

AGENDA
REDEVELOPMENT COMMISSION

December 1, 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/87934722722?pwd=u8dcmweM7JUE8uxBojJO716QpCINta.1>
Meeting ID 879 3472 2722 Passcode 136189

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 – November 17, 2025

III. EXAMINATION OF CLAIM REGISTERS – November 21, 2025, for \$444,360.89

IV. EXAMINATION OF PAYROLL REGISTERS – November 14, 2025, \$62,269.51

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 25-136: Supporting the Convention Center Host Hotel on the College Square Property
- B. Resolution 25-137: Approval of Extension of Resolution 22-18 for Construction Inspection Agreement for Improvements Along 17th Street Between Monroe Street and Grant Street
- C. Resolution 25-138: Approval of Extension of Resolution 24-34 for Agreement with CSX for the B-Line Trail and Multiuse Path Project
- D. Resolution 25-139: Approval of Extension of Resolution 25-50 for Construction Engineering Contract for the B-Line Trail and Multiuse Path Project
- E. Resolution 25-140: Approval of Rent Credit for Dimension Mill, Inc.
- F. Resolution 25-141: Approval of Agreement with Adaptive Commons for Comprehensive and Coordinated Design of Hopewell West Block 4
- G. Resolution 25-142: Approval of Agreement for BCM Use of Jackson Street and Alley at Hopewell West
- H. Resolution 25-143: Approval of Addendum No. 1 to The Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia
- I. Resolution 25-144: Approval of Addendum No. 1 to The Forge Lease Agreement with Bloom
- J. Resolution 25-145: Approval of Addendum No. 1 to The Forge Lease Agreement with K23 Films, Inc.
- K. Resolution 25-146: Approval of Addendum No. 1 to The Forge Lease Agreement with ViVum AI
- L. Resolution 25-147: Approval of First Amendment to 2024 CDBG Physical Improvements Grant Agreement with New Hope for Families
- M. Resolution 25-148: Approval of Extension of Resolution 22-45 for Construction Inspection Agreement for Hopewell Phase 1 East

- N. Resolution 25-149: Approval of Extension of Resolution 23-42 for Construction Agreement for Hopewell Phase 1 East
- O. Resolution 25-150: Approval of Extension of Resolution 24-55 for Hardware and Camera Installation for Hopewell Phase 1 East

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 Monday, November 17, 2025, at 4:00 p.m. in the Showers City Hall, Kelly Conference Room, 401 North Morton Street, Suite 155, Bloomington, Indiana

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

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Jessica McClellan, City Controller; Jane Kupersmith, Director, Economic & Sustainable Development; Dana Kerr, Assistant City Attorney, Legal Department

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

No other matters were discussed.

The meeting adjourned at 4:55 p.m.

Deborah Myerson, President

John West, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, November 17, 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=15231>

I. ROLL CALL

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

City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development Department (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

Others Present: Dave Askins, B-Square Bulletin

II. READING OF THE MINUTES: John West moved to approve the minutes for November 3, 2025. Sue Sgambelluri seconded the motion. Deborah Myerson abstained from the vote. The motion passed.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the October 31, 2025 claim register for \$474,964.76. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: Randy Cassady moved to approve the October 31, 2025 payroll register for \$60,670.32. Sue Sgambelluri seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report:** Anna Killion-Hanson shared that the Trades District Hotel will be going to Board of Zoning Appeals on Thursday, November 20. Killion-Hanson was available for questions.
- B. Legal Report:** Dana Kerr was available for questions.
- C. Treasurer's Report:** Jessica McClellan was available for questions.
- D. Business Development Update:** Jane Kupersmith was available for questions.

VI. NEW BUSINESS

- A. Resolution 25-133: Rejecting All Bids from First Public Offering for Hopewell East (Blocks 1, 2, and 3).** Dana Kerr presented Resolution 25-133. He explained that the public offering for Blocks 1, 2, and 3 had been published, but the offers received could not be completed due to funding limitations. Kerr recommended that the public offerings be rejected. He noted that staff would begin evaluating alternative options for that area. Kerr was available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-133. John West seconded the motion. The motion passed unanimously.

B. Resolution 25-134: Acknowledgment of Extension of Feasibility Period of the Conveyance Agreement with Alluinn JU Trades District Hotel LLC for Redevelopment Commission Property Located within the Trades District. Anna Killion-Hanson explained that the feasibility period associated with the offer to purchase expired in December. The purchaser is scheduled to go before the Bloomington Common Council this week and is targeting a Plan Commission date in January, which requires additional time. Killion-Hanson noted that the purchaser is exercising the 30-day extension allowed under their offer to purchase. The resolution acknowledges the extension through the end of January 2026. Killion-Hanson was available for questions.

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

Randy Cassady moved to approve Resolution 25-134. John West seconded the motion. The motion passed unanimously.

C. Resolution 25-135: Adoption of the Bloomington Redevelopment Commission's Annual Spending Plan for 2026. Jessica McClellan presented the Bloomington Redevelopment Commissions Annual Spending Plan for 2026. McClellan was available for questions.

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

John West moved to approve Resolution 25-135. Sue Sgambelluri seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 5:14 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: 11-21-2025 (\$414,360.89)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 11-08-2025 to 11-21-2025. 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 11-08-2025 to 11-21-2025, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Signed by:

E9A0FAE19B82413...
Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/08/25 - 11/21/25

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 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394597b	15-PI CDBG CAC public Hearing #11761130	Paid by EFT # 69204		11/11/2025	11/11/2025	11/21/2025		11/21/2025	21.84
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394597c	15-Soc Services CDBG CAC Public Hearing #11761153	Paid by EFT # 69204		11/11/2025	11/11/2025	11/21/2025		11/21/2025	21.84
Account 53320 - Advertising Totals								Invoice Transactions	2	\$43.68
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	3a3eaec04b32	15-CREDIT PO Microsoft 365 Cancellation J. Stong	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	(106.99)
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	(\$106.99)
Program 150500 - Housing Totals								Invoice Transactions	3	(\$63.31)
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1K3L-KCWN-XM7G	15-dry erase markers, post it flags, dry erase spray	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	89.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WV4-YVGY-LHN1	15-Calendars, Heavy Duty Staples	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	69.76
Account 52110 - Office Supplies Totals								Invoice Transactions	2	\$159.75
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QG3-GR1D-CF3T	15- Bankers Boxes, wireless key board & mouse for T. Radewan	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	143.14
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J6M-W6CD-JRM6	15-Case for iPad Steve Tamewitz	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	24.69
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$167.83
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	102088940	15-ICC-Inspector certifications reference materials	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	208.50
Account 53160 - Instruction Totals								Invoice Transactions	1	\$208.50
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-24302	15-250 Business Cards S. Hampton & J. Bettis	Paid by EFT # 69267		11/11/2025	11/11/2025	11/21/2025		11/21/2025	154.16
Account 53310 - Printing Totals								Invoice Transactions	1	\$154.16
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394597	15-BHQA Reg MTG October 21, 2025 Order #11726292	Paid by EFT # 69204		11/11/2025	11/11/2025	11/21/2025		11/21/2025	56.16
Account 53320 - Advertising Totals								Invoice Transactions	1	\$56.16



