

AGENDA
REDEVELOPMENT COMMISSION

September 15, 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/88349988874?pwd=p5QUrgpyS3noZEa9Xof0NGZxYNSrzW.1>
Meeting Code: 883 4998 8874 Passcode: 004473

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)
- Sam Fleener - Term: 1/1/2025 - 12/31/2025 (MCCSC Representative) (non-voting)
- Anna Killion-Hanson- Redevelopment Commission Executive Director
- Jessica McClellan - Redevelopment Commission Treasurer

I. ROLL CALL

II. MINUTES –Executive Summary and minutes for September 2, 2025

III. EXAMINATION OF CLAIM REGISTERS – September 12, 2025, for \$77,669.42

IV. EXAMINATION OF PAYROLL REGISTERS – September 5, 2025, \$56,288.44

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 25-116: Approval of Addendum No. 2 to the VET Environmental Engineering LLC Agreement Regarding 714 South Rogers Street
- B. Resolution 25-117: Approval of Addendum No. 1 to Agreement with VET Environmental Engineering LLC for Environmental Remediation Services at Hopewell
- C. Resolution 25-118: Approval of Agreement with VET Environmental Engineering LLC for Environmental Mold Inspection Services at the Trades District Garage

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

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

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Tuesday, September 2, 2025, at 6:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Deborah Myerson, Sue Sgambelluri, Randy Cassady, and Laurie McRobbie via Zoom

City Staff Present: Margie Rice, Corporation Counsel, City Legal Department (via ZOOM); Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Dana Kerr, Assistant City Attorney, City Legal Department; Jessica McClellan, City Controller;

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 7:15 p.m.

Deborah Myerson, President

John West, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

met on Tuesday, September 2, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:

<https://catstv.net/m.php?q=14904>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Randy Cassady, Sue Sgambelluri, Laurie McRobbie (*via Zoom*)

City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Jane Kupersmith, Director, Economic Sustainability Department (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Dana Kerr, Assistant City Attorney, Legal Department; Roy Aten, Sr. Project Manager, Engineering Department; Cody Toothman, Program Manager, HAND and Margie Rice, Corporation Counsel, Legal Department (*via Zoom*)

Others Present: Dave Askins, B Square Bulletin; Chris Emge and Sam Dove (*via Zoom*)

II. READING OF THE MINUTES: Sue Sgambelluri moved to approve the minutes for August 18, 2025. John West seconded the motion. The motion passed unanimously via roll-call vote.

III. EXAMINATION OF CLAIM REGISTERS: John West moved to approve the August 29, 2025 claim register for \$255,972.38. Sue Sgambelluri seconded the motion. The motion passed unanimously via roll-call vote.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the August 22, 2025 payroll register for \$58,013.16. Randy Cassady seconded the motion. The motion passed unanimously via roll-call vote.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: Anna Killion-Hanson provided updates on the Hopewell site. She reported that the Jackson Street stub is currently being installed. Remediation is underway at the site and has also begun at the 714 South Rogers Street building. Killion-Hanson explained that additional work may be needed at the 714 South Rogers Street building due to the air handler being inoperable for an extended period. A separate resolution will be brought before the Commission for approval. She also noted that the Kohr Building experienced an issue last week during the installation of a radon mitigation system. When drilling through the slab, the contractor encountered an unidentified substance in the soil. A core sample was taken and has been sent for testing. Killion-Hanson stated that she will keep the Commission updated as more information becomes available. Killion-Hanson was available for questions.

B. Legal Report: Dana Kerr presented an amended Memorandum of Understanding (MOU) with the American Red Cross, included in the Commission packet as Attachment 1 to Resolution 25-100. He noted that while the RDC previously approved the MOU as Attachment 1 under Resolution 25-100, the Resolution itself is not being amended. The revisions reflect the Red Cross's requested updates to the indemnification and hold-harmless provisions and to the commercial insurance requirements to align with their standard agreements. Kerr was available for questions. Deborah Myerson asked for public comments. There were no comments from the public.

John West moved to approve the amended Memorandum of Understanding with the American Red Cross, included as Attachment 1 to Resolution 25-100, as presented. Sue Sgambelluri seconded the motion. The motion passed unanimously via roll-call vote.

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

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

VI. NEW BUSINESS

A. Resolution 25-106: Approval of Funding for Change Order #1 for Hopewell West. Roy Aten presented Resolution 25-106. The Hopewell West project was awarded to Crider & Crider in the amount of \$1,687,318.85. He explained that the change order was necessary due to the soil management plan, overseen by VET Environmental Engineering, LLC, which had not been identified prior to bidding. As a result, additional work was required for stockpiling soil until testing was complete, relocating soils to designated areas, and managing stockpiles to ensure all material remained on the project site. The change order, in the amount of \$153,444.70, also adds 14 days to the contract, extending the final completion date to November 15, 2025. Aten was available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-106. Laurie McRobbie seconded the motion. The motion passed unanimously via roll-call vote.

B. Resolution 25-107: Approval of Funding Addendum 2 for the B-Line Project. Roy Aten presented Resolution 25-107, an addendum to the agreement with Keramida, Inc. for the B-Line Multi-Use Path Project. He explained that in Resolution 19-91, the RDC approved a Project Review & Approval Form for the extension of the B-Line Trail to a new multi-use path on 17th Street and for improvements to the intersection of West Fountain Drive and North Crescent Road, which included environmental remediation. The Board of Public Works subsequently approved an agreement with Keramida, Inc. in the amount of \$5,340.00. In Resolution 25-86, the RDC approved Addendum No. 1, which increased the contract to \$37,115. Aten stated that Keramida, Inc. was engaged to manage the removal of lead-impacted soil; however, because the quantities were unknown at the time, disposal fees were not included. Waste Management has now invoiced \$11,666.00 for disposal of the impacted soil at the Twin Bridges Landfill. Addendum No. 2 increases the contract by \$11,666.00, bringing the total to \$48,781.00. Aten was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-107. Sue Sgambelluri seconded the motion. The motion passed unanimously via roll-call vote.

C. Resolution 25-108: Approval of Lease for Fourth Street Garage Commercial/Office Space with Visit Bloomington. Jane Kupersmith presented Resolution 25-108, an amendment to the lease agreement with Visit Bloomington for commercial/office space in the Fourth Street Garage. She explained that the RDC previously approved the lease under Resolution 25-59. Following that approval, Visit Bloomington Executive Director Mike McAfee brought the lease back to his board for review and conducted a more detailed analysis of site build-out costs. Based on this review, Visit Bloomington requested a reduction in the annual rental rate. After consultation with Director Anna Killion-Hanson and additional market research, staff determined that the proposed rent is consistent with comparable market rates. She noted that staff recommended approval of the revised rent structure. The lease includes four renewal terms, with rental rates subject to negotiation and approval through addendums at the time of each renewal. She emphasized that Visit Bloomington was especially interested in these renewal terms given its significant investment in the site and its commitment to the area due to the presence of the convention center. Kupersmith concluded by noting that Mr. McAfee was unable to attend the meeting due to a scheduling conflict but expressed his support for the Resolution. Kupersmith and Dana Kerr were available for questions. Deborah Myerson asked for public comments. There were no comments from the public. Randy Cassady moved to approve Resolution 25-108, with the amendments. John West seconded the motion. The motion passed unanimously via roll-call vote.

