FLOOD ZONE:**  
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS  
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
CHANCE FLOODPLAIN) PER FEMA FLOOD INSURANCE  
RATE MAP NUMBER 18105C0141D, DATED  
DECEMBER 17, 2010.

- NOTES:**
1. FIELD WORK PERFORMED MAY 3-12, 2023.
  2. 1/2" INCH REBAR WITH YELLOW PLASTIC CAP "BRCJ" INC 6892 IN" TO BE SET AT ALL LOT CORNERS.
  3. THE BASIS OF BEARINGS ON THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPACIAL COORDINATE SYSTEM (INGCS), NAD83 (2011).
  4. ALL LOTS, NUMBERED 1 THROUGH 8, SHOWN ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE ARE HEREBY VACATED.
  5. ALL ALLEYS SHOWN ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE HAVE BEEN VACATED PER DOCUMENT No. 2023012648.

**Bledsoe Riggert Cooper James**  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: cporter@brcjcivil.com  
PLAT DATED: April 23, 2025 JOB # 11335

- LEGEND:**
- ROAD CENTERLINE
  - LINE NOT TO SCALE
  - 1/2" REBAR WITH CAP "BRCJ" INC 6892 IN"
  - IRON PIPE FOUND AS NOTED
  - REBAR FOUND AS NOTED
  - RAILROAD SPIKE FOUND AS NOTED
  - MAG NAIL FOUND AS NOTED
  - R/W RIGHT-OF-WAY
  - C/L CENTERLINE
  - A.G. ABOVE GROUND
  - B.G. BELOW GROUND
  - FD FOUND
  - XXXX ADDRESS

# HOPEWELL WEST SUBDIVISION, AMENDMENT ONE - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA

## LEGAL DESCRIPTION

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Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.00 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northwest corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 18 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 162, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision.

## REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

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- Title documents of record
- Evidence of active lines of occupation
- Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The surveyed property was in the name of Bloomington Hospital, Inc. [Deed Book 364, Page 240, Instrument No. 2004018581 and Instrument Number 2010019969] at the time the field work was conducted, and when the legal description and report of survey were written. At the time of certification of this plat, the property is in the name of The City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission (Instrument No. 2024000173).

The field work was performed May, 2023.

### SURVEYS & PLATS OF RECORD:

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- Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

### MONUMENTS FOUND:

- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
- A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
- A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.
- A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
- A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
- A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
- A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

### DEED ANALYSIS:

No discrepancies were found when comparing the legal descriptions for the western adjoiners with the Bloomington Hospital, Inc. descriptions.

### ESTABLISHMENT OF LINES AND CORNERS:

Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2836 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines: No discrepancies noted.

## EASEMENT DEFINITIONS

**Drainage Easements:** (A) Shall be required for any surface swales or other minor drainage improvements that are intended to serve the lots on which they are located. (B) Shall prohibit any alteration within the easement that would hinder or redirect flow. (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement. (D) Shall be enforceable by the City utilities department and by owners of properties that are adversely affected by conditions within the easement. (E) Shall allow the City utilities department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

**Utility Easements:** (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities. (B) Prohibits the placement of any unauthorized obstruction within the easement area unless authorized by the City utilities department and the easement holder(s).

**Pedestrian Easements:** (A) Grants the general public the right to access the pedestrian easement for purposes of walking, running, bicycling, skating, or using small motorized and non-motorized vehicles approved by the City. (B) Grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area. (C) Prohibits the placement of any obstruction within the pedestrian easement.

## SURVEYOR'S CERTIFICATION

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

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

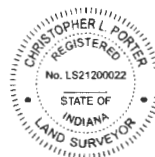
Evidence of easements have not been located in the field and are not shown on this survey drawing.

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

Certified this 9th day of August, 2024.