Board of Redevelopment Commission Claim Register

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Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
2128 - Van Ausdall & Farrar, INC	657362	15-Digitization for Rental Files - May 2025	Paid by EFT # 69372		11/11/2025	11/11/2025	11/21/2025		11/21/2025	10,055.25
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$10,055.25
Program 151600 - Title 16 Totals								Invoice Transactions 8		\$10,801.65
Program 152000 - Historic Preservation										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	66669	15-Courtyard by Marriott-N. Sandweiss-IN Land-Ft Wayne-9/30 -10/3	Paid by Check # 80825		11/11/2025	11/11/2025	11/21/2025		11/21/2025	524.25
Account 53230 - Travel Totals								Invoice Transactions 1		\$524.25
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45093	15-400 Brochures for Walking Tour West Side	Paid by EFT # 69126		11/11/2025	11/11/2025	11/21/2025		11/21/2025	286.80
Account 53310 - Printing Totals								Invoice Transactions 1		\$286.80
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394536A	15-Public Notice for HPC October 23, 2025 Meeting	Paid by EFT # 69204		11/11/2025	11/11/2025	11/21/2025		11/21/2025	43.16
Account 53320 - Advertising Totals								Invoice Transactions 1		\$43.16
Program 152000 - Historic Preservation Totals								Invoice Transactions 3		\$854.21
Department 15 - HAND Totals								Invoice Transactions 14		\$11,592.55
Fund 1101 - General Totals								Invoice Transactions 14		\$11,592.55
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
1481 - Ivy Tech Community College of Indiana	H1102520140201	15-Fall 2025 Lead Risk Assessor Refresher Mike Arnold	Paid by EFT # 69238		11/11/2025	11/11/2025	11/21/2025		11/21/2025	275.00
Account 53160 - Instruction Totals								Invoice Transactions 1		\$275.00
Account 53960 - Grants										
6924 - All Natural Properties	R101-WICKER	15-Security Rent dep. assistance-1405 S 6th St-C Wicker	Paid by Check # 80821		11/11/2025	11/11/2025	11/21/2025		11/21/2025	500.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-102825-1	15-Emergency Repairs, Powell, 2005 S Rogers	Paid by EFT # 69133		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2,500.00
9866 - Casey Winningham	136	Lt22-handicap ramp								
		15-Prospect Hill	Paid by EFT # 69394		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,600.00
		Neighbor Imp grant/Fix 9 monuments Rosehill								
Account 53960 - Grants Totals										Invoice Transactions 3
										\$4,600.00
Account 53990 - Other Services and Charges										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	173L-C6K3-7XJF	15-First Aid kits, Fire extinguishers, scissors, Calculators	Paid by EFT # 69131		11/11/2025	11/11/2025	11/21/2025		11/21/2025	453.32
9091 - Flock Group INC (Flock Safety)	INV-76020	15-Flock safety video and Safety Platform subscription	Paid by EFT # 69199		11/11/2025	11/11/2025	11/21/2025		11/21/2025	81,529.68
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1672	15-Social Media Marketing for the HAND Department - 10/31/2025	Paid by EFT # 69213		11/11/2025	11/11/2025	11/21/2025		11/21/2025	580.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 3
										\$82,563.00
Program 150000 - Main Totals										Invoice Transactions 7
										\$87,438.00
Department 15 - HAND Totals										Invoice Transactions 7
										\$87,438.00
Fund 2209 - LIT - Economic Development Totals										Invoice Transactions 7
										\$87,438.00
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
7528 - HealthNet INC	ARPA-10.22.2025	15-ARPA Funding for HealthNet INC Feb-Sept 2025 Expenses	Paid by EFT # 69218		11/11/2025	11/11/2025	11/21/2025		11/21/2025	51,054.99
230 - South Central Community Action Program INC	ARPA-10.22.2025	15-ARPA MOU Funding Agreement with SCCAP Sept 2025 Expenses	Paid by EFT # 69337		11/11/2025	11/11/2025	11/21/2025		11/21/2025	17,050.60
Account 53960 - Grants Totals										Invoice Transactions 2
										\$68,105.59
Program G21005 - ARPA COVID Local Fiscal Recovery Totals										Invoice Transactions 2
										\$68,105.59
Department 15 - HAND Totals										Invoice Transactions 2
										\$68,105.59
Fund 2402 - ARP COVID Local Fiscal Recovery Totals										Invoice Transactions 2
										\$68,105.59



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/08/25 - 11/21/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
8655 - Benevate INC (Neighborly Software)	Inv14129	15-Add-On-1 Annual license 10/29/2025 to 3/29/2026	Paid by EFT # 309		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,260.00
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007394597D	15-public notice for 10/8 Order #11728826	Paid by EFT # 310		11/11/2025	11/11/2025	11/21/2025		11/21/2025	85.80
9768 - KOHR BHA, LPA	HOME- 11.3.25	15-HOME-Affordable Housing Construction Projects-App #7 BCM, LL	Paid by EFT # 311		11/11/2025	11/11/2025	11/21/2025		11/21/2025	132,346.65
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$133,692.45
Program 150000 - Main Totals							Invoice Transactions	3		\$133,692.45
Department 15 - HAND Totals							Invoice Transactions	3		\$133,692.45
Fund 2404 - HOME Totals							Invoice Transactions	3		\$133,692.45
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
686 - Habitat For Humanity of Monroe County INC	JH25-11.3.25	15-JH25-salaries 9/21-10/18/25-Voucher #258-FINAL	Paid by EFT # 69211		11/11/2025	11/11/2025	11/21/2025		11/21/2025	4,366.45
2942 - People & Animal Learning Services, INC	10208	15-JH25-adult group Horsemanship lessons 10/2-10/21/25	Paid by EFT # 69298		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2,400.00
2942 - People & Animal Learning Services, INC	10157	15-JH25-adult group Horsemanship lessons 9/4/25	Paid by EFT # 69298		11/11/2025	11/11/2025	11/21/2025		11/21/2025	400.00
2942 - People & Animal Learning Services, INC	10273	15-JH25-adult group Horsemanship lessons 8/28/25	Paid by EFT # 69298		11/11/2025	11/11/2025	11/21/2025		11/21/2025	400.00
7014 - Society of St. Vincent De Paul, Archdiocesan INC.	JH25-10.31.25	15-JH Grant-utility assistance-13 clients-Inv #7-REMAINING	Paid by EFT # 69336		11/11/2025	11/11/2025	11/21/2025		11/21/2025	3,276.39
Account 53960 - Grants Totals							Invoice Transactions	5		\$10,842.84
Program 050000 - Main Totals							Invoice Transactions	5		\$10,842.84
Department 05 - Common Council Totals							Invoice Transactions	5		\$10,842.84
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions	5		\$10,842.84
Fund 2519 - RDC										



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW31521	15-Showers W-Ste 101, 101B, Mechanical Rm/fitness Ctr-7/31	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	4,914.02
321 - Harrell Fish, INC (HFI)	ZW24799	15-Showers West Ste 120 (Fitness Ctr) water fountain repair-3/26	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,118.53
321 - Harrell Fish, INC (HFI)	ZW31525	15-Showers W Ste 213 HVAC leak repair-7/21	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	805.50
321 - Harrell Fish, INC (HFI)	ZW31702	15-Showers W Ste 200 Heat Pump Plumbing Trap repair-7/24	Paid by EFT # 69214		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2,450.83
9300 - Huston Electric Holding CORP (Cassady Electric)	W13862	15-Replace disconnect wiring in Elevator-Showers West-8/25	Paid by EFT # 69228		11/11/2025	11/11/2025	11/21/2025		11/21/2025	210.00
6255 - Indy Fitness Tech, LLC (Fitness Fixx)	33310	15-Fitness center service to gym machines-Showers West-10/20	Paid by EFT # 69235		11/11/2025	11/11/2025	11/21/2025		11/21/2025	355.00
5648 - Reedy Financial Group, PC	13270	15-Due Diligence-714 S Rogers-Summit Project - Oct 25	Paid by EFT # 69316		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,188.45
5648 - Reedy Financial Group, PC	13266	15-Due Diligence-Convention Center Hotel Project-Oct 25	Paid by EFT # 69316		11/11/2025	11/11/2025	11/21/2025		11/21/2025	408.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285876	15-Janitorial services for 222 S College Ave - October 2025	Paid by EFT # 69341		11/11/2025	11/11/2025	11/21/2025		11/21/2025	397.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285888	15-Janitorial Services 5x's per week-Showers West - Oct 25	Paid by EFT # 69341		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,648.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-285905	15-Cleaning Services for Space leased to ESNET - October 2025	Paid by EFT # 69341		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,225.00
5900 - VET Environmental Engineering, LLC	8742	15-Mold Sampling at 714 S Rogers Street 9-11-25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	2,176.30
5900 - VET Environmental Engineering, LLC	8902	15-SMP Oversight for Portion of Jackson St Const 10/23-10/29/25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,269.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/08/25 - 11/21/25

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										
5900 - VET Environmental Engineering, LLC	8829	15-Environmental Assessment Trades District Garage-10/13/25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	1,304.93
5900 - VET Environmental Engineering, LLC	8845	15-SMP Oversight-Portion of Jackson St Const 10/04-10/15	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	886.75
5900 - VET Environmental Engineering, LLC	8876	15-Due Diligence for Convention Center Host-Hotel-9/9-9/24/25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	257.32
5900 - VET Environmental Engineering, LLC	8860	15-SMP Oversight-Portion of Jackson St Const 10/16-10/25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	903.53
223 - Duke Energy	9101205761751025	15-College Sq-202 S College-elec. bill 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	144.50
223 - Duke Energy	9101205758431025	15-College Sq-200 S. College Ave-elec. chgs 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	52.92
223 - Duke Energy	9101205752311025	15-College Sq-216 S. College-elec chgs 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	120.91
223 - Duke Energy	9101205760181025	15-College Sq-222 S College Ave-Office-elec bill 9/26-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	264.16
223 - Duke Energy	9101205753641025	15-College Sq-204 S. College Ave-electric bill 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	285.55
223 - Duke Energy	9101205763991025	15-College Sq-210 S. College Ave-elec. chgs 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	299.07
223 - Duke Energy	9101205756791025	15-College Sq-222 S College Ave-Atrium-elecserv 9/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	301.65
223 - Duke Energy	9101205750331025	15-College Sq-226 S. College Ave-elec chgs 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	434.35
223 - Duke Energy	9101205762901025	15-College Sq-208 S. College-elec. bill 09/26/25-10/28/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	446.99