- D. Resolution 25-109: Approval of Second Amendment to the CARES Act CDBG Grant Award to Bloomington Housing Authority.** Cody Toothman presented Resolution 25-109, a request to grant an extension of the contract date for the CARES Act CDBG grant award to the Bloomington Housing Authority. He explained that the original contract required all funds to be spent by May 2023, although the language also referenced a six-year expenditure period. HUD's final deadline for the use of these funds is September 1, 2026, after which any unspent amounts must be returned. The amendment aligns the contract with HUD's cutoff date, granting the Bloomington Housing Authority until September 1, 2026 to fully expend the grant funds. Toothman was available for questions.
Deborah Myerson asked for public comments. There were no comments from the public.
John West moved to approve Resolution 25-109. Sue Sgambelluri seconded the motion. Randy Cassady stepped out of the room and was not present for the vote. The motion passed via roll-call vote.
- E. Resolution 25-110: Approval of Second Amendment to the CARES Act CDBG Grant Award to Community Justice and Mediation Center.** Cody Toothman presented Resolution 25-110, a request to grant an extension of the contract date for the CARES Act CDBG grant award to the Community Justice and Mediation Center. He explained that the original contract required all funds to be spent by May 2023, although the language also referenced a six-year expenditure period. HUD's final deadline for the use of these funds is September 1, 2026, after which any unspent amounts must be returned. The amendment aligns the contract with HUD's cutoff date, granting the Community Justice and Mediation Center until September 1, 2026 to fully expend the grant funds. Toothman was available for questions.
Deborah Myerson asked for public comments. There were no comments from the public.
John West moved to approve Resolution 25-110. Sue Sgambelluri seconded the motion. Randy Cassady stepped out of the room and was not present for the vote. The motion passed via roll-call vote.
- F. Resolution 25-111: Approval of Second Amendment to the CARES Act CDBG Grant Award to Middle Way House.** Cody Toothman presented Resolution 25-111, a request to grant an extension of the contract date for the CARES Act CDBG grant award to the Middle Way House. He explained that the original contract required all funds to be spent by May 2023, although the language also referenced a six-year expenditure period. HUD's final deadline for the use of these funds is September 1, 2026, after which any unspent amounts must be returned. The amendment aligns the contract with HUD's cutoff date, granting the Middle Way House until September 1, 2026 to fully expend the grant funds. Toothman was available for questions.
Deborah Myerson asked for public comments. There were no comments from the public.
John West moved to approve Resolution 25-111. Sue Sgambelluri seconded the motion. Randy Cassady stepped out of the room and was not present for the vote. The motion passed via roll-call vote.
- G. Resolution 25-112: Approval of Second Amendment to the CARES Act CDBG Grant Award to Pantry 279.** Cody Toothman presented Resolution 25-112, a request to grant an extension of the contract date for the CARES Act CDBG grant award to the Pantry 279. He explained that the original contract required all funds to be spent by May 2023, although the language also referenced a six-year expenditure period. HUD's final deadline for the use of these funds is September 1, 2026, after which any unspent amounts must be returned. The amendment aligns the contract with HUD's cutoff date, granting the Pantry 279 until September 1, 2026 to fully expend the grant funds. Toothman was available for questions.
Deborah Myerson asked for public comments. There were no comments from the public.
John West moved to approve Resolution 25-112. Sue Sgambelluri seconded the motion. Randy Cassady stepped out of the room and was not present for the vote. The motion passed via roll-call vote.
- H. Resolution 25-113: Approval of Agreement with Weddle Bros. Construction Co., Inc. Temporary Storage at Convention Center Parking Lot.** Dana Kerr presented Resolution 25-

113, an agreement with Weddle Bros. Construction Co., Inc. for temporary storage space at the Convention Center parking lot. An attachment to the Resolution included a map showing the affected parcels. The site is located south of the adjacent hotel and next to another privately-owned lot. The map identifies the portion where Weddle Bros. requested temporary storage of materials during the Convention Center expansion project. The Resolution approves a right-of-entry agreement granting Weddle Bros. access to this space for storage during construction. Kerr was available for questions.

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

Resolution 25-113 was tabled and will be reconsidered at a future RDC meeting.

- I. Resolution 25-114: Approval of Merrill Lynch Key Provisions of Lease Termination.** Margie Rice and Dana Kerr presented Resolution 25-114, an agreement regarding the Merrill Lynch lease. They explained that the tenant will remain in the space and continue paying rent until March 2026, with the City not being responsible for any moving expenses. The tenant is downsizing and no longer requires such a large space. Bond counsel confirmed that the lease arrangement is acceptable and reduces private use. Rice and Kerr noted that an inventory of the items left behind will be prepared, and those items may be reused by the City. The inventory would be considered an asset to the City. Rice and Dana Kerr were available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-114. Randy Cassady seconded the motion. The motion passed unanimously via roll-call vote.

- J. Resolution 25-115: Approval of Bloomington Health Foundation, Inc., Key Provisions of Lease Termination.** Dana Kerr presented Resolution 25-115. Kerr explained that the Bloomington Health Foundation, Inc. agreed to vacate its leased space at Showers West early, by October 15, 2025. As part of the negotiated terms, the RDC would waive lease payments for August, September, and through October 15, 2025. In addition, the tenant requested reimbursement of moving expenses in the amount of \$19,542.50. Kerr noted that although there are potential litigation considerations, the benefit of having the tenant vacate early and transition to a new location serves the interest of both the RDC and the community. Kerr noted that the Bloomington Health Foundation, Inc. is a non-profit and a good community partner to serve our citizens. The Commission previously approved the original lease agreement with the Bloomington Health Foundation, Inc. under Resolution 22-29. Kerr was available for questions. Deborah Myerson asked for public comments. There were no comments from the public. Sue Sgambelluri moved to approve Resolution 25-115. Randy Cassady seconded the motion. John West abstained from the vote. The motion passed via roll-call vote.

VII. BUSINESS/GENERAL DISCUSSION

- VIII. ADJOURNMENT** Sue Sgambelluri moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:00 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 09-12-2025 (\$77,669.42)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 08-30-2025 to 09-12-2025. 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 08-30-2025 to 09-12-2025, 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.

Margie Rice, Corporation Counsel

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/12/25	Claims				\$77,669.42
					<u>\$77,669.42</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$77,669.42

Dated this 2nd day of Sept 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 Sililand