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

REVISED 4/1/2025:  
ADDED DIMENSIONS,  
ADDED UPDATED PARCEL INFORMATION,  
ADDED CORNER MONUMENTATION FOR LOT 19,  
ADDED OWNER INFORMATION FOR LOT 19  
REVISED 4/23/2025:  
ADDED "AMENDMENT ONE"



## OWNER CERTIFICATION

City of Bloomington Redevelopment Commission, Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (19) tracts, numbered 1-19.

Rights-of-way not heretofore dedicated are hereby dedicated to the public. In accordance with this plat and certificate, this plat shall be known as Hopewell West Subdivision, Amendment One.

IN WITNESS WHEREOF, the undersigned Owners set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Deborah Hutton, President  
City of Bloomington Redevelopment Commission

### STATE OF INDIANA COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared the City of Bloomington Redevelopment Commission, Owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed Name)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

The Housing Authority of the City of Bloomington, Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (19) tracts, numbered 1-19.

Rights-of-way not heretofore dedicated are hereby dedicated to the public. In accordance with this plat and certificate, this plat shall be known as Hopewell West Subdivision, Amendment One.

IN WITNESS WHEREOF, the undersigned Owners set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_, Representative  
The Housing Authority of the City of Bloomington

### STATE OF INDIANA COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared the Housing Authority of the City of Bloomington, Owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Printed Name)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

### PLAN COMMISSION AND BOARD OF PUBLIC WORKS

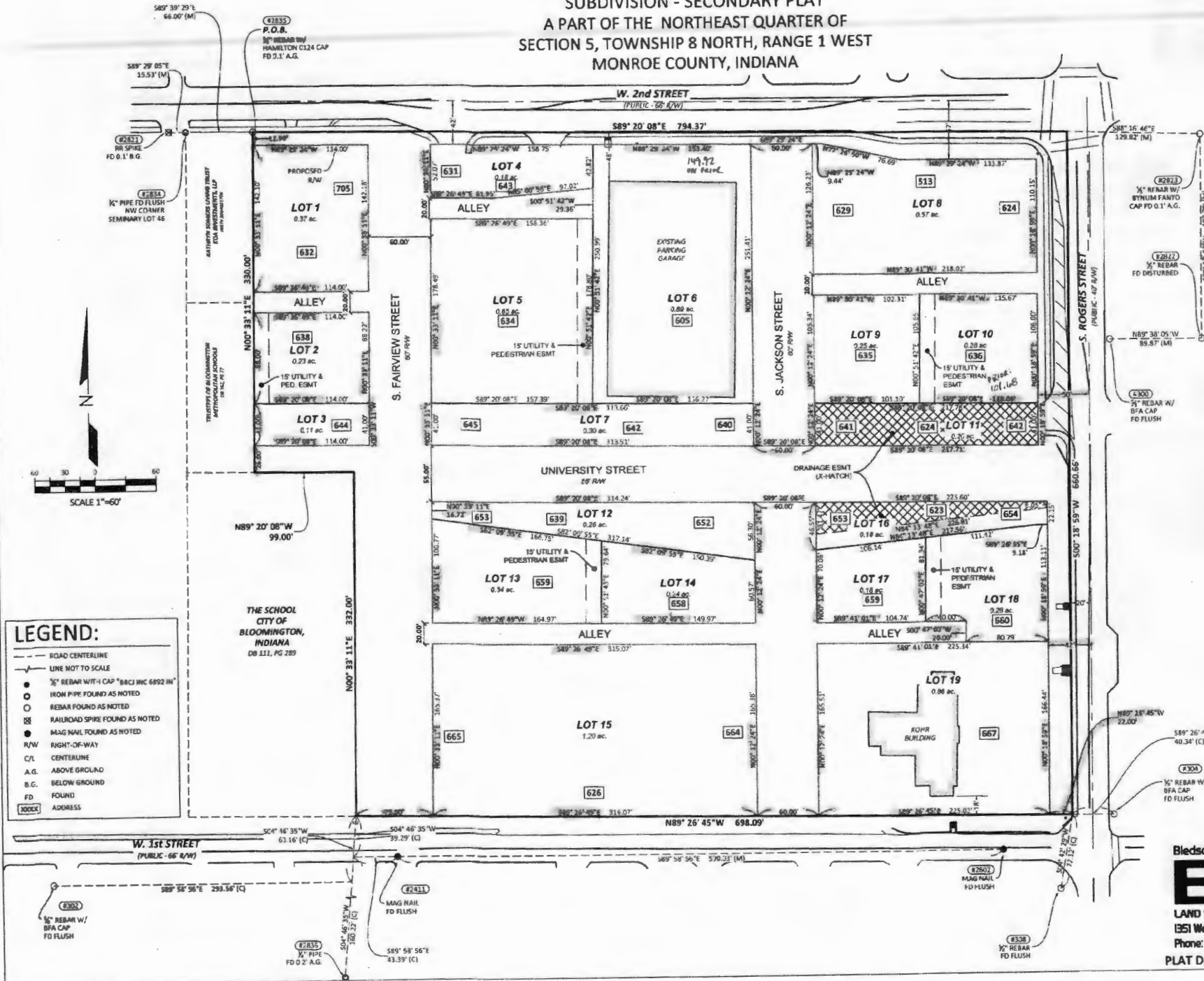
Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: \_\_\_\_\_, 2025.