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/08/25 - 11/21/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101773802191025	15-714 S Rogers St.-Hopewell-elec bill-09/25/25-10/27/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	988.29
223 - Duke Energy	9101205760681025	15-Trades District-Outdoor Lighting-elec chgs 09/17/25-10/16/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	28.27
223 - Duke Energy	9101205749171025	15-489 10th St W. ESNET-elec. chgs 09/20/25-10/21/25	Paid by Check # 80814		11/12/2025	11/12/2025	11/12/2025		11/12/2025	568.67
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3100725	15-627 N Morton-gas bill 09/03/25-10/01/25	Paid by Check # 80817		11/12/2025	11/12/2025	11/12/2025		11/12/2025	19.67
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5100725	15-489 W. 10th St-Unit #1-gas bill 09/03/25-10/01/25	Paid by Check # 80817		11/12/2025	11/12/2025	11/12/2025		11/12/2025	48.77
208 - City Of Bloomington Utilities	14660-0041025	15-College Sq-216 S. College-water/sewer bill-October 2025	Edit		11/19/2025	11/19/2025	11/19/2025			149.50
208 - City Of Bloomington Utilities	17199-0021025	15-College Sq-206 S. College-water/sewer bill-October 2025	Edit		11/19/2025	11/19/2025	11/19/2025			184.45
208 - City Of Bloomington Utilities	35277-0021025	15-Showers West -320 W. 8th St water/sewer - October 2025	Edit		11/19/2025	11/19/2025	11/19/2025			710.25
223 - Duke Energy	9101397672041125	15-Showers W-320 E 8th St-elec chgs-10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			7,614.52
223 - Duke Energy	9101229908841125	15-Hopewell-W 2nd St-elec chgs-10/03/25-11/04/25	Edit		11/19/2025	11/19/2025	11/19/2025			31.38
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0110725	15-College Sq-216 S. College-gas bill 10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			98.53
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2110725	15-College Sq-200 S. College-gas bill 10/02/25-11/03/25	Edit		11/19/2025	11/19/2025	11/19/2025			49.19
Account 53990 - Other Services and Charges Totals							Invoice Transactions	38		\$34,360.75
Program 150000 - Main Totals							Invoice Transactions	38		\$34,360.75
Department 15 - HAND Totals							Invoice Transactions	38		\$34,360.75
Fund 2519 - RDC Totals							Invoice Transactions	38		\$34,360.75



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/08/25 - 11/21/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
9526 - Boonyama LLC	16	04-Hopewell Commons-PH 2 complete fabrication	Paid by EFT # 69151		11/11/2025	11/11/2025	11/21/2025		11/21/2025	40,000.00
5534 - Presidio Holdings, INC	6013524008518	15-RES 42-55, Hopewell East IT Infrastructure 10-7-24	Paid by EFT # 69306		11/11/2025	11/11/2025	11/21/2025		11/21/2025	5,095.23
5534 - Presidio Holdings, INC	6013524009472	15-RES 42-55, Hopewell East IT Infrastructure 11-7-24	Paid by EFT # 69306		11/11/2025	11/11/2025	11/21/2025		11/21/2025	8,311.43
5534 - Presidio Holdings, INC	6013524009118	15-RES 42-55, Hopewell East IT Infrastructure 10-30-24	Paid by EFT # 69306		11/11/2025	11/11/2025	11/21/2025		11/21/2025	5,892.95
5534 - Presidio Holdings, INC	6013524009331	15-RES 42-55, Hopewell East IT Infrastructure 11-4-24	Paid by EFT # 69306		11/11/2025	11/11/2025	11/21/2025		11/21/2025	164.21
5534 - Presidio Holdings, INC	6011825900468	15 - RES 42-55, Hopewell East IT Infrastructure 2-18-25	Paid by EFT # 69306		11/11/2025	11/11/2025	11/21/2025		11/21/2025	581.00
5900 - VET Environmental Engineering, LLC	8874	15-Hopewell West Contamination Cleanup 9/3/25-10/28/25	Paid by EFT # 69376		11/11/2025	11/11/2025	11/21/2025		11/21/2025	8,283.89
Account 53990 - Other Services and Charges Totals							Invoice Transactions	7		\$68,328.71
Program 159001 - Adams Crossing Area Totals							Invoice Transactions	7		\$68,328.71
Department 15 - HAND Totals							Invoice Transactions	7		\$68,328.71
Fund 4445 - Consolidated TIF Totals							Invoice Transactions	7		\$68,328.71
Grand Totals							Invoice Transactions	76		\$414,360.89

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/21/25	Claims				\$414,360.89
					<u>\$414,360.89</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 \$414,360.89

Dated this 17th day of Nov year of 2025.

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

Fiscal Office Cheryl Sullivan



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

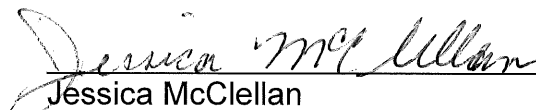
CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: November 14, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 10/27/2025 to 11/09/2025. 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 11/14/25 - 11/14/25