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/30/25 - 09/12/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	EO300X5ZLH	15-Microsoft 365 Sub renewal-Liford-7/31/25 -7/31/26	Paid by Check # 80550		09/02/2025	09/02/2025	09/12/2025		09/12/2025	160.50
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$160.50
Program 150500 - Housing Totals									Invoice Transactions 1	\$160.50
Program 151000 - Neighborhood										
Account 53960 - Grants										
818 - Everywhere Signs, LLC	65124	15-NI Grant-Blue Ridge Neighborhood Association Sign	Paid by EFT # 67867		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,928.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$2,928.00
Program 151000 - Neighborhood Totals									Invoice Transactions 1	\$2,928.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QQR-636T-KNDK	15-File tabs, pens, expanding file folder, prong fastners	Paid by EFT # 67818		09/02/2025	09/02/2025	09/12/2025		09/12/2025	64.97
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$64.97
Program 151600 - Title 16 Totals									Invoice Transactions 1	\$64.97
Department 15 - HAND Totals									Invoice Transactions 3	\$3,153.47
Fund 1101 - General Totals									Invoice Transactions 3	\$3,153.47
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
8859 - C&J Cornerstone LLC	R101-Cowens	15-R101-4619 S. College Dr-N. Cowens	Paid by EFT # 67838		09/02/2025	09/02/2025	09/12/2025		09/12/2025	500.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$500.00
Account 53990 - Other Services and Charges										
9216 - Williams Creek Management Corporation	25454	15-Evergreen Village Lots Maint Lots 2 & 14 - Event 3 of 4	Paid by EFT # 68032		09/02/2025	09/02/2025	09/12/2025		09/12/2025	890.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$890.00
Program 150000 - Main Totals									Invoice Transactions 2	\$1,390.00
Department 15 - HAND Totals									Invoice Transactions 2	\$1,390.00
Fund 2209 - LIT - Economic Development Totals									Invoice Transactions 2	\$1,390.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/30/25 - 09/12/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
74 - Life Designs, INC	CDBG-8.20.25	15-CDBG-Housing Options Siding Proj- March 2025	Paid by EFT # 593		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,283.75
Account 53960 - Grants Totals							Invoice Transactions	1		\$1,283.75
Program 150000 - Main Totals							Invoice Transactions	1		\$1,283.75
Department 15 - HAND Totals							Invoice Transactions	1		\$1,283.75
Fund 2403 - CDBG Totals							Invoice Transactions	1		\$1,283.75
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
8655 - Benevate INC (Neighborly Software)	Inv13961	15-Software Module +HUND (IDIS) Sync Sub-8/28/25-3/29/26	Paid by EFT # 304		09/02/2025	09/02/2025	09/12/2025		09/12/2025	5,700.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$5,700.00
Program 150000 - Main Totals							Invoice Transactions	1		\$5,700.00
Department 15 - HAND Totals							Invoice Transactions	1		\$5,700.00
Fund 2404 - HOME Totals							Invoice Transactions	1		\$5,700.00
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	JH25-8.21.25	15-JH 2025-NIX IT Home Solutions, Inc.- Crawford II Comm Room	Paid by EFT # 67826		09/02/2025	09/02/2025	09/12/2025		09/12/2025	13,000.00
47 - Community Kitchen Of Monroe County, INC	JH25-8.18.25	15-JH25-food items- Gordon/Hoosier Hills Food Bank-6/25-8/1	Paid by EFT # 67852		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,929.10
9572 - Girls Inc of Shelbyville & Shelby County (Monroe)	JH25-8.21.25	15-JH25-summer camp scholarships (8)	Paid by EFT # 67876		09/02/2025	09/02/2025	09/12/2025		09/12/2025	4,675.00
7958 - Healing Hands Outreach Center INC	JH25-8.25.25	15-JH25-Food & Snacks-July 2025	Paid by EFT # 67888		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,462.08
7531 - Pantry 279 INC	JH25-8.21.25	15-JH25 - Kroger - food, salary, AC fixed in vehicle	Paid by EFT # 67951		09/02/2025	09/02/2025	09/12/2025		09/12/2025	9,161.28
2942 - People & Animal Learning Services, INC	10132	15-JH25-adult group Horsemanship lessons - 8/12/25 & 8/14/25	Paid by EFT # 67957		09/02/2025	09/02/2025	09/12/2025		09/12/2025	800.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/30/25 - 09/12/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
2942 - People & Animal Learning Services, INC	10123	15-JH25-adult group Horsemanship lessons - 8/26/25	Paid by EFT # 67957		09/02/2025	09/02/2025	09/12/2025		09/12/2025	400.00
7014 - Society of St. Vincent De Paul, Archdiocesan INC.	JH25-8.26.25	15-JH25-utility assistance - 40 clients	Paid by EFT # 67987		09/02/2025	09/02/2025	09/12/2025		09/12/2025	9,581.52
Account 53960 - Grants Totals							Invoice Transactions 8			\$41,008.98
Program 050000 - Main Totals							Invoice Transactions 8			\$41,008.98
Department 05 - Common Council Totals							Invoice Transactions 8			\$41,008.98
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions 8			\$41,008.98
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-272151	15-Cleaning Services for Space leased to ESNET/July 2025/Correct	Paid by EFT # 67989		09/02/2025	09/02/2025	09/12/2025		09/12/2025	1,225.00
9712 - Tronicom Corporation (Tech Electronics of Indiana)	119606	04-WiFi Installation at the Forge - final invoice-6/12/25	Paid by EFT # 68005		09/02/2025	09/02/2025	09/12/2025		09/12/2025	11,908.80
5900 - VET Environmental Engineering, LLC	8698	15-PH I Environmental Site Assessment-226 S College-8/13/25	Paid by EFT # 68013		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,750.00
6223 - Faegre Drinker Biddle & Reath LLP	6106661	15- Due Diligence for Convention Center Host Hotel - June 2025	Paid by EFT # 67868		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,626.00
321 - Harrell Fish, INC (HFI)	ZW29503	15-HVAC Repairs-College Sq-Hillard Lyons Ste-7/2/25	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	2,480.90
321 - Harrell Fish, INC (HFI)	ZW28587	15-Temperature Control Issue-Trades Garage-4/24/25	Paid by EFT # 67886		09/02/2025	09/02/2025	09/12/2025		09/12/2025	454.00
392 - Koorsen Fire & Security, INC	IN01016589	15-Fire Alarm System Maint-320 W 8th St - 8/11/25	Paid by EFT # 67919		09/02/2025	09/02/2025	09/12/2025		09/12/2025	271.00
7402 - Nature's Way, INC	2010	15-Landscaping for the Trades District - 8/4/25 -8/17/2025	Paid by EFT # 67945		09/02/2025	09/02/2025	09/12/2025		09/12/2025	279.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 08/30/25 - 09/12/25

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										
2260 - Republic Services, INC	0694-003811098	15-Trash Service-College Sq 222 S College Ave - Sept 2025	Paid by EFT # 67812		09/03/2025	09/03/2025	09/03/2025		09/03/2025	240.05
223 - Duke Energy	9101205760680825	15-Trades Dristict-Outdoor Lighting-elec chgs 07/17/25-08/15/25	Paid by Check # 80541		09/03/2025	09/03/2025	09/03/2025		09/03/2025	29.00
223 - Duke Energy	9101205758430825	15-College Sq-200 S. College Ave-elec. chgs 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			42.16
223 - Duke Energy	9101205752310825	15-College Sq-216 S. College-elec chgs 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			115.28
223 - Duke Energy	9101205753640825	15-College Sq-204 S. College Ave-electric bill 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			263.91
223 - Duke Energy	9101205761750825	15-College Sq-202 S College-elec. bill 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			272.82
223 - Duke Energy	9101205756790825	15-College Sq-222 S College Ave-Atrium-elec serv 7/29/25-8/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			284.77
223 - Duke Energy	9101205760180825	15-College Sq-222 S College Ave-Office-elec bill 7/29-8/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			385.30
223 - Duke Energy	9101205763990825	15-College Sq-210 S. College Ave-elec. chgs 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			396.15
223 - Duke Energy	9101205762900825	15-College Sq-208 S. College-elec. bill 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			512.76
223 - Duke Energy	9101205750330825	15-College Sq-226 S. College Ave-elec chgs 07/29/25-08/26/25	Edit		09/10/2025	09/10/2025	09/10/2025			596.32
Account 53990 - Other Services and Charges Totals							Invoice Transactions	19		\$25,133.22
Program 150000 - Main Totals							Invoice Transactions	19		\$25,133.22
Department 15 - HAND Totals							Invoice Transactions	19		\$25,133.22
Fund 2519 - RDC Totals							Invoice Transactions	19		\$25,133.22
Grand Totals							Invoice Transactions	34		\$77,669.42