\_\_\_\_\_  
Director of Planning & Transportation Department

**Bledsoe Riggert Cooper James**  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: cporter@brcjcivil.com  
PLAT DATED: April 23, 2025 JOB # 11335

# HOPEWELL WEST SUBDIVISION - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



**LEGEND:**

- ROAD CENTERLINE
- LINE NOT TO SCALE
- 3/4" REBAR WITH CAP "BRCJ" INC 6892 IN"
- IRON PIPE FOUND AS NOTED
- REBAR FOUND AS NOTED
- RAILROAD SPIRE FOUND AS NOTED
- MAG NAIL FOUND AS NOTED
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- A.G. ABOVE GROUND
- B.G. BELOW GROUND
- FD FOUND
- XXXX ADDRESS

**OWNER/DEVELOPER:**  
City of Bloomington Redevelopment Commission  
401 North Morton Street, Suite 210  
Bloomington, Indiana 47402  
Phone: 812-343-3420

**RECORD INFORMATION:**  
City of Bloomington Redevelopment Commission  
INS: 2024000173  
53-06-05-100-057-000-C09,  
53-06-05-100-058-000-C09,  
53-06-05-100-059-000-C09,  
53-06-05-100-119-000-C09,  
53-06-05-100-120-000-C09,  
53-06-05-100-121-000-C09,  
53-06-05-100-122-000-C09,  
53-06-05-100-123-000-C09

**ZONING:**  
Subject: MM/TRO  
Adjoiners: MM, M1/TRO

**TRANSFORM REDEVELOPMENT OVERLAY (TRO) SETBACKS:**  
FRONT = 0 TO 15 FEET  
SIDE = 0 FEET (5' ABUTTING RESIDENTIAL ZONING)  
REAR = 0 FEET (25' ABUTTING RESIDENTIAL ZONING)

**FLOOD ZONE:**  
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 28125C012410, DATED DECEMBER 17, 2010.

- NOTES:**
1. FIELD WORK PERFORMED MAY 3-12, 2023.
  2. 3/4" INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "BRCJ, INC 6892 IN" TO BE SET AT ALL LOT CORNERS.
  3. THE BASIS OF BEARINGS ON THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPATIAL COORDINATE SYSTEM (IGCS), NAD83 (2011).
  4. ALL LOTS, NUMBERED 1 THROUGH 8, SHOWN ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE ARE HEREBY VACATED.
  5. ALL ALLEYS SHOWN ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE HAVE BEEN VACATED PER DOCUMENT NO. 2023012648.