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	11/14/2025	2,790.07		.00	307.38	173.48	40.57	79.78	56.91	141.41	1,990.54
			.00	.00	2,697.88	2,797.88	2,797.88	2,697.88	2,697.88		
		\$2,790.07	\$0.00	\$0.00	\$307.38	\$173.48	\$40.57	\$79.78	\$56.91	\$141.41	\$1,990.54
3954 Bettis, Jeremy	11/14/2025	2,936.42		.00	323.47	182.06	42.58	88.09	62.84	.00	2,237.38
			.00	.00	2,936.42	2,936.42	2,936.42	2,936.42	2,936.42		
		\$2,936.42	\$0.00	\$0.00	\$323.47	\$182.06	\$42.58	\$88.09	\$62.84	\$0.00	\$2,237.38
10000 Bixler, Daniel R 2594	11/14/2025	2,105.28		.00	187.06	126.89	29.68	60.25	42.98	95.63	1,562.79
			.00	.00	2,046.79	2,046.79	2,046.79	2,046.79	2,046.79		
		\$2,105.28	\$0.00	\$0.00	\$187.06	\$126.89	\$29.68	\$60.25	\$42.98	\$95.63	\$1,562.79
2972 Caswell, Tammy M	11/14/2025	2,951.77		.00	401.24	181.58	42.47	87.41	62.64	97.12	2,079.31
			.00	.00	2,913.69	2,928.69	2,928.69	2,913.69	2,913.69		
		\$2,951.77	\$0.00	\$0.00	\$401.24	\$181.58	\$42.47	\$87.41	\$62.64	\$97.12	\$2,079.31
10000 Collins, Barry 0111	11/14/2025	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	11/14/2025	2,468.16		.00	189.83	152.67	35.71	70.62	50.38	100.09	1,868.86
			.00	.00	2,392.47	2,462.47	2,462.47	2,392.47	2,392.47		
		\$2,468.16	\$0.00	\$0.00	\$189.83	\$152.67	\$35.71	\$70.62	\$50.38	\$100.09	\$1,868.86
10000 Finley, Christina L 0187	11/14/2025	4,242.42		.00	666.15	258.74	60.51	123.74	89.09	119.23	2,924.96
			.00	.00	4,163.28	4,173.28	4,173.28	4,163.28	4,163.28		
		\$4,242.42	\$0.00	\$0.00	\$666.15	\$258.74	\$60.51	\$123.74	\$89.09	\$119.23	\$2,924.96
3955 Hampton, Sean R	11/14/2025	2,146.23		.00	100.74	133.07	31.12	64.39	45.93	.00	1,770.98
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$100.74	\$133.07	\$31.12	\$64.39	\$45.93	\$0.00	\$1,770.98
2393 Hayes, Chastina J	11/14/2025	2,790.08		.00	253.85	172.62	40.38	82.77	48.28	47.27	2,144.91
			.00	.00	2,759.01	2,784.01	2,784.01	2,759.01	2,759.01		
		\$2,790.08	\$0.00	\$0.00	\$253.85	\$172.62	\$40.38	\$82.77	\$48.28	\$47.27	\$2,144.91
			\$0.00	\$0.00	\$2,759.01	\$2,784.01	\$2,784.01	\$2,759.01	\$2,759.01		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/14/25 - 11/14/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	11/14/2025	2,024.04		.00	165.56	125.44	29.34	60.70	43.30	36.78	1,562.92
			.00	.00	2,023.24	2,023.24	2,023.24	2,023.24	2,023.24		
		\$2,024.04	\$0.00	\$0.00	\$165.56	\$125.44	\$29.34	\$60.70	\$43.30	\$36.78	\$1,562.92
3183 Hyten LaFontaine, Stephanie L	11/14/2025	3,817.31		.00	259.41	236.50	55.30	68.28	48.71	2,002.84	1,146.27
			.00	.00	2,314.47	3,814.47	3,814.47	2,314.47	2,314.47		
		\$3,817.31	\$0.00	\$0.00	\$259.41	\$236.50	\$55.30	\$68.28	\$48.71	\$2,002.84	\$1,146.27
3306 Killion-Hanson, Anna	11/14/2025	4,666.00		.00	325.02	288.69	67.52	139.69	99.64	9.72	3,735.72
			.00	.00	4,656.28	4,656.28	4,656.28	4,656.28	4,656.28		
		\$4,666.00	\$0.00	\$0.00	\$325.02	\$288.69	\$67.52	\$139.69	\$99.64	\$9.72	\$3,735.72
1516 Liford, Kenneth T	11/14/2025	2,790.08		.00	233.94	172.98	40.45	82.80	59.07	46.60	2,154.24
			.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	\$172.98	\$40.45	\$82.80	\$59.07	\$46.60	\$2,154.24
2557 Radewan, Tonda L	11/14/2025	2,105.27		.00	172.87	130.15	30.44	61.37	43.78	21.07	1,645.59
			.00	.00	2,084.20	2,099.20	2,099.20	2,084.20	2,084.20		
		\$2,105.27	\$0.00	\$0.00	\$172.87	\$130.15	\$30.44	\$61.37	\$43.78	\$21.07	\$1,645.59
1378 Sandweiss, Noah S	11/14/2025	3,156.61		.00	445.87	196.04	45.85	93.71	66.84	312.99	1,995.31
			.00	.00	3,161.99	3,161.99	3,161.99	3,161.99	3,161.99		
		\$3,156.61	\$0.00	\$0.00	\$445.87	\$196.04	\$45.85	\$93.71	\$66.84	\$312.99	\$1,995.31
10000 Stong, Mary J 0471	11/14/2025	2,790.07		.00	337.01	166.93	39.05	80.02	57.08	272.10	1,837.88
			.00	.00	2,667.19	2,692.19	2,692.19	2,667.19	2,667.19		
		\$2,790.07	\$0.00	\$0.00	\$337.01	\$166.93	\$39.05	\$80.02	\$57.08	\$272.10	\$1,837.88
504 Swinney, Matthew P	11/14/2025	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	11/14/2025	2,790.08		.00	329.86	172.99	40.46	79.04	56.38	155.39	1,955.96
			.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	\$172.99	\$40.46	\$79.04	\$56.38	\$155.39	\$1,955.96
			\$0.00	\$0.00	\$2,634.69	\$2,790.08	\$2,790.08	\$2,634.69	\$2,634.69		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/14/25 - 11/14/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	11/14/2025	3,817.31		.00	297.67	233.20	54.53	111.68	78.02	64.07	2,978.14
			.00	.00	3,761.24	3,761.24	3,761.24	3,761.24	3,761.24		
		\$3,817.31		\$0.00	\$297.67	\$233.20	\$54.53	\$111.68	\$78.02	\$64.07	\$2,978.14
			\$0.00	\$0.00	\$3,761.24	\$3,761.24	\$3,761.24	\$3,761.24	\$3,761.24		
2305 Van Rooy, Angela L	11/14/2025	4,159.73		.00	352.05	257.91	60.32	117.29	83.67	299.15	2,989.34
			.00	.00	3,909.73	4,159.73	4,159.73	3,909.73	3,909.73		
		\$4,159.73		\$0.00	\$352.05	\$257.91	\$60.32	\$117.29	\$83.67	\$299.15	\$2,989.34
			\$0.00	\$0.00	\$3,909.73	\$4,159.73	\$4,159.73	\$3,909.73	\$3,909.73		
728 Wright, Edward E	11/14/2025	2,105.27		.00	201.02	123.86	28.97	59.93	34.96	139.80	1,516.73
			.00	.00	1,997.77	1,997.77	1,997.77	1,997.77	1,997.77		
		\$2,105.27		\$0.00	\$201.02	\$123.86	\$28.97	\$59.93	\$34.96	\$139.80	\$1,516.73
			\$0.00	\$0.00	\$1,997.77	\$1,997.77	\$1,997.77	\$1,997.77	\$1,997.77		
HAND - Housing & Neighborhood Dev		\$62,269.51		\$0.00	\$6,462.55	\$3,834.66	\$896.84	\$1,779.91	\$1,243.57	\$4,005.60	\$44,046.38
			\$0.00	\$0.00	\$59,638.42	\$61,848.81	\$61,848.81	\$59,638.42	\$59,638.42		
Grand Totals		\$62,269.51		\$0.00	\$6,462.55	\$3,834.66	\$896.84	\$1,779.91	\$1,243.57	\$4,005.60	\$44,046.38
			\$0.00	\$0.00	\$59,638.42	\$61,848.81	\$61,848.81	\$59,638.42	\$59,638.42		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/14/2025	Payroll				62,269.51
					<u>62,269.51</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 \$ 62,269.51

Dated this ____ day of _____ year of 20____.

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

Fiscal Officer _____

**25-136
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**SUPPORTING THE
CONVENTION CENTER HOST HOTEL ON THE
COLLEGE SQUARE PROPERTY**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) acquired Real Estate located at 216 South College Avenue in Bloomington, Indiana, (commonly known as “College Square”) under Resolutions 19-34 and 23-25;
- WHEREAS, the Bloomington Convention Center is located immediately across Third Street from the RDC’s Real Estate;
- WHEREAS, the Bloomington Convention Center is undergoing a major expansion to the east, across South College Avenue;
- WHEREAS, the expansion of the Bloomington Convention Center will attract large events that will require nearby accommodations of which there is an insufficient inventory in the immediate area;
- WHEREAS, the Monroe County Capital Improvement Board has determined that a host hotel is needed to compliment an expanded Bloomington Convention Center;
- WHEREAS, by Resolution 25-46, the RDC approved the undertaking of investigations and due diligence for use of College Square as a host hotel in the amount not to exceed of One Hundred Thousand Dollars (\$100,000.00), which activities are ongoing;
- WHEREAS, by Resolution 25-62, the RDC authorized the use of RDC funds for the preliminary architectural design of the host hotel in the amount not to exceed of Three Hundred Thousand Dollars (\$300,000.00), which funds are still available;
- WHEREAS, the Bloomington Convention Center expansion has commenced and expediency is necessary as a host hotel project will be completed after the Bloomington Convention Center expansion is completed and that gap of time should be as minimal as possible due to the demand for accommodations exceeding the inventory;
- WHEREAS, the RDC realizes that further incentives will be necessary to bring a host hotel to the College Square property;

WHEREAS, the RDC continues to strongly support the proposition of the construction of a host hotel at the RDC's College Square property and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public's best interest and will further economic development in the City of Bloomington; and,

WHEREAS, in addition to the incentives already mentioned above, the RDC has determined that the real estate at College Square necessary for the host hotel would be made available, in some form, to the host hotel project at no or nominal costs to the project.

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

1. The Bloomington Redevelopment Commission continues to strongly support the proposition of the construction of a host hotel at the RDC's College Square property and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public's best interest and will further economic development in the City of Bloomington.
2. The Bloomington Redevelopment Commission hereby reaffirms the commitments it has made to the host hotel project in RDC Resolution 25-46 in the amount not to exceed of One Hundred Thousand Dollars (\$100,000.00) for investigations and due diligence and in RDC Resolution 25-62 in the amount not to exceed of Three Hundred Thousand Dollars (\$300,000.00) for preliminary architectural design.
3. The Bloomington Redevelopment Commission hereby provides notice of its further commitment to the host hotel project by making the real estate at College Square necessary for the host hotel available, in some form, to the host hotel project at no or nominal costs to the project.
4. The Bloomington Redevelopment Commission hereby authorizes City Staff to perform all actions necessary to effectuate the purposes of this resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**25-137
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF EXTENSION OF RESOLUTION 22-18 FOR CONSTRUCTION INSPECTION
AGREEMENT FOR IMPROVEMENTS ALONG 17TH STREET
BETWEEN MONROE STREET AND GRANT STREET**

WHEREAS, in Resolution 17-52, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a project review form for improvements along 17th Street; and

WHEREAS, as part of a federally funded project, the scope of the project changed to include multimodal improvements along 17th Street between Monroe and Grant Streets (“Project”); and

WHEREAS, in Resolution 22-11, the RDC approved the construction inspection agreement for the Project with VS Engineering, Inc. for an amount not to exceed \$364,900.00 (“Agreement”); and

WHEREAS, the construction contract for the Project was subsequently divided into two parts: a federally funded portion from Monroe to Walnut Streets and a locally funded portion from Walnut to Grant Streets; and

WHEREAS, as a result of the division of the Project, the RDC approved an amendment to the Agreement in Resolution 22-18 to cover the federally funded portion of the Project reducing the cost of services by \$60,500 for a total amount not to exceed \$304,400.00; and

WHEREAS, the authorizations provided by the RDC under Resolution 22-18 expired on December 31, 2023; and

WHEREAS, final construction records and a final change order are still under review by the Indiana Department of Transportation and VS Engineering; and

WHEREAS, staff is requesting an extension of Resolution 22-18 to December 31, 2026 in order to cover active contracts during the close-out period of the Project; and

WHEREAS, the funding authorized under Resolution 22-18 remains the same.