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: September 5, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 08/18/2025 to 08/31/2025. 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 09/05/25 - 09/05/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	09/05/2025	2,790.07		.00	297.61	170.72	39.92	78.45	55.96	185.84	1,961.57
			.00	.00	2,653.45	2,753.45	2,753.45	2,653.45	2,653.45		
		\$2,790.07	\$0.00	\$0.00	\$297.61	\$170.72	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.57
10000 Bixler, Daniel R 2594	09/05/2025	2,105.27		.00	181.72	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	09/05/2025	2,951.77		.00	381.46	176.01	41.16	84.71	60.71	187.02	2,020.70
			.00	.00	2,823.79	2,838.79	2,838.79	2,823.79	2,823.79		
		\$2,951.77	\$0.00	\$0.00	\$381.46	\$176.01	\$41.16	\$84.71	\$60.71	\$187.02	\$2,020.70
10000 Collins, Barry 0111	09/05/2025	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	09/05/2025	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
10000 Finley, Christina L 0187	09/05/2025	4,242.43		.00	611.22	243.26	56.89	116.25	83.75	368.95	2,762.11
			.00	.00	3,913.57	3,923.57	3,923.57	3,913.57	3,913.57		
		\$4,242.43	\$0.00	\$0.00	\$611.22	\$243.26	\$56.89	\$116.25	\$83.75	\$368.95	\$2,762.11
2393 Hayes, Chastina J	09/05/2025	1,891.67		.00	131.55	109.42	25.59	52.19	30.45	168.05	1,374.42
			.00	.00	1,739.82	1,764.82	1,764.82	1,739.82	1,739.82		
		\$1,891.67	\$0.00	\$0.00	\$131.55	\$109.42	\$25.59	\$52.19	\$30.45	\$168.05	\$1,374.42
3496 Hershman, Felicia J	09/05/2025	2,024.04		.00	156.44	120.73	28.24	58.42	41.67	112.78	1,505.76
			.00	.00	1,947.24	1,947.24	1,947.24	1,947.24	1,947.24		
		\$2,024.04	\$0.00	\$0.00	\$156.44	\$120.73	\$28.24	\$58.42	\$41.67	\$112.78	\$1,505.76
3183 Hyten LaFontaine, Stephanie L	09/05/2025	3,817.31		.00	249.64	233.74	54.66	66.95	47.76	2,047.27	1,117.29
			.00	.00	2,270.04	3,770.04	3,770.04	2,270.04	2,270.04		
		\$3,817.31	\$0.00	\$0.00	\$249.64	\$233.74	\$54.66	\$66.95	\$47.76	\$2,047.27	\$1,117.29
			\$0.00	\$0.00	\$2,270.04	\$3,770.04	\$3,770.04	\$2,270.04	\$2,270.04		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/05/25 - 09/05/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3306 Killion-Hanson, Anna	09/05/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	09/05/2025	2,790.08		.00	233.94	172.99	40.45	82.80	59.07	46.60	2,154.23
			.00	.00	2,760.08	2,790.08	2,790.08	2,760.08	2,760.08		
		\$2,790.08	\$0.00	\$0.00	\$233.94	\$172.99	\$40.45	\$82.80	\$59.07	\$46.60	\$2,154.23
2557 Radewan, Tonda L	09/05/2025	2,105.26		.00	158.38	122.66	28.69	57.75	41.19	141.85	1,554.74
			.00	.00	1,963.41	1,978.41	1,978.41	1,963.41	1,963.41		
		\$2,105.26	\$0.00	\$0.00	\$158.38	\$122.66	\$28.69	\$57.75	\$41.19	\$141.85	\$1,554.74
1378 Sandweiss, Noah S	09/05/2025	3,156.61		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.28
			.00	.00	3,094.48	3,094.48	3,094.48	3,094.48	3,094.48		
		\$3,156.61	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.28
10000 Stong, Mary J 0471	09/05/2025	2,790.08		.00	317.24	161.34	37.74	77.32	55.15	362.00	1,779.29
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.74	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	09/05/2025	3,817.31		.00	663.82	237.26	55.49	114.35	81.57	44.34	2,620.48
			.00	.00	3,811.77	3,826.77	3,826.77	3,811.77	3,811.77		
		\$3,817.31	\$0.00	\$0.00	\$663.82	\$237.26	\$55.49	\$114.35	\$81.57	\$44.34	\$2,620.48
3781 Tamewitz, Steven W	09/05/2025	2,790.08		.00	329.86	172.98	40.46	79.04	56.38	155.39	1,955.97
			.00	.00	2,634.69	2,790.08	2,790.08	2,634.69	2,634.69		
		\$2,790.08	\$0.00	\$0.00	\$329.86	\$172.98	\$40.46	\$79.04	\$56.38	\$155.39	\$1,955.97
2477 Toothman, Cody B	09/05/2025	3,817.31		.00	271.09	225.71	52.79	108.06	75.44	184.85	2,899.37
			.00	.00	3,640.46	3,640.46	3,640.46	3,640.46	3,640.46		
		\$3,817.31	\$0.00	\$0.00	\$271.09	\$225.71	\$52.79	\$108.06	\$75.44	\$184.85	\$2,899.37
2305 Van Rooy, Angela L	09/05/2025	4,159.73		.00	358.05	257.90	60.32	118.79	84.74	249.15	3,030.78
			.00	.00	3,959.73	4,159.73	4,159.73	3,959.73	3,959.73		
		\$4,159.73	\$0.00	\$0.00	\$358.05	\$257.90	\$60.32	\$118.79	\$84.74	\$249.15	\$3,030.78
			\$0.00	\$0.00	\$3,959.73	\$4,159.73	\$4,159.73	\$3,959.73	\$3,959.73		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/05/25 - 09/05/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	09/05/2025	2,105.26		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.75
			.00	.00	1,907.86	1,907.86	1,907.86	1,907.86	1,907.86		
		\$2,105.26		\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.75
			\$0.00	\$0.00	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86		
HAND - Housing & Neighborhood Dev		\$56,288.44		\$0.00	\$5,672.46	\$3,363.88	\$786.71	\$1,553.63	\$1,086.48	\$5,267.44	\$38,557.84
			\$0.00	\$0.00	\$52,095.51	\$54,255.90	\$54,255.90	\$52,095.51	\$52,095.51		
Grand Totals		\$56,288.44		\$0.00	\$5,672.46	\$3,363.88	\$786.71	\$1,553.63	\$1,086.48	\$5,267.44	\$38,557.84
			\$0.00	\$0.00	\$52,095.51	\$54,255.90	\$54,255.90	\$52,095.51	\$52,095.51		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/5/2025	Payroll				56,288.44
					<u>56,288.44</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 \$ 56,288.44

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 _____

Memo



To: Redevelopment Commission
From: Anna Killion-Hanson
Date: 9/12/2025
Re: Director's Report

1.) HUD Update

a. 2025 Grant Agreement

This week we received our 2025 Grant Agreement. The agreement is in the process of being executed. Allocations are as follows:

Community Development Block Grant Program (CDBG)	\$ 778,293.00
HOME Investment Partnerships (HOME)	\$ 539,900.70
Total FY 2025 Award	\$1,318,193.70

b. 2025 Citizen Advisory Commission

We need 2 commissioners to serve on the 2025 CAC. (Physical Improvements & Social Services)

- Tentative dates are:
 - November 7th at 5:30pm
 - November 14th at 5:30pm

2.) RDC Property Update

a. College Square

We have been having some roof leak issues we have been forced to deal with while tenants are occupying the space.

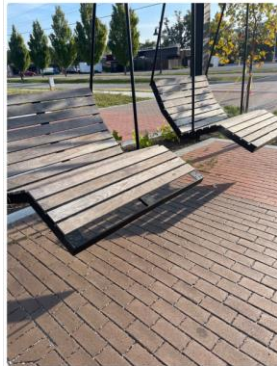
b. Hopewell

- i. During remediation on Hopewell West we uncovered 3 fuel oil tanks.





- ii. 714 S Rogers is going to require more demolition and mold mitigation than originally anticipated. You will see an agenda item related to this in your packet.
- iii. Hopewell Commons is having some issues with vandalism.



c. Trades District Garage

We have adjusted some settings with the HVAC equipment which appear to be making a difference with the humidity issue. Techs will be returning following the hot weekend to make sure it continues to work. If not, we may need to pursue equipment replacement.



CONTRACT COVER MEMORANDUM

TO: Dana Kerr
FROM: [Anna Killion-Hanson](#)
DATE: 9/12/2025
RE: Addendum No. 2, 714 S. Rogers Street Proposal for Additional Follow-up Mold Sampling, Selective Demolition and Remediation, and Regular Inspections, Fogging, and Spot Treatment

Contract Recipient/Vendor Name:	VET
Department Head Initials of Approval:	AKH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-763, addition to K25-614
RDC Resolution Number (If Applicable):	25-116, additional services to 25-95, 24-25
Due Date for Signature:	ASAP
Expiration Date of Contract:	8/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	Additional NTE \$50k to bring total to \$75,000
Funding Source:	2519-15-150000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

Additional Follow-up Mold Sampling, Selective Demolition and Remediation, and Regular Inspections, Fogging, and Spot Treatment

**25-116
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDENDUM NO. 2 TO THE
VET ENVIRONMENTAL ENGINEERING LLC AGREEMENT REGARDING
714 SOUTH ROGERS STREET**

- WHEREAS, the Bloomington Redevelopment Commission (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 South Rogers Street (“Property”);
- WHEREAS, in 2024, transients broke into the 714 building (“Building”) located on the Property and turned on the water which resulted in frozen and broken pipes and significant water damage;
- WHEREAS, the Building required flood remediation, confirmatory mold sampling, and removal of flood impacted building materials and debris;
- WHEREAS, Staff identified VET Environmental Engineering, LLC (“VET”) as the best contractor for such services;
- WHEREAS, the RDC, by Resolution 24-25, authorized VET to perform such services, which were completed as agreed upon;
- WHEREAS, upon inspection, it was determined that the heating, ventilation, and air conditioning (“HVAC”) was not operable as an electrical feed to the HVAC system had been accidentally severed during demolition activities;
- WHEREAS, moisture from the 2024 water intrusion did not fully dry and there was also moisture associated with a former roof leak;
- WHEREAS, VET had inspected the Building and has proposed services including mold sampling, selective demolition and remediation, post-demolition and remediation mold sampling, and monthly inspections, fogging, and spot treatment (“Services”);
- WHEREAS, the RDC, by Resolution 25-95, approved Addendum No. 1 to the original contract approved under RDC Resolution 24-25 which added up to Twenty-Five Thousand Dollars (\$25,000) in additional work;
- WHEREAS, when VET began the additional services approved by Resolution 25-95, it was discovered that the mold growth had expanded significantly and more demolition work was needed which includes removing all building materials on the first floor that are

generally susceptible to mold growth as well as selected materials on the fourth floor, which is added to the Services;