**Bledsoe Riggert Cooper James**  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: cporter@brcjcivil.com  
PLAT DATED: January 14, 2025 JOB # 11335

**HOPEWELL WEST  
SUBDIVISION - SECONDARY PLAT  
A PART OF THE NORTHEAST QUARTER OF  
SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST  
MONROE COUNTY, INDIANA**

**LEGAL DESCRIPTION**

A part of Seminary Lots 37 and 46 and St. Clair's Subdivision of parts of Seminary Lots 37 and 46 in the City of Bloomington, Monroe County, Indiana, and more particularly described by Christopher L. Porter, LS21200022, on May 15, 2023, as part of Bledsoe Riggert Cooper James, Inc. Job Number 11335, as follows:

Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.30 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northeast corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 18 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 152, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision.

**REPORT OF SURVEY**

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The surveyed property was in the name of Bloomington Hospital, Inc. (Deed Book 364, Page 240, Instrument No. 2004018581 and instrument Number 2010019969) at the time the field work was conducted, and when the legal description and report of survey were written. At the time of certification of this plat, the property is in the name of The City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission (Instrument No. 2024000173).

The field work was performed May, 2023.

**SURVEYS & PLATS OF RECORD:**

1. ALTA/NSPS Land Title Survey for Indiana University Health, Inc. by Terry D. Wright, Hamilton Designs Job Number 2018-147, dated May 25, 2018, provided by Indiana University Health, Inc.
2. Plat of Seminary Square and Lots, found in Plat Cabinet B, Envelope 5 in the Monroe County Recorder's office.
3. Plat of St. Clair's Subdivision of Parts of Seminary Lots 37 and 46, found in Plat Cabinet B, Envelope 9 in said Recorder's office.
4. Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

**MONUMENTS FOUND:**

300. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
302. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
304. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
306. A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
2821. A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.

2822. A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
2823. A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
2834. A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
2835. A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
2836. A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

**DEED ANALYSIS:**

No discrepancies were found when comparing the legal descriptions for the western adjoiners with the Bloomington Hospital, Inc. descriptions.

**ESTABLISHMENT OF LINES AND CORNERS:**

Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2835 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines: No discrepancies noted.

**EASEMENT DEFINITIONS**

**Drainage Easements:** (A) Shall be required for any surface swales or other minor drainage improvements that are intended to serve the lots on which they are located. (B) Shall prohibit any alteration within the easement that would hinder or redirect flow. (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement. (D) Shall be enforceable by the City utilities department and by owners of properties that are adversely affected by conditions within the easement. (E) Shall allow the City utilities department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

**Utility Easements:** (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities. (B) Prohibits the placement of any unauthorized obstruction within the easement area unless authorized by the City utilities department and the easement holder(s).

**Pedestrian Easements:** (A) Grants the general public the right to access the pedestrian easement for purposes of walking, running, bicycling, skating, or using small motorized and non-motorized vehicles approved by the City. (B) Grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area. (C) Prohibits the placement of any obstruction within the pedestrian easement.

**OWNER CERTIFICATION**

City of Bloomington Redevelopment Commission, Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (19) tracts, numbered 1-19.

Rights-of-way not heretofore dedicated are hereby dedicated to the public. In accordance with this plat and certificate, this plat shall be known as Hopewell West Subdivision.

IN WITNESS WHEREOF, the undersigned Owner set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Deborah Hutton, President  
City of Bloomington Redevelopment Commission

**STATE OF INDIANA COUNTY OF MONROE**

Before me, a Notary Public in and for said County and State, personally appeared City of Bloomington Redevelopment Commission, owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

**PLAN COMMISSION AND BOARD OF PUBLIC WORKS**

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

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: \_\_\_\_\_, 2024

Director of Planning & Transportation Department

**SURVEYOR'S CERTIFICATION**

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

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

Evidence of easements have not been located in the field and are not shown on this survey drawing.

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

Certified this 9th day of August, 2024.