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

1. The RDC finds that the Project has a valid public purpose, and approves the Project.

2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby approves an extension of Resolution 22-18 in order to cover active contracts during the close-out period of the Project.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**25-138
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF EXTENSION OF RESOLUTION 24-34 FOR AGREEMENT WITH CSX FOR
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT FOR RAILROAD FLAGGING**

- WHEREAS, in Resolution 19-91 the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form for an extension of the B-Line Trail to a new multi-use path on 17th Street and improvement of the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, part of the Project includes a trail that will be constructed adjacent to railroad tracks owned by CSX Transportation; and
- WHEREAS, in Resolution 23-50, the RDC approved an agreement with CSX (“Agreement”) for inspection and flagging services (“Services”) for a total amount not to exceed \$47,300.00; and
- WHEREAS, in Resolution 24-34, the RDC approved additional \$75,000.00 for the Services for a total amount not to exceed \$122,300.00; and
- WHEREAS, the authorizations provided by the RDC under Resolution 24-34 expired on May 31, 2025; and
- WHEREAS, due to unforeseen environmental factors the Project construction has been delayed and invoices covered by the Agreement are still forthcoming; and
- WHEREAS, staff is requesting an extension of Resolution 24-34 to December 31, 2026 in order to cover expenses under the Agreement; and
- WHEREAS, the funding authorized under Resolution 24-34 remains the same.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC hereby approves an extension of Resolution 24-34 in order to cover forthcoming expenses under the Agreement.
3. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-139
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF EXTENSION OF RESOLUTION 25-50 FOR CONSTRUCTION
ENGINEERING CONTRACT FOR
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT

- WHEREAS, in Resolution 19-91 the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form for an extension of the B-Line Trail to a new multi-use path on 17th Street and improvement of the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, in Resolution 22-52, the RDC approved an agreement with Crossroad Engineers to provide construction engineering services (“Services”) for an amount not to exceed \$257,410.00 (“Agreement”); and
- WHEREAS, in Resolution 25-50, the RDC approved adding additional work and labor hours to the Agreement in the amount of \$40,000.00, for a total not to exceed amount of \$297,410.00 for the completion of the Project; and
- WHEREAS, the authorizations provided by the RDC under Resolution 25-50 will expire on December 31, 2025; and
- WHEREAS, due to unforeseen environmental factors the Project construction has been delayed and invoices covered by the Agreement are still forthcoming; and
- WHEREAS, staff is requesting an extension of Resolution 25-50 to December 31, 2026 in order to cover expenses under the Agreement; and
- WHEREAS, the funding authorized under Resolution 25-50 remains the same.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC hereby approves an extension of Resolution 25-50 in order to cover forthcoming expenses under the Agreement.
3. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-140
RESOLUTION OF THE
REDEVELOPMENT COMMISSION OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF RENT CREDIT FOR DIMENSION MILL, INC.

WHEREAS, via RDC Resolution 18-66 the RDC approved a lease with the Dimension Mill Inc for the property located at 642 North Madison Street;

WHEREAS, via RDC Resolution 23-111 the RDC approved the extension of the Mill's Lease to a second term;

WHEREAS, the total value of the rent payment for 2025 is \$104,040.00;

WHEREAS, the part of the building known as the Event Hall was unusable for 122 days;

WHEREAS, the Event Hall represents 19% of the total 18,563 useable square footage of the building;

WHEREAS, under Recital 4., the lease establishes what should happen if the Tenant were required to fund a repair directly, but it doesn't address what should happen if the space or part of the space were to be offline for an extended period of time;

WHEREAS, the value of the rent of the Event Hall during the period it was offline is Six Thousand Six Hundred Fifty-Seven Dollars and Eighty-Nine Cents (\$6,657.89); and,

WHEREAS, the RDC believes that it is appropriate to provide a rent credit to Dimension Mill, Inc. for the time period the Event hall could not be utilized.

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

1. The Bloomington Redevelopment Commission hereby approves a rent credit in the amount of Six Thousand Six Hundred Fifty-Seven Dollars and Eighty-Nine Cents (\$6,657.89) to Dimension Mill, Inc. for the time period the Event Hall could not be utilized.
2. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 14, 2025
RE: Agreement with Adaptive Commons for Hopewell West, Block 4, Design

Contract Recipient/Vendor Name:	Adaptive Commons
Department Head Initials of Approval:	
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>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1043
RDC Resolution Number (If Applicable):	25-141
Due Date For Signature:	ASAP
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	NTE \$125,200.00
Funding Source:	4445-15-159001-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

Adaptive Commons will prepare a master design for Hopewell West, Block 4.

25-141
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH
ADAPTIVE COMMONS FOR
COMPREHENSIVE AND COORDINATED DESIGN OF
HOPEWELL WEST BLOCK 4

WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;

WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;

WHEREAS, in Resolution 23-51, the RDC approved an agreement for a Condition Assessment and Study of the Hopewell Parking Garage;

WHEREAS, City Staff has negotiated with Adaptive Commons for a comprehensive and coordinated design of Block 4, known on the Secondary Plat as Hopewell West Lots 4 through 11;

WHEREAS, Adaptive Commons appears to be well suited to perform the services outlined in Attachment 1 for a not to exceed fee of One Hundred Twenty-Five Thousand Two Hundred Dollars (\$125,200.00); and,

WHEREAS, the RDC has determined that the payment for such services is an appropriate use of TIF funds and will further the public’s best interests and redevelopment of Hopewell West.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell West Block 4 Project.
2. The Bloomington Redevelopment Commission finds that the proposal by Adaptive

Commons, in an amount not to exceed One Hundred Twenty-Five Thousand Two Hundred Dollars (\$125,200.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.

3. The Bloomington Redevelopment Commission finds that the agreement with Adaptive Commons in Attachment 1 will further the public's best interests and redevelopment of Hopewell West and is hereby approved.
4. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities 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
ADAPTIVE COMMONS
FOR
COMPREHENSIVE AND COORDINATED DESIGN OF
HOPEWELL WEST BLOCK 4**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Adaptive Commons (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.
3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Twenty-Five Thousand Two Hundred Dollars (\$125,200.00). 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. **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.
9. **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.

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

11. 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.

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the 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.

- 13. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 14. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 15. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not

contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 16. Assignment.** Neither the 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.
- 17. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- 18. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- 19. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the 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.
- 20. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the 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"**.
- 21. 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.

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

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

TO RDC:	TO CONTRACTOR:
Bloomington Redevelopment Commission	Adaptive Commons
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Derwin Sisnett, Founder & CEO
401 North Morton Street, Suite 130	2829 11 th Avenue
Bloomington, Indiana 47404	Oakland, California 94610

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

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

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

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of 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.

25. Living Wage Ordinance. [This Section Intentionally Left Blank]

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

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

Signatures on the following page.

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Adaptive Commons
BY:

Signature

Printed

Date

EXHIBIT “A”

SCOPE OF WORK

The Services shall include those as attached hereto.

AdaptiveCommons

Hopewell Block 4

Pre-Development Scope of Work

October 2025

Adaptive Commons

www.adaptivecommons.com

Adaptive Commons believes that accessing housing that is livable, affordable, sustainable, and resilient represents a human right. We disrupt traditional systems of capital allocation and transform underutilized municipal spaces into housing that is affordable for the local workforce. We invest in civic spaces for civic good, and the returns are bigger than capital.

Our leadership applies the combined experience of five decades of innovation in real estate, investing, and public policy. We are change agents committed to supporting the essential workforce, investing in underutilized spaces through adaptive reuse, and driving community impact at a national scale.