WHEREAS, Staff concurs with VET on the scope of Services and recommends amending the agreement of Resolutions 24-25 and 25-95 to include these additional Services;

WHEREAS, the RDC recognizes that the demolition of these materials would be necessary for any renovation of the Building in any event;

WHEREAS, Staff has negotiated an Addendum No. 2 to said Agreement with VET, which is included herewith as Attachment A;

WHEREAS, the complete scope of Services and revised costs are included as Exhibit A to Addendum No. 2;

WHEREAS, pursuant to the terms of Attachment A, VET is willing to perform the Services at the Property for an amount not to exceed Seventy-Five Thousand Dollars (\$75,000), on a time and materials basis as stated in Exhibit A of Addendum No. 2;

WHEREAS, Resolution 25-95 had authorized Twenty-Five Thousand Dollars (\$25,000), this Resolution would increase that amount by Fifty Thousand Dollars (\$50,000); and,

WHEREAS, the RDC determines that the performance of the Services is necessary to protect the integrity of the Building and has available monies in Fund 2519-15-150000-53990 to pay for the Services.

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

1. The RDC hereby approves Addendum No. 2 to the Agreement approved by Resolution 24-25, and said Addendum No. 1 is included herewith as Attachment A.
2. The RDC hereby approves payment of an additional Fifty Thousand Dollars (\$50,000) to bring the total not to exceed amount to Seventy-Five Thousand Dollars (\$75,000) to be paid from Fund 2519-15-150000-53990. The terms of Addendum No. 2 do not remove the requirement to comply with the City and the RDC's claims process.
3. The funding authorizations contained in this Resolution shall terminate on August 31, 2026, unless extended by the RDC in advance.
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

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**ADDENDUM NO. 2
AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
VET ENVIRONMENTAL ENGINEERING, LLC**

This Addendum No. 2 to the Agreement, entered into on this 15th day of September, 2025, by and between the Bloomington Redevelopment Commission (“RDC”), and VET Environmental Engineering, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the RDC entered into an Agreement with Consultant to perform flood remediation, confirmatory mold sampling, and removal of flood impacted building materials and debris at the RDC property located at 714 South Rogers Street in 2024;

WHEREAS, moisture from the 2024 water intrusion did not fully dry and there was also moisture associated with a former roof leak;

WHEREAS, Consultant began work under Addendum No. 1 and discovered there was more significant mold growth and additional demolition would be necessary;

WHEREAS, Consultant has inspected has proposed revised services including mold sampling, selective demolition and remediation, post-demolition and remediation mold sampling, and monthly inspections, fogging, and spot treatment (“Services”), as further detailed in Exhibit A;

WHEREAS, Addendum No. 2 would add and an additional Fifty Thousand Dollars (\$50,000) to bring the total not to exceed amount to Seventy-Five Thousand Dollars (\$75,000);

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree that this Addendum No. 2 amends the Agreement as follows:

Article 1 is amended in its entirety to the following:

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Addendum No. 2, previous Addendum No. 1. or the Agreement, the language in this Addendum No. 2 shall control.

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

Consultant shall complete the Services required under this Agreement as soon as reasonably possible. Completion shall mean completion of all work related to the Services except for ongoing monthly activities.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with the RDC's Director, Anna Killion Hanson, or her designee.

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

Article 4 is amended in its entirety to the following:

Article 4. Compensation

The RDC shall pay Consultant for all fees and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Anna Killion-Hanson
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

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

Further Amendments

The terms RDC and City may be used interchangeably and refer to the Bloomington Redevelopment Commission.

All other terms of the Agreement, as amended, that are not inconsistent with this Addendum No. 2 remain in full force and effect.

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

**VET ENVIRONMENTAL
ENGINEERING, LLC**

Deborah Myerson, RDC President

Sara Hamidovic, CEO

Margie Rice, Corporation Counsel

EXHIBIT A
Scope of Work

Services include mold sampling, selective demolition and remediation, post-demolition and remediation mold sampling, and monthly inspections, fogging, and spot treatment as detailed in the following proposal from VET.



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

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

Email: info@vet-env.com

September 11, 2025

Mr. JD Boruff – Director
City of Bloomington Redevelopment Commission
401 North Morton Street
Bloomington, Indiana 47404

Dear Mr. Boruff:

**RE: Proposal for Follow-up Mold Sampling, Demolition and Remediation, and Regular Inspections, Fogging, and Spot Treatment
714 South Rogers Street
Bloomington, Indiana 47403**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the City of Bloomington Redevelopment Commission (Client). We look forward to continuing to work with you and hope that our proposal will meet your needs and budget. VET performed flood remediation, confirmatory mold sampling, and removal of select flood impacted building materials and debris at the former Bloomington Convalescent Center (Building) located at 714 South Rogers Street, in Bloomington, Monroe County, Indiana (Site) in March 2024.

VET recommended at the conclusion of the March 2024 sampling event that monthly inspections and spot treatment of mold growth be performed to prevent further damage to the Building. In April 2025, the Client requested an updated proposal to include a follow-up sampling event and subsequent spot treatment at the Building. VET representatives Ms. Sara Hamidovic, MS, PE, CHMM, CPESC and Mr. Daniel Elliott visited the Site on April 22, 2025 to evaluate current conditions. Mr. Elliott is a Professional Residential and Commercial Mold Inspector certified through the Professional Mold Inspector Institute and a State of Indiana licensed home inspector.

During the April 22, 2025 Site visit, VET inspected the entire Building. VET did not observe functioning heating, ventilation, and air conditioning (HVAC) systems. VET inspected the areas that were formerly impacted by a roof leak. Those areas were in good condition. The building materials treated by VET and the areas ventilated via penetrations to drywall and removal

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of ceiling tiles in March 2024 were in good condition in April 2025. Building materials on the first floor that were in poor condition were areas that were unable to fully dry following the 2024 water intrusion event. Areas behind vinyl cove base and behind plastic-based wallpaper were observed to have biological growth due to lack of ventilation.

Based on observations during the April 22, 2025 visual inspection, additional selective demolition was proposed inside the Building, in addition to remedial treatment of building materials. Analytical testing was proposed to evaluate current conditions and conditions following the recommended selective demolition and treatment. VET received approval to perform the proposed services in August 2025.

VET mobilized to the Site on August 29, 2025 to perform pre-remediation sampling. During the August 29, 2025 Site visit, VET observed a significant increase in mold growth and building material damage that occurred since the April 22, 2025 Site visit that warranted this proposal revision. Select photographs demonstrating conditions observed during the April 22, 2025 and August 2025 Site visits are attached.

The scope of demolition required based on conditions observed in August 2025 increased significantly from those warranted in April 2025. All porous material on the first floor of the Building should be demolished to allow effective spot treatment and fogging activities. Following the proposed demolition and targeted remediation activities, the Building is expected to be acceptable for limited stakeholder entry, including architects involved in ultimate redevelopment plans. Based on the current HVAC conditions, however, it is expected that ongoing inspections and targeted treatment will be required to reduce potential for future mold growth.

Tasks to be completed for Client:

- 1. Mold Sampling:** VET conducted a sampling event to evaluate conditions developed between the March 2024 flood remediation work performed at the Building and the present conditions. It is VET's understanding that no inspections, temperature controls, or humidity controls were implemented between March 2024 and April 2025. Results obtained from this sampling event will allow VET to provide the Client with analytical data regarding pre-remediation mold growth in the Building.