REVISED 5/14/2023 DATED CHANGES

*Christopher L. Porter*

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



**Bledsoe Riggert Cooper James**  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 Email: cporter@brcjcivil.com  
PLAT DATED: January 14, 2025 JOB # 11335

**25-104**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL TO ALLOW THE DIRECTOR OF**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT TO GRANT**  
**RIGHTS OF ENTRY TO REDEVELOPMENT COMMISSION PROPERTIES**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the City of Bloomington Redevelopment Commission (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”);

WHEREAS, the RDC was created for the development and redevelopment of economic development areas that would benefit public welfare, benefit the public health, safety, morals, and welfare, increase the economic well-being of the City of Bloomington and the state, and serve to protect and increase property values in the unit and the state;

WHEREAS, pursuant to powers granted in Indiana Code 36-7-14, the RDC has acquired real estate, some parcels containing structures;

WHEREAS, it is often necessary for persons and entities to enter upon or into RDC real estate and RDC structures;

WHEREAS, pursuant to Bloomington Municipal Code 2.18.000, the RDC controls the Housing and Neighborhood Development (“HAND”), which administers the day-to-day operations of the RDC; and,

WHEREAS, the RDC believes that the HAND Director is qualified to grant rights of entry to RDC real estate and structures.

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

1. The RDC hereby bestows upon the Director of HAND the power to grant rights of entry to RDC real estate and structures.
2. The director shall report to the RDC at regularly scheduled meetings those rights of entry granted.
3. This resolution does not authorize any funding.

4. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

---

Date

**25-105  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH TECH ELECTRONICS OF INDIANA, LLC FOR  
AN ACCESS CONTROL SYSTEM**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, “The Forge” in the Trades District (“Project”);
- WHEREAS, in Resolution 23-72 the RDC accepted the bid package from Building Associates;
- WHEREAS, said bid package included a budget of \$150,000.00 of Furniture, Fixtures, and Equipment (FFE) from an as-yet-to-be-identified vendor;
- WHEREAS, in Resolution 24-84, the RDC approved an agreement with Tech Electronics of Indiana, LLC, (“Tech Electronics”) to install and set up access control and video monitoring hardware for The Forge;
- WHEREAS, it has been determined that additional work is needed for Tech Electronics to complete work for security and badge access (“Services”), and Tech Electronics has submitted an estimate for said work in the amount of Thirteen Thousand Four Hundred Thirty-Seven Dollars (\$13,437.00);
- WHEREAS, in Resolution 25-72, the RDC increased the FFE budget to \$153,243.81, which included the value of the estimate noted above;
- WHEREAS, in Resolution 25-98, the RDC increased the FFE budget to \$154,449.56;
- WHEREAS, City staff have negotiated an agreement with Tech Electronics for an amount not to exceed Thirteen Thousand Four Hundred Thirty-Seven Dollars (\$13,437.00) for the Services (“Agreement”), which is included with this Resolution as Attachment 1; and,
- WHEREAS, there are sufficient funds in the Consolidated TIF, Fund 2519-15-150000-53990, to pay for the Services pursuant to the terms of the Agreement.

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

1. The RDC finds the Project is an appropriate use of TIF Funds, and that the Project serves the public’s best interests.

2. The RDC hereby approves the Agreement, included herewith as Attachment 1 with Tech Electronics of Indiana, LLC and authorizes the City of Bloomington to expend an amount not to exceed Thirteen Thousand Four Hundred Thirty-Seven Dollars (\$13,437.00) to be payable in accordance with the terms of the Agreement (“Payment”).
3. The Payment authorized above may be made from the Consolidated TIF, Fund 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.
5. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

**Attachment “1”**

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION  
AND  
TECH ELECTRONICS OF INDIANA, LLC  
FOR  
LENEL ONGUARD 64ADV ACCESS CONTROL SYSTEM**

**THIS AGREEMENT** (the “Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Tech Electronics of Indiana, LLC (“Contractor”) (collectively the “Parties”).