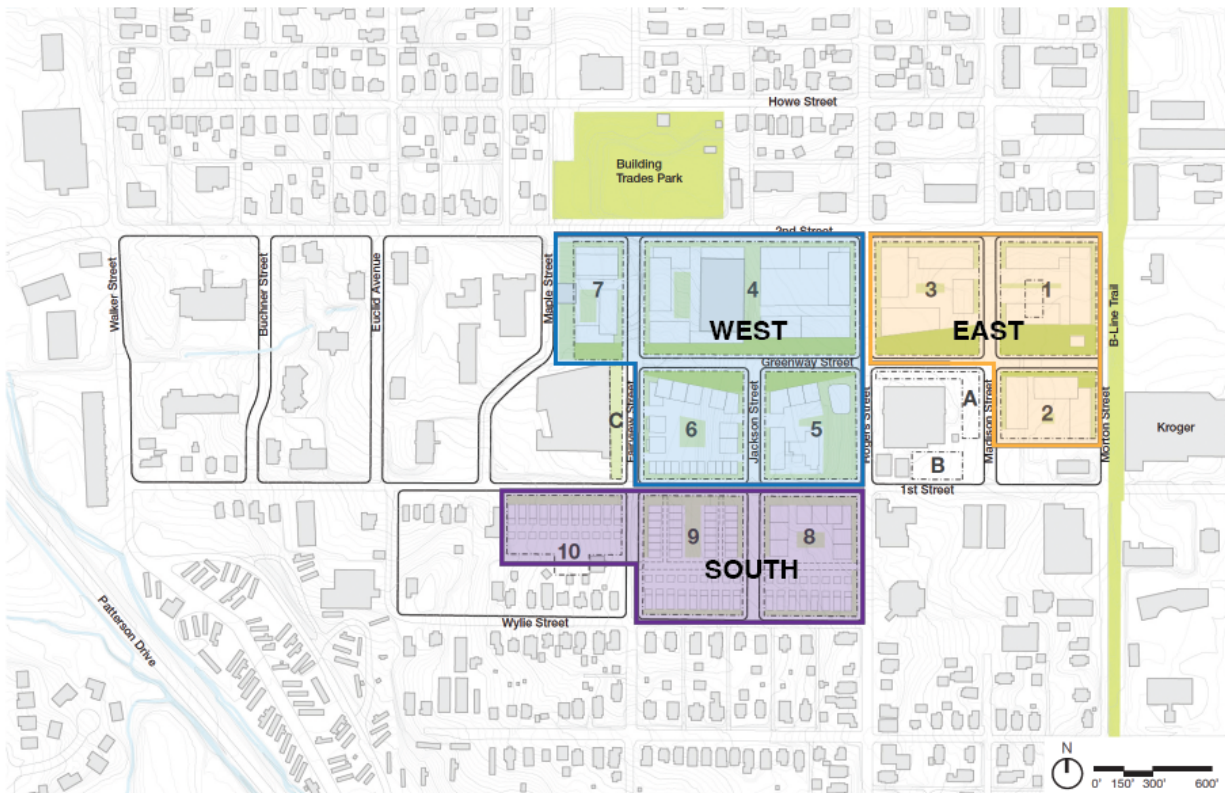
Project summary

The City of Bloomington is leading the transformation of Hopewell into a vibrant and inclusive neighborhood that prioritizes housing affordability, sustainability, and community connection. Over the past several years, the City has engaged several public forums, published a comprehensive Master Plan (2021), and invested in horizontal infrastructural development across the site. In the coming years, redevelopment of the 24-acre former hospital site will deliver over 800 new homes, introduce new green space along the B-Line Trail and across from Buildings Trades Park, restitch the city's street grid, and create a vibrant new neighborhood adjacent to Bloomington's downtown.

The site has been divided into three portions:

- Hopewell East: Blocks 1 – 3 (5.4 acres)
- Hopewell West: Blocks 4 – 7 (9.2 acres)
- Hopewell South: Blocks 8 –10 (5.6 acres)

Pre-development work for Hopewell South has been contracted to Flintlock LAB which includes a partial UDO analysis, detailed site planning, and the design of a catalog of pre-approved plans for a mix of low- to mid-density housing typologies. Hopewell East and Hopewell West present the opportunity to further increase housing density, incorporate existing structures through adaptive reuse, and introduce a variety of uses that attract young professionals—creating a complete, vibrant, and attainable neighborhood that Bloomingtonians are proud to call home.

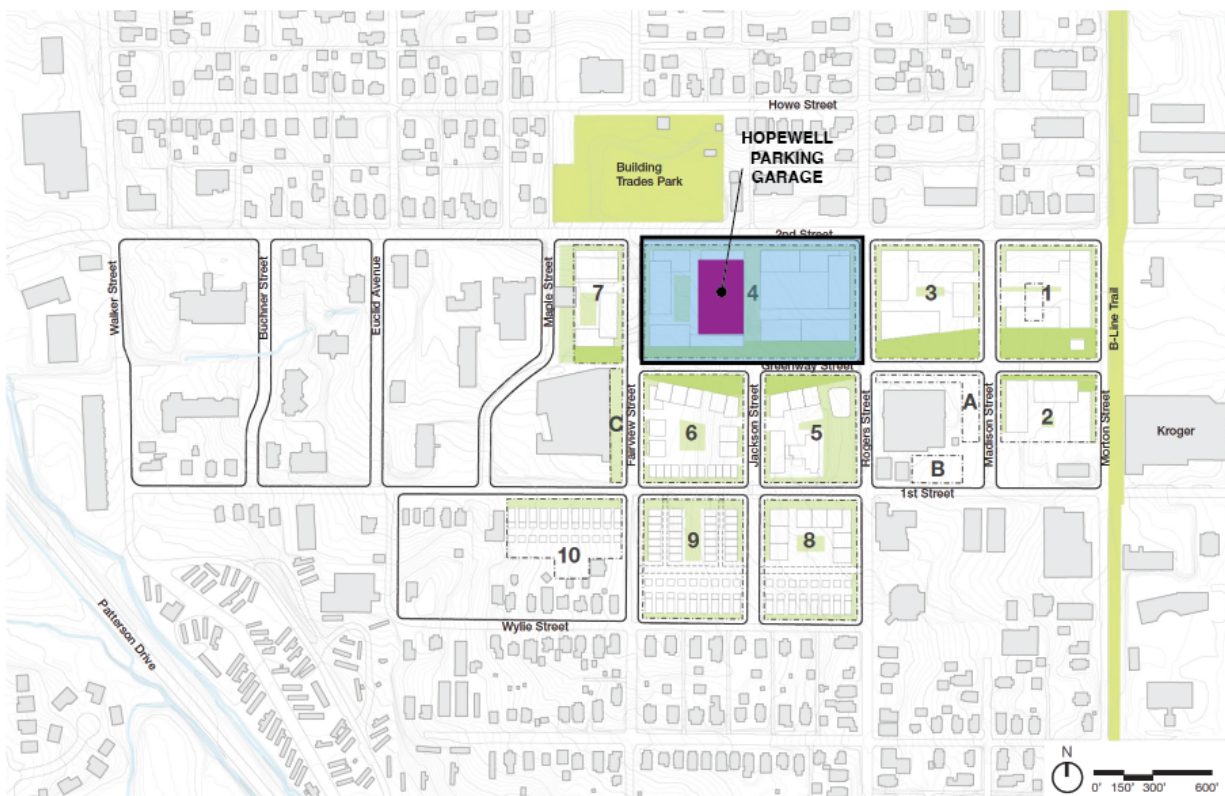


Hopewell East, West & South Portions

Proposal Overview

We see the redevelopment of Hopewell as a multi-phase, multi-year project in which Adaptive Commons is excited to engage with the City of Bloomington and local partners, including Flintlock LAB, throughout the planning, predevelopment, and development process across the site.

To complement predevelopment work at Hopewell South and incorporate the existing parking garage along 2nd street, we see planning and predevelopment for Block 4 within Hopewell West as the next logical step to creating a sense of place at Hopewell. The following outlines our proposed scope of work for predevelopment for Hopewell's Block 4 including a feasibility analysis, detailed site plan, programmatic proposal, conceptual development strategy, and financing plan for this 4.3-acre portion of the site.