The scope of the mold air sampling event roughly mirrored the scope of the previous mold sampling event performed in March 2024. Based on the conditions observed, VET targeted areas with biological growth related to excessive humidity and lack of ventilation in the Building. One ambient air sample, one indoor air sample on the first floor, and one indoor air sample on each upper floor was collected for analysis at an appropriately certified laboratory. Identified mold concentrations in IA will be classified as "acceptable," "slightly elevated," or "elevated" in comparison to AA based on laboratory analytical results. All mold samples were delivered to EMSL Analytical, Inc. (EMSL) of Indianapolis, Indiana for analytical testing by VET under strict chain of custody documentation.

In addition to the indoor air evaluation, VET collected tape lift surface samples as warranted by the visual inspection. Analytical data from surface samples will be utilized to assist in determining likely causes and transmission pathways of any identified airborne mold spores. Dedicated tape lift kits were supplied by EMSL. The laboratory utilized direct microscopic examination to identify biological growth and performed a semi-quantitative analysis based on the concentration of growth in the area sampled.

- 2. Selective Demolition and Remediation:** Upon receipt and interpretation of analytical results from the sampling described in **Task 1** above, VET developed a targeted demolition and remediation plan for the Building. As the Building is equipped with limited HVAC service circulating air in hallways only, maintaining a relative humidity (RH) level in the Building low enough to inhibit mold growth is not possible. It is likely that temperature and humidity fluctuations in the Building between April 2024 and the present contributed to elevated RH levels, encouraging biological growth and further impacting materials in the Building. Removing impacted building materials, to the extent practicable, will help reduce presence of active mold growth, reducing the likelihood of transmission and reduce the cost of treating active biological growth. VET observed extensive building material damage on the 1st floor of the Building.

VET will remove building materials including wooden doors, ceiling tiles, drywall, door trim, wood paneling, and wallpaper on the first floor of the Building. VET will clean mold-impacted painted metal surfaces surrounding doors and windows. VET will remove select vinyl cove base and drywall on the 4th Floor of the Building. VET did not identify building materials on the 2nd and 3rd Floors that require removal during the April 22, 2025 or August 29, 2025 inspection. However, it is possible that subsequent inspections may identify building materials that should be removed. It is imperative that impacted building materials are either removed or penetrated to allow for venting and drying through increased air movement.

Following removal of impacted building materials, VET will spot treat mold-affected areas using a United States Environmental Protection Agency (USEPA) approved anti-microbial solution. VET will fog the Building following demolition and spot treatment activities to eliminate airborne spores present in the Building and mobilized during demolition activities with a USEPA approved anti-microbial solution.

- 3. Post-Demolition and Remediation Mold Sampling:** VET will conduct a sampling event to evaluate conditions following the selective demolition and remediation described in **Task 2** above. The scope of the mold air sampling event will mirror the scope of the sampling event described in **Task 1** above. One ambient air sample, one indoor air sample

on the first floor, and one indoor air sample on each upper floor will be collected for analysis at an appropriately certified laboratory.

Identified mold concentrations in IA will be classified as “acceptable,” “slightly elevated,” or “elevated” in comparison to AA based on laboratory analytical results. All mold samples will be delivered to EMSL Analytical, Inc. (EMSL) of Indianapolis, Indiana for analytical testing by VET under strict chain of custody documentation. VET does not anticipate collecting surface samples during the post-demolition and remediation mold sampling event as areas with active growth will be removed to the extent practicable. Post-demolition and remediation mold sampling will occur approximately one week following conclusion of demolition and remediation activities.

VET makes no guarantee as to adequacy of Building conditions for human occupancy following the demolition and targeted remediation activities. Without adequate ventilation in the Building, mold will not be reduced to “Acceptable” levels via the proposed remedial activities alone. Post-remediation testing will be performed to verify the efficacy of treatment. The remedial activities are intended to establish conditions acceptable for limited occupancy by redevelopment stakeholders. Post-remediation analytical results will be utilized to support an ongoing stewardship plan to maintain the Building and allow access for redevelopment stakeholders.

- 4. Monthly Inspections, Fogging, and Spot Treatment:** VET will conduct monthly inspections of the unoccupied Building to identify new biological growth and water intrusion issues following the recommended steps above. VET will alert the Client of any issues identified during the routine inspections. VET will conduct spot treatment of mold-affected areas using a United States Environmental Protection Agency (USEPA) approved anti-microbial solution as needed and conduct fogging of the Building to eliminate airborne mold spores with a USEPA approved anti-microbial solution if warranted by conditions observed during the monthly inspections. VET recommends performing these regular inspections until the Building is redeveloped or re-occupied. The price provided below is the cost per inspection.

Item	Cost
Task 1. Mold Sampling Event	\$2,176.42
Task 2. Selective Demolition and Remediation	\$55,187.06
Task 3. Post-Demolition and Remediation Mold Sampling Event	\$1,610.86
Task 4. Long-Term Stewardship: Inspections, Fogging, and Spot Treatment <i>*Total reflects cost per inspection.</i>	\$1,418.90*
<i>Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2025 hourly rates (attached)</i>	

Environmental consulting work will be billed on a lump sum basis at the conclusion of each task. Please note that any work completed by VET at the request of the Client that does not

“Compliance that makes sense.”

fall within the referenced scope will be billed according to VET's 2025 hourly rates, attached, in addition to the proposed services as "Out of Scope Work."

VET will provide the Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you 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 sign the attached consulting agreement and return it to: rene@vet-env.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara R. Hamidovic". The signature is fluid and cursive, with the first name "Sara" being more prominent.

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

**Convalescent Center - Mold Sampling, Demolition, and Regular Inspections
Bloomington, Indiana**

Activity	Note	Units	Type	@	Unit Cost	Total Cost
Task 1. Mold Sampling Event						
Field Work	Senior Project Manager	4	hours	@	\$ 118.55	\$ 474.20
	Environmental Technician	4	hours	@	\$ 77.43	\$ 309.72
Analytical	Air Sampling (5 samples + 1 ambient air sample with one week laboratory turnaround time)	6	each	@	\$ 36.36	\$ 218.16
	Tape Lift Sampling (10 samples with one week laboratory turnaround time)	10	each	@	\$ 36.36	\$ 363.60
	Shipping	1	each	@	\$ 25.00	\$ 25.00
Equipment and Materials	MS Surface Pro	1	day	@	\$ 50.00	\$ 50.00
	Mold Kit	1	day	@	\$ 50.00	\$ 50.00
	Mileage	10	each	@	\$ 0.83	\$ 8.30
Reporting	Principal Engineer	2	hours	@	\$ 159.68	\$ 319.36
	Environmental Scientist	4	hours	@	\$ 89.52	\$ 358.08
Subtotal						\$ 2,176.42
Task 2. Selective Demolition and Remediation						
Project Management	Principal Engineer	2	hours	@	\$ 159.68	\$ 319.36
	Senior Project Manager	2	hours	@	\$ 118.55	\$ 237.10
Field Work	Principal Engineer	74	hours	@	\$ 159.68	\$ 11,816.32
	Senior Project Manager	34	hours	@	\$ 118.52	\$ 4,029.68
	Senior Environmental Technician	24	hours	@	\$ 89.52	\$ 2,148.48
	Laborer	300	hours	@	\$ 57.50	\$ 17,250.00
	Mobilize/Demobilize	4	hours	@	\$ 77.43	\$ 309.72
Equipment	Hand Tools	8	days	@	\$ 10.00	\$ 80.00
	Miscellaneous Power Tools	8	days	@	\$ 25.00	\$ 200.00
	Portable Generators (4)	8	days	@	\$ 175.00	\$ 1,400.00
	Kestrel 4200 Air Flow Tracker	8	days	@	\$ 25.00	\$ 200.00
	Work Lights	8	days	@	\$ 10.00	\$ 80.00
	Microsoft Surface Pro	3	days	@	\$ 50.00	\$ 150.00
	Negative Air Machine (2)	10	days	@	\$ 50.80	\$ 508.00
	Sprayer/Fogger	3	days	@	\$ 150.00	\$ 450.00
Roll-off Container/Landfill Charges	Anti-Microbial Chemical	25	gallons	@	\$ 327.68	\$ 8,192.00
	Subcontractor	5	each	@	\$ 1,275.00	\$ 6,375.00
Daily Respirator Charge	Per person/day	39	each	@	\$ 25.00	\$ 975.00
Daily Field Expense		8	days	@	\$ 50.00	\$ 400.00
Mileage		80	miles	@	\$ 0.83	\$ 66.40
Subtotal						\$ 55,187.06