- 1. Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
- 2. Effective Date, Term and Termination.**
  - a. Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
  - b. Term.** This Agreement shall commence on the effective date and expire on the 31<sup>st</sup> day of December, 2025.
  - 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 RDC may terminate or suspend performance of this Agreement at the RDC’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 RDC and the RDC 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 RDC, as set forth below.
- 3. Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Thirteen Thousand Four Hundred Thirty-Seven Dollars (\$13,437.00) for the Lenel OnGuard 64ADV Access

Control System. Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC 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. **Retainage.** [This Section Intentionally Left Blank]
5. **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 RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC 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.
6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC 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 Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC reserves the right to request that acceptable replacement sub-contractors be assigned to the project.

**10. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. 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.

**11. Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. 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.

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

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

**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. Cyber Attack and Cyber Extortion.
  - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
  - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
  - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
  - i. Limit (Annual Aggregate) of \$1,000,000; and
  - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
  - i. Limit (Annual Aggregate) of \$1,000,000; and
  - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
  - i. Limit (Annual Aggregate) of \$250,000; and
  - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and 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 RDC's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the RDC prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the RDC within ten (10) days. Approval of the insurance by the RDC 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 RDC's required proof that the insurance has been procured and is in force and paid for, the RDC 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 RDC 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 RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC 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 RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall sign the contract compliance certificate attached as **Exhibit "B"**.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign the e-verify affidavit which is attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

**23. Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

**TO RDC:**

**TO CONTRACTOR:**

Bloomington Redevelopment Commission	Tech Electronics of Indiana, LLC
Attn: Director of the Department of Housing and Neighborhood Development	Attn: CEO or President
401 North Morton Street, Suite 130	2701 Fortune Circle East Ste. B
Bloomington, Indiana 47404	Indianapolis, Indiana 46241

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC 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 RDC and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to RDC 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.** [This Section Intentionally Left Blank].

**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, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.

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

*[Signatures are on the following page.]*

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

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

ATTEST:

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

\_\_\_\_\_  
Date

**Tech Electronics of Indiana, LLC**  
**BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

## **EXHIBIT “A”**

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

See the following two proposals.



Price Valid Thru : 07/25/25

## SUBMISSION

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Date: 7/11/2025

0171877-01B

The Power of Connection and Protection®

Haley Pritchett  
City of Bloomington - Indiana  
617 N. Madison St.  
Bloomington, IN 47404

Project: City of Bloomington - Indiana  
The Forge - Access Control Expansion

email: haley@dimensionmill.org

**Tech Electronics of Indiana, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:**

### **The Objective:**

To improve facility security, Tech will install/expand the electronic access control, system.

#### NOTES:

- Due to the current business environment where material costs increase daily beyond our control, prices quoted herein are only valid for 14 days from the date on this Submission.

### **Access Control System**

Lenel OnGuard 64ADV Access Control System

### **QuantityDescription**

- 9 Request to Exit Motion Detector; Light Grey
- 9 180 Series 3/4" Steel Door Recessed Switch Set, Standard Gap, 10W, 200VDC, 0.40 Amp, Closed Loop, N/O, A, & U.L. 10C Fire Rated, White
- 1 Electric Strike, Slim Line, 1/2 Surface Mount
- 1 5200C Electric Strike Kit, 12VAC/DC 24VAC/DC Selectable, Fail Secure/Safe Selectable, Includes 501, 501A Faceplates, Satin Stainless Steel
- 1 Relocate ACP Assembly
- 1 Relocate ACS Equipment for One Door
- 2 Composite Card Access Cable

### **Scope of Work by Tech Electronics:**

Please see last page of this submission for customer acceptance.

**Tech Electronics of Indiana, LLC**

2701 Fortune Circle EastSte. B, Indianapolis, IN 46241 . 317-241-8324 . Fax:317-241-2289 . [www.techelectronics.com](http://www.techelectronics.com)



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**The Power of Connection and Protection®**

Total purchase price includes equipment, consultation, installation, programming, and testing for the items shown in the Bill of Materials

-  
Tech will provide and install the necessary access control equipment to complete the system as shown on the System Surveyor access control layout drawing. The 2nd Floor ACP assembly and the ACS equipment for one door will be relocated to accommodate the tenant build-out.