Hopewell Block 4 (with existing parking garage)

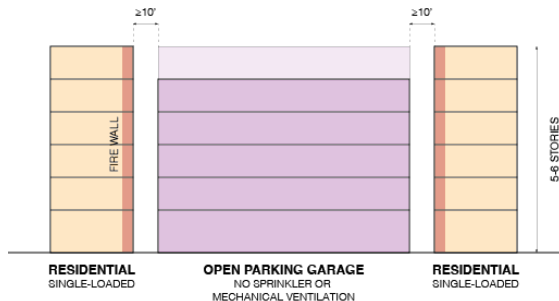
Scope of Work¹

Research & Due Diligence (3 months)

- Collect and review existing site recommendations, data, and land planning documentation (Public Forums responses, 2021 Master Plan, Hopewell West secondary plat, infrastructural development, etc.) for Hopewell West
- Analyze site conditions, horizontal infrastructure in place, development progress across the entire redevelopment site, and surrounding neighborhood context
- Assess existing homeownership and condominium models in Bloomington and region and identify potential partnerships to enable ownership models at Hopewell for a variety of housing typologies
- Engage with Office of the Mayor, Monroe County Community Schools (MCCSC), Flintlock LAB, local development partners, prominent local employers, community members, and additional key stakeholders

Pre-Development & Planning (6 months)

- Collaborate with City to update key programmatic elements and establish updated goals for total number of housing units, unit mix, apartment and condominium mix, and affordability for Hopewell's Block 4
- Evaluate structural analysis and recommendations from the Hopewell Parking Garage study, review Bloomington's UDO, and perform massing studies to test the integration and/or wrapping of the existing structure with surrounding 5-6 story mixed-use development along the 2nd street corridor



Open parking garage + residential section



Schematic sketch for Hopewell Parking Garage

- Master plan Block 4 including a site plan with open space, car, and pedestrian access, propose programming, and develop pre-sale, sale, and leasing plans for these residential components
- Begin to engage local and regional development partners to join in the design and delivery of medium density, mixed-use buildings at Block 4

Financial Feasibility Analysis (4 months)

- Identify key partnerships and capital sources to support development at Hopewell's Block 4
- Assess feasibility of City retaining land ownership at Block 4—including potential ground lease structures—and evaluate impacts on project financing, affordability, and long-term public benefit
- Develop initial homeownership / condominium framework in collaboration with the City of Bloomington and key stakeholders for low-, mid-, and high-density housing across the site
- Develop an innovative financing model for Hopewell to enable impactful mixed-use development that meets housing affordability targets

¹ Tasks to run concurrently

Engagement Timeline

Block 4 Pre-Development (phase I) – November 2025 – May 2026

Block 4 Financing & Development – June 2026 *start*

Future phases and respective scope across Hopewell redevelopment sites to be determined in conversation with Bloomington’s Redevelopment Commission.

Proposed Fees

Total fee for Phase I is **\$125,200** inclusive of professional services and a travel allowance. The key components of this fee structure are:

- A blended hourly rate of \$240, which represents an adjusted rate from our standard professional fees, balancing value with the complexity of the engagement
- Approximately 540 hours of labor over the course of 6 months of engagement allocated across research, predevelopment & planning, and financial feasibility analysis
- Travel costs for San Francisco Bay Area–based team members to conduct 4 site visits ensuring close collaboration with the City of Bloomington, stakeholder engagement, and on-the-ground project validation
- Research & Due Diligence Fee discounted from \$14,400 to \$0 to reflect Adaptive Commons commitment to collecting key project information, engaging with the City of Bloomington, and pursuing investment in Hopewell

Phase I	Hours	Hourly	Fee
Research & Due Diligence	60	\$ 240	-
Pre-Development & Planning	240	\$ 240	57,600
Financial Feasibility Analysis	240	\$ 240	57,600
Travel (4 site visits)			10,000
Total	540		\$ 125,200

Contact Information

City of Bloomington

Anna Killion-Hanson, Director, Housing & Neighborhood Development

anna.killionhanson@bloomington.in.gov | (812) 349-3577

Adaptive Commons

Derwin Sisnett, Founder & CEO | dsisnett@adaptivecommons.com | (901) 573-4267 (m)

Reily Gibson, Portfolio Manager | rgibson@adaptivecommons.com | (307) 200-1441 (m)

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:

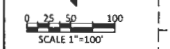
1. The undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3.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

MONROE COUNTY, INDIANA



---	ROAD CENTERLINE
—	LINE NOT TO SCALE
●	REBAR WITH CAP "BRCL INCH 68
○	IRON PIPE FOUND AS NOTED
○	REBAR FOUND AS NOTED
⊗	RAILROAD SPIKE FOUND AS NOTED
●	MAG NAIL FOUND AS NOTED
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
A.G.	ABOVE GROUND
B.G.	BELOW GROUND
FD	FOUND
XXXXX	ADDRESS

The City of Bloomington, Indiana by
and through the Bloomington
Redevelopment Commission
401 North Morton Street, Suite 210
Bloomington, Indiana 47402
Phone: 812-349-3420

The City of Bloomington, Indiana
INST# 2024000173
53-08-05-100-057.000-009,
53-08-05-100-058.000-009,
53-08-05-100-059.000-009,
53-08-05-100-119.000-009,
53-08-05-100-120.000-009,
53-08-05-100-127.000-009,
53-08-05-100-132.000-009,
53-08-05-115-012.000-009

Subject: MM/TRO
Adjoiners: MM, MI/TRO

FRONT = 0 TO 25 FEET
SIDE = 0 FEET (5' ABUTTING
RESIDENTIAL ZONING)
REAR = 0 FEET (25' ABUTTING
RESIDENTIAL ZONING)

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

1. FIELD WORK PERFORMED MAY 3-17, 2023.
2. 1/8 IN REBAR WITH YELLOW PLASTIC CAP STAMPED "BRG, INC 6892 IN" TO BE SET AT ALL LOT CORNERS.
3. THE BASIS OF BEARINGS ON THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPACIAL COORDINATE SYSTEM (InGCS), NAD83 (2011).
4. ALL LOTS, NUMBERED 1 THROUGH 8, AND ALL ALLEYS SHOW ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PART OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE ARE HEREBY VACATED.

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

Bledsoe Riggert Cooper James



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 14, 2025
RE: Agreement with BCM for use of RDC owned property

Contract Recipient/Vendor Name:	BCM, LLC
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Anna Dragovich
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2037
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1045
RDC Resolution Number (If Applicable):	25-142
Due Date For Signature:	ASAP
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

This MOU between the RDC and BCM is related to BCM's request to use the newly constructed Jackson Street and the alley located on the north side of the Kohr Building once Crider & Crider completes its work on the Jackson St. and Roger St. roadway project. BCM intends to use the street for crane placement, material staging, and other construction support activities tied to the Kohr Building project. The purpose of the MOU is to clearly establish BCM's responsibility for protecting RDC property during this

period, including any damage to sod, trees, curbs, sidewalks, pavement, or other improvements, as well as maintaining all required Best Management Practices (BMP's). Once the street is transferred over to the Board of Public Works, BCM must obtain a right of way permit from the city Engineering Department to continue using the proposed area. It should be noted that BCM has permission for use of RDC property adjacent to this newly proposed site via RDC resolution 25-65.

25-142
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT FOR
BCM USE OF JACKSON STREET AND ALLEY AT
HOPEWELL WEST DEVELOPMENT

WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“RDC”) approved a Project Review and Approval Form for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;

WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;

WHEREAS, Crider & Crider is completing construction improvements to Jackson Street, Rogers Street, and the alley north of the Kohr Building;

WHEREAS, the RDC owns the property under the newly constructed Jackson Street and alley until its accepted by the Board of Public Works;

WHEREAS, BCM, LLC (“BCM”) has requested temporary use of the newly constructed Jackson Street and the alley north of the Kohr Building for crane placement, material staging, and construction support activities related to the Kohr Building project;

WHEREAS, an agreement is necessary to establish BCM’s responsibility to protect RDC property, including sod, trees, curbs, sidewalks, pavement, and other improvements, and to maintain all required Best Management Practices;

WHEREAS, BCM is currently utilizing adjacent RDC property under Resolution 25-65; and,

WHEREAS, once Jackson Street and the Alley are accepted by the Board of Public Works, BCM will be required to obtain a right-of-way permit from the City’s Engineering Department to continue use.

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

1. The Bloomington Redevelopment Commission approves the attached Agreement for Temporary Use of Jackson Street and an Alley at Hopewell West Development with BCM, LLC and the City of Bloomington.
2. The Bloomington Redevelopment Commission delegates to City staff the authority to make day-to-day decisions regarding use arrangements and all other matters necessary to implement the Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT FOR TEMPORARY USE OF
JACKSON STREET AND AN ALLEY AT
HOPEWELL WEST DEVELOPMENT**

This Agreement, entered into on this 21st day of July, 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the “City”) and BCM, LLC (“BCM”)

WITNESSETH:

WHEREAS, the City purchased the property formerly occupied by Bloomington Hospital and is currently working with BCM, LLC to develop and construct a portion of the City property as part of the Hopewell Development, specifically, the area known as the Kohr Building;

WHEREAS, BCM, LLC has requested temporary use of the newly constructed Jackson Street and the alley north of the Kohr Building for crane placement, material staging, and construction support activities related to at the Kohr Building site; and,

WHEREAS, the City wishes to provide the temporary use of Jackson Street and the an alley in Hopewell West, at no cost, to BCM to further the completion of the Kohr Building renovations.