**Convalescent Center - Mold Sampling, Demolition, and Regular Inspections
Bloomington, Indiana**

Task 3. Mold Sampling Event						
Field Work	Senior Project Manager	3	hours	@	\$ 118.55	\$ 355.65
	Environmental Technician	3	hours	@	\$ 77.43	\$ 232.29
Analytical	Air Sampling (5 samples + 1 ambient air sample with one week laboratory	6	each	@	\$ 35.36	\$ 212.18
	Shipping	1	each	@	\$ 25.00	\$ 25.00
Equipment and Materials	MS Surface Pro	1	day	@	\$ 50.00	\$ 50.00
	Mold Kit	1	day	@	\$ 50.00	\$ 50.00
	Mileage	10	each	@	\$ 0.83	\$ 8.30
Reporting	Principal Engineer	2	hours	@	\$ 159.68	\$ 319.36
	Environmental Scientist	4	hours	@	\$ 89.52	\$ 358.08
Subtotal						\$ 1,610.86
Task 4. Monthly Inspection, Fogging, and Spot Treatment						
Project Management	Principal Engineer	1	hour	@	\$ 159.68	\$ 159.68
Field Work	Senior Project Manager	4	hours	@	\$ 118.55	\$ 474.20
	Environmental Technician	4	hours	@	\$ 77.43	\$ 309.72
Equipment and Materials	RMR 86	1	gallon	@	\$ 34.50	\$ 34.50
	RMR 141	3	gallons	@	\$ 57.50	\$ 172.50
	Sprayer/Fogger	1	day	@	\$ 150.00	\$ 150.00
	Generator	1	day	@	\$ 50.00	\$ 50.00
	Work Lights	1	day	@	\$ 10.00	\$ 10.00
	Respirator (daily charge)	2	each	@	\$ 25.00	\$ 50.00
	Mileage	10	each	@	\$ 0.83	\$ 8.30
Subtotal (Per Inspection)						\$ 1,418.90

PHOTOGRAPHS



Photo 1: Water damage behind vinyl cove base on fourth floor



Photo 2: Biological growth on wooden door on first floor



Photo 3: Biological growth behind vinyl cove base on fourth floor



Photo 4: Biological growth on wood paneling on first floor

PHOTOGRAPHS



Photo 1: Water damage behind vinyl cove base on fourth floor - August 2025



Photo 2: Biological growth with fruiting structures on wooden door on first floor - August 2025



Photo 3: Biological growth behind vinyl cove base traveling up wall - August 2025



Photo 4: Biological growth on painted metal on first floor - August 2025



VET STANDARD RATES 2025

Principal Engineer	\$159.68/hour
Registered Professional Engineer	\$141.54/hour
Operations Manager	\$122.19/hour
Safety Director	\$122.19/hour
Senior Project Manager	\$118.55/hour
Licensed Professional Geologist	\$114.92/hour
Project Manager	\$107.66/hour
Senior Environmental Scientist	\$107.66/hour
Project Engineer	\$107.66/hour
Graduate Geologist	\$102.83/hour
Staff Project	\$99.20/hour
Environmental Scientist	\$89.52/hour
Ecologist	\$89.52/hour
Senior Environmental Technician	\$89.52/hour
Safety Coordinator	\$87.10/hour
Environmental Technician	\$77.43/hour
GIS Analyst	\$77.43/hour
Clerical	\$64.12/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: September 12, 2025
RE: Addendum No. 1 - RDC Agreement with VET Environmental Engineering, LLC - Discovered USTs

Contract Recipient/Vendor Name:	VET Environmental Engineering, LLC
Department Head Initials of Approval:	AKH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-765 - Addendum to 25-657
RDC Resolution Number (If Applicable):	25-117, additional services to 25-102
Due Date For Signature:	ASAP
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$63,404.33 plus original \$152,486.26
Funding Source:	4445-15-159001-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Contract Compliance Certification Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract: VET will perform soil remediation services for Hopewell, southwest corner of Second and Rogers. - Addendum No.1 for UST discovery.

**25-117
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**ADDENDUM NO. 1 TO
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, the RDC, by Resolution 25-102, authorized the expenditure of One Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars and Twenty-Six Cents (\$152,486.26) for the Services to be performed by VET;
- WHEREAS, while conducted Services, VET encountered three underground storage tanks (“USTs”) that had contained petroleum and were full of contaminated water;
- WHEREAS, the cost to remove and the disposal of the USTs was not included in the agreement with VET, and requires an additional Sixty-Three Thousand Four Hundred Four Dollars and Thirty-Three Cents (\$63,404.33), which brings the total cost to Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars and Fifty-Nine Cents (\$215,890.59);

WHEREAS, City staff have negotiated an Addendum No. 1 to the agreement with VET for the additional Services (“Agreement”), which is included with this Resolution as Attachment A; 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 Addendum No. 1 to the Agreement, included herewith as Attachment A with VET Environmental Engineering, LLC and authorizes the City of Bloomington to expend the increased total amount to a not to exceed a total of Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars and Fifty-Nine Cents (\$215,890.59) 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 “A”

**ADDENDUM NO. 1 TO THE
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION AND
VET ENVIRONMENTAL ENGINEERING, LLC FOR
ENVIRONMENTAL REMEDIATION SERVICES AT HOPEWELL**

This Addendum No. 1 to the Agreement, entered into on this 15th day of September, 2025, by and between the Bloomington Redevelopment Commission (“RDC”), and VET Environmental Engineering, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the RDC entered into an Agreement with Consultant to perform soil remediation services for Hopewell, southwest corner of Second and Rogers in Resolution 25-102 for a cost of One Hundred Fifty-Two Thousand Four Hundred Eighty-Six Dollars and Twenty-Six Cents (\$152,486.26);

WHEREAS, while conducted Services, Consultant encountered three underground storage tanks (“USTs”) that had contained petroleum and were full of contaminated water;

WHEREAS, the cost to remove and the disposal of the USTs was not included in the agreement with Consultant, and requires an additional Sixty-Three Thousand Four Hundred Four Dollars and Thirty-Three Cents (\$63,404.33), which brings the total cost to Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars and Fifty-Nine Cents (\$215,890.59);

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree that this Addendum No. 2 amends the Agreement as follows:

Article 1 is amended to add the following:

Article 1. Scope of Services

Additional Services include the removal and disposal of underground storage tanks and contaminated water found within them.

Article 3 is amended in its entirety to the following:

Article 3. Compensation

The RDC shall pay Consultant for all fees and expenses in an amount not to exceed Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars and Fifty-Nine Cents (\$215,890.59). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A, attached hereto. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Anna Killion-Hanson
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

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

Further Amendments

The terms RDC and City may be used interchangeably and refer to the Bloomington Redevelopment Commission.

All other terms of the Agreement that are not inconsistent with this Addendum No. 1 remain in full force and effect.