-  
Each door will have added the necessary devices, including door position switches, request-to-exit devices, electrified locks, and access control cable. Each door will be connected to the existing LenelS2/LifeSafety Power assemblies and will be programmed into the system. Tech will test the system for proper function upon completion of installation.

### NOTES/EXCLUSIONS:

- Connect to existing system.
- No additional reader licenses included.
- No access control credentials included.

### **TOTAL PURCHASE PRICE**

**\$13,437.00**

### **Clarifications/Scope of Work by Others:**

#### WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

#### EXISTING WIRE AND CABLE:

This submission price is based on re-using all existing wire and cable in "as is" condition. In the event wire/cable repairs and/or replacement services are required, for any reason, Tech will perform such work at current time and material rates as an extra to this submission, upon written authorization.

#### CONNECTIONS TO EXISTING EQUIPMENT:

This Submission price is based on connecting to existing equipment in "as is" condition. In the event existing equipment repairs and/or replacement services are required for any reason, Tech will perform such work at current time and material rates as an extra to this submission upon written authorization.

**Please see last page of this submission for customer acceptance.**

**Tech Electronics of Indiana, LLC**

2701 Fortune Circle EastSte. B, Indianapolis, IN 46241 . 317-241-8324 . Fax:317-241-2289 . [www.techelectronics.com](http://www.techelectronics.com)

**PRICE ADJUSTMENTS FROM THIRD-PARTY CHARGES DUE TO GOVERNMENT-MANDATED COSTS:**

Both parties acknowledge and agree that the final price of the goods and services may be subject to changes resulting from third-party cost increases due to the imposition of new or modified tariffs, taxes, regulatory charges, carrier charges, or any other government-mandated charges after the effective date of this agreement. Verifiable increases in such costs may be directly passed through to the Customer at any time.

**TECH NORMAL WORK HOURS:**

NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.



Price Valid Thru : 07/25/25

## SUBMISSION

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The Power of Connection and Protection®

### Invoicing and Payment Terms

Tech Electronics estimates provided herein are provided on a fixed fee basis unless otherwise noted. Tech Electronics shall invoice according to the following invoice schedule for the work covered under this agreement. Invoice payments are due upon receipt.

- > Contract Execution - 50% of total approved fees
- > Contract 50% Complete - 20% of total approved fees
- > Contract 75% Complete - 20% of total approved fees
- > Contract Completion - Balance of approved fees (including any changes controls if applicable)

Price does not include applicable state, city or local tax unless otherwise noted.

Equipment and applicable freight will be billed upon receipt of equipment at the installer's warehouse.

Invoice payment terms are due upon receipt.

**This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.**

PAYMENT: Fixed Bid - Milestone Invoicing, 50% down

DELIVERY:

F.O.B. Tech Electronics of Indiana, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

### **CUSTOMER ACCEPTANCE:**

### **Tech Electronics of Indiana, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Salesperson: \_\_\_\_\_

**John Northcutt**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tech Officer's Acceptance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

**Tech Electronics of Indiana, LLC**

2701 Fortune Circle EastSte. B, Indianapolis, IN 46241 . 317-241-8324 . Fax:317-241-2289 . [www.techelectronics.com](http://www.techelectronics.com)

## EXHIBIT “B”

### CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, \_\_\_\_\_ [Contractor], certify that \_\_\_\_\_ [name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

\_\_\_\_\_  
Signed/Title

\_\_\_\_\_  
Date

## **EXHIBIT “C”**

### **AFFIDAVIT REGARDING E-VERIFY**

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

1. The undersigned is the \_\_\_\_\_ of the Contractor.  
(job title)
2. The Contractor has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

\_\_\_\_\_  
Signature

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name