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

**VET ENVIRONMENTAL
ENGINEERING, LLC**

Deborah Myerson, RDC President

Sara Hamidovic, CEO

Margie Rice, Corporation Counsel

UST Closure						
Activity	Note	Units	Type		Unit Cost	Total Cost
Project Oversight/Task Project Management	Principal Engineer	55	hours	@	\$159.68	\$8,782.40
	Senior Project Manager	55	hours	@	\$118.25	\$6,503.75
	Environmental Scientist	25	hours	@	\$89.52	\$2,238.00
Landfill Disposal - Rumpke Medora Landfill	Soil Disposal (Profile #25-0701-122; Landfill fees; Up to 1,200 tons)	1,900	tons	@	\$32.20	\$61,180.00
Excavation Subcontractor/UST Closure	Excavate Contaminated Soil/Backfill Excavation/UST Certified Operator	1	each	@	\$49,599.50	\$49,599.50
Contaminated Soil Transportation	Tri-Axle Dump Trucks to Rumpke Medora Landfill	270	hours	@	\$155.25	\$41,917.50
Construction Entrance	Aggregate/Transportation for Construction Entrance	1	each	@	\$500.00	\$500.00
E-Tank (Frac Tank Rental)	Certified Clean Tank Rental	21	days	@	\$46.00	\$966.00
E-Tank (Frac Tank Delivery/Pick-up)	Frac Tank Delivery to Site and Pick-up from Site	1	each	@	\$828.00	\$828.00
E-Tank (Secondary Containment Rental)	Frac Tank Temporary Poly Berm Rental	21	days	@	\$37.95	\$796.95
E-Tank (Secondary Containment Set-up)	Temporary Poly Berm Installation	1	each	@	\$287.50	\$287.50
E-Pump (3" Vac Assist High Flow Solids Diesel Pump)	Pump Rental	2	days	@	\$192.05	\$384.10
E-Pump (3" Pump Delivery/Pick-up)	Pump Delivery to Site and Pick-up from Site	1	each	@	\$248.40	\$248.40
E-Pump (Secondary Containment Rental)	Diesel Pump Temporary Poly Berm Rental	2	days	@	\$179.40	\$358.80
E-Pump (Lines, Hoses, and Screen Rental)		2	days	@	\$48.30	\$96.60
Liquid Waste Removal	Petroleum Impacted Water Disposal/Tank Cleaning	1	each	@	\$19,154.06	\$19,154.06
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
	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 - 12 Sidewall)	12	each	@	\$91.43	\$1,097.10
	PAHs (Soil - 12 Sidewall)	12	each	@	\$94.88	\$1,138.50
	RCRA-8 Metals (Soil - 12 Sidewall)	12	each	@	\$83.38	\$1,000.50
	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						\$215,890.59



CONTRACT COVER MEMORANDUM

TO: Dana Kerr
FROM: [Anna Killion-Hanson](#)
DATE: 9/12/2025
RE: Mold Inspection and Sampling at Trades District Garage

Contract Recipient/Vendor Name:	VET
Department Head Initials of Approval:	AKH
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Anna Killion-Hanson
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-767
RDC Resolution Number (If Applicable):	24-39
Due Date for Signature:	ASAP
Expiration Date of Contract:	12/31/2025
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	NTE \$1,309.38
Funding Source:	2519-15-150000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract:

Mold Inspection and Sampling due to HVAC issues at Trades District Garage.

**25-118
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH VET ENVIRONMENTAL ENGINEERING, LLC
FOR ENVIRONMENTAL MOLD INSPECTION SERVICES AT THE
TRADES DISTRICT GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68;
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 West Tenth Street, Bloomington, Indiana;
- WHEREAS, in Resolution 24-39, the RDC approved a lease agreement with the Regents of the University of California—Lawrence Berkeley Laboratory on behalf of ESnet;
- WHEREAS, there has been humidity concerns in the leased space due to heating, ventilation and air conditioning (HVAC) issues;
- WHEREAS, due to the humidity level being higher than an acceptable range, there is a concern for mold growth;
- WHEREAS, City staff have negotiated an agreement with VET Environmental Engineering, LLC (“VET” and “Agreement”) for an amount not to exceed One Thousand Three Hundred Nine Dollars and Thirty-Eight Cents (\$1,309.38), which Agreement is attached to this Resolution as Attachment 1; and,
- WHEREAS, the RDC finds the procurement of mold inspection services at the Trades District Garage is necessary and determines that funds are available from its maintenance and services account to pay the Agreement.

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

1. The RDC reaffirms its support for procurement of mold inspection services.

2. The RDC hereby approves the Agreement attached to this Resolution as Attachment 1 and authorizes the City staff to expend an amount not to exceed One Thousand Three Hundred Nine Dollars and Thirty-Eight Cents (\$1,309.38) to be payable in accordance with the terms of the Agreement.
3. Nothing in this Resolution shall remove the requirement to comply with the RDC's claims process.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.
5. City Staff is authorized to execute any documentation and to take any actions necessary 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 SERVICES AT trades district garage

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 to include mold visual inspection and indoor air sampling at the Trades District Garage, (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 Thousand Three Hundred Nine Dollars and Thirty-Eight Cents (\$1,309.38) to be invoiced pursuant to the fee schedule in Exhibit “A”. 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 as soon as possible.
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. 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:
- This Agreement
 - All Exhibits.
 - 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.

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”

FEE SCHEDULE

See fee schedule on the next page.

Cost Estimate - Limited Mold Sampling Visual Inspection
Trades District Garage
Bloomington, Indiana

Mold Sampling & Visual Inspection						
Activity	Note	Units	Type		Unit Cost	Total Cost
Field Work, Mobilization/Demobilization	Senior Environmental Scientist	5	hours	@	\$ 107.66	\$ 538.30
Equipment	Mold Sampling Kit	0.5	day	@	\$ 50.00	\$ 25.00
	Microsoft Surface Pro	0.5	day	@	\$ 25.00	\$ 12.50
Daily Field Expense		0.5	day	@	\$ 25.00	\$ 12.50
Mileage		1.5	miles	@	\$ 0.83	\$ 1.25
Subtotal						\$ 589.55
Laboratory Analytical - EMSL Analytical, Inc.						
Air-O-Cell Cassettes - Air Sampling	Up to 5 Indoor Samples + 1 Ambient Air Sample - One-Week Laboratory Turnaround Time*	6	each	@	\$ 35.36	\$ 212.18
Shipping	Mold Samples - Priority Overnight	1	each	@	\$ 25.00	\$ 25.00
Subtotal						\$ 237.18
Reporting						
Reporting	Principal Engineer	1	hour	@	\$ 159.68	\$ 159.68
	Senior Environmental Scientist	3	hours	@	\$ 107.66	\$ 322.98
Subtotal:						\$ 482.66
Mold Sampling Event Total:						\$ 1,309.38

*Laboratory turnaround time does not account for shipping delays, data analysis, or reporting time.

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

25-119
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CRASH RESEARCH & ANALYSIS, INC.
KEY PROVISIONS OF LEASE TERMINATION

WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to acquire real property;

WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, formerly known as the CFC Showers West property ("Property");

WHEREAS, the Crash Research & Analysis, Inc. ("Tenant") has a First Amendment to Lease Agreement with CFC, LLC, dated September 3, 2021, for space at the Property;

WHEREAS, by Resolution 25-58, the RDC approved terminating the lease agreements of tenants of the Property, including Tenant's;

WHEREAS, Indiana Code 32-24-1-16 states: "[a] person having an interest in property that has been or may be acquired for a public use without the procedures of this article or any prior law followed is entitled to have the person's damages assessed under this article substantially in the manner provided in this article";

WHEREAS, City Staff is negotiating a lease termination with Tenant that includes as key provisions that Tenant shall vacate the Property earlier than December 13, 2025, by doing so on or before October 1, 2025, that the RDC will provide moving services for their personal property except that Tenant must pack miscellaneous items and Tenant must handle moving all IT equipment and devices (Showers West to Fountain Square, with estimated cost of less than One Thousand Dollars (\$1,000.00)), the RDC will supply Tenant with two parking passes for the Fourt Street Garage covering October 1, 2025, to September 30, 2026, and that the RDC shall pay tenant a sum not to exceed One Thousand Dollars (\$1,000.00) for other expenses related to the termination of the Tenant's lease; and,

WHEREAS, the RDC has determined that the key provisions detailed above are acceptable and serves the public's best interest.

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

1. The Bloomington Redevelopment Commission finds that the Crash Research & Analysis, Inc. lease at Showers West should be terminated.
2. The Bloomington Redevelopment Commission finds that the key provisions detailed above are acceptable, including the direct payment for the moving expenses at a cost of approximately One Thousand Dollars (\$1,000.00), more or less, and a payment to tenant in an amount not to exceed One Thousand Dollars (\$1,000,00) for other expenses related to the termination of the Tenant's lease.
3. The Bloomington Redevelopment Commission delegates to City Legal the authority to negotiate any other terms and conditions necessary which serves the RDC and public's best interests.
4. The Bloomington Redevelopment Commission authorizes City Legal to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date