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

1. BCM may use Jackson Street and an alley in areas designated by the City on the attached map, based on BCM’s needs and space availability. City staff and BCM staff agree to communicate so that BCM’s needs and the City’s availability is clearly understood between the parties. To the extent there is a conflict, the City shall determine what area is eligible for BCM’s use.
2. BCM shall pay the City no fees for the use of Jackson Street and the alley.
3. During the term of this Agreement, BCM shall name the City and the City of Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance

protection. During the term of this Agreement, the following limits shall be maintained by BCM:

- General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
 - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
4. BCM and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. BCM shall report to the City any concerning behaviors or concerns about the areas used for storage immediately.
 5. It is BCM's responsibility to protect RDC property, including sod, trees, curbs, sidewalks, pavement, and other improvements, and to maintain all required Best Management Practices
 6. BCM shall indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission, and the officers, agents and employees of the City and the Bloomington Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the BCM, its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to BCM (collectively "Claims").
 7. BCM shall use the designated space at their own risk. The City assumes absolutely no liability for any damage or theft or other impairment of the materials and will provide no security of the stored materials.
 8. This Agreement may be terminated by either party and for any reason by providing written notice of termination.
 9. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 North Morton Street, Bloomington, Indiana 47404.

10. Notices to BCM shall be delivered in writing to 1603 Orrington, Suite 450, Evanston, Illinois 60201.
11. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.
12. BCM shall return possession of the property in the same or improved condition as when BCM took possession. Any improvements must be approved by City Staff.
13. BCM is responsible for any and all injury to the public.
14. Once the Board of Public Works accepts Jackson Street and the alley in its inventory, this agreement shall terminate and BCM will need to get approval from the Board of Public Works for any additional use of the designated areas.

BCM, LLC

Michael Cornell, President

Date

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Date

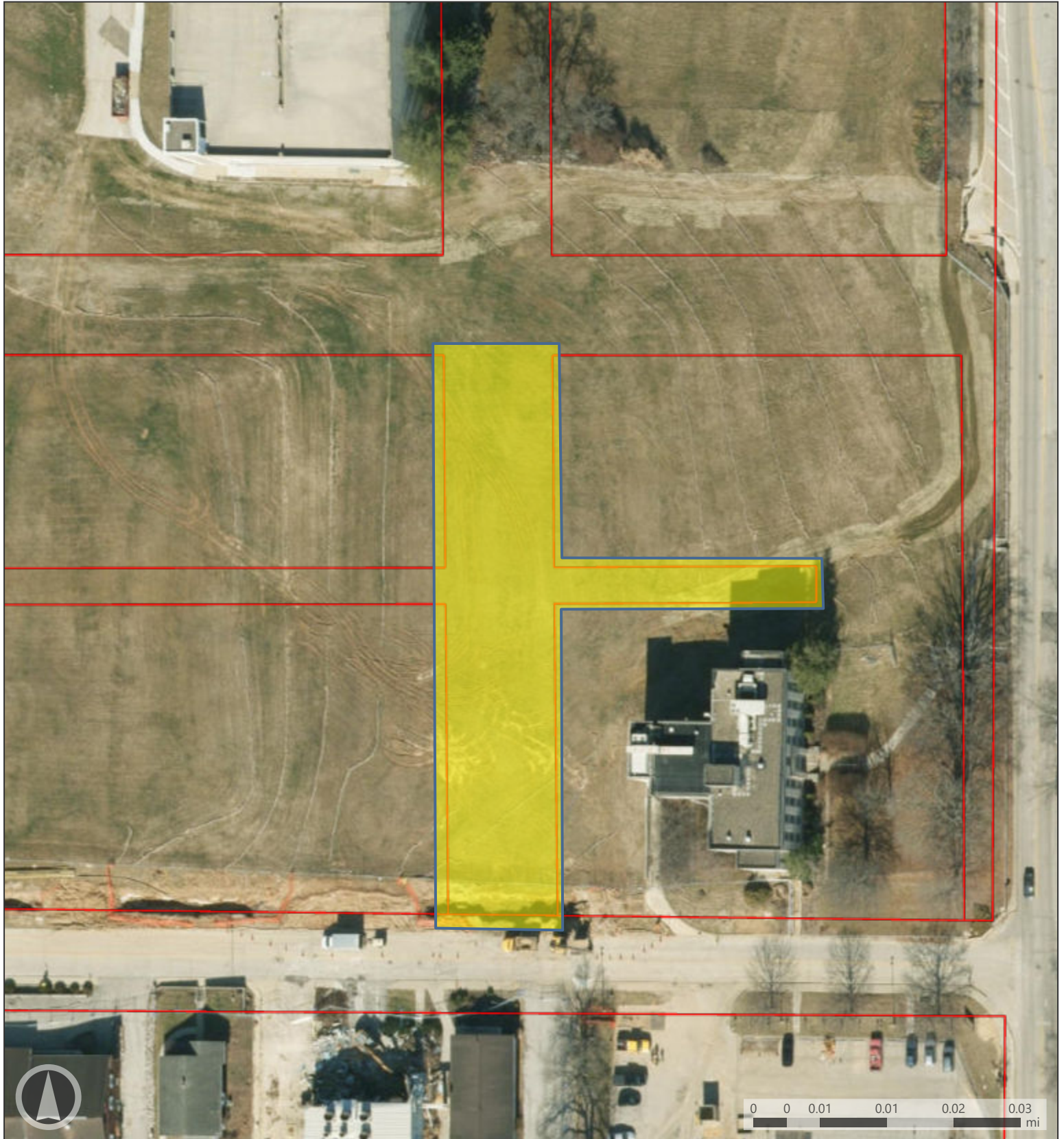
BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President



Date

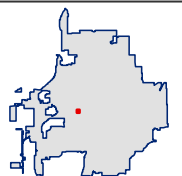
ATTEST:

John West, Secretary



Map Legend

-  Proposed BCM Use Area
-  ROW/RDwy Parcels





CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 25, 2025
RE: Addendum No. 1 to Lease Agreement at The Forge with Branchfire, Inc.
d.b.a. Folia

Contract Recipient/Vendor Name:	Branchfire, Inc. d.b.a. Folia
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1055
RDC Resolution Number (If Applicable):	25-143
Due Date For Signature:	ASAP
Expiration Date of Contract:	3/16/2030
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

Addendum No.1 rennumbers the Folia unit from Unit 4 to Unit 103.

25-143
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM NO. 1 TO
THE FORGE LEASE AGREEMENT WITH
BRANCHFIRE, INC. d.b.a. FOLIA

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;

WHEREAS, on September 3, 2021, the US Economic Development Administration (“EDA”) awarded a \$3.5 million CARES Act Recovery Assistance Grant to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co-applicants, to support the construction of a tech center now known as The Forge;

WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with The Forge to businesses that would support the mission of the Trades District and The Forge, and the RDC authorized the Dimension Mill, Inc. (“The Mill”) to act as its representative in managing and leasing The Forge;

WHEREAS, the RDC approved a model lease for The Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA;

WHEREAS, by Resolution 24-88, the RDC approved a Lease Agreement with Branchfire, Inc. d.b.a. Folia for a unit in The Forge;

WHEREAS, The Mill desires to renumber the units in The Forge which necessitates amending the Lease Agreement; and,

WHEREAS, Addendum No. 1 to the Lease Agreement, Attachment A, renumbers the Folia unit from Unit 4 to Unit 103.

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

1. The Bloomington Redevelopment Commission hereby approves Addendum No. 1 to The Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia in Attachment A.

2. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary 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
TRADES DISTRICT THE FORGE
LEASE AGREEMENT WITH
BRANCHFIRE, INC. d.b.a. FOLIA**

THIS ADDENDUM NO. 1 to the Trades District The Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia, dated December 17, 2024, is entered into by and between DIMENSION MILL, LLC, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and Branchfire, Inc. (d/b/a Folia), hereinafter referred to as “Tenant.”

The sole purpose of this Addendum No. 1 is to renumber Folia’s Tenant space from Unit 4 to Unit 103, which change shall be made throughout the Lease Agreement, including Exhibits.

All other terms and conditions of the Lease Agreement remain in full force and effect.

SO AGREED this. ____ day of December, 2025.

The Dimension Mill, Inc.

Branchfire, Inc. d.b.a. Folia, Tenant

John Fernandez, Chief Executive Officer

Signature

Printed/Title



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 25, 2025
RE: Addendum No. 1 to Lease Agreement at The Forge with Bloom

Contract Recipient/Vendor Name:	Bloom
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1056
RDC Resolution Number (If Applicable):	25-144
Due Date For Signature:	ASAP
Expiration Date of Contract:	6/3/2030
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

Addendum No.1 rennumbers the Bloom unit from Unit 2 to Unit 200.

25-144
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM NO. 1 TO
THE FORGE LEASE AGREEMENT WITH
BLOOM

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;

WHEREAS, on September 3, 2021, the US Economic Development Administration (“EDA”) awarded a \$3.5 million CARES Act Recovery Assistance Grant to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co-applicants, to support the construction of a tech center now known as The Forge;

WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with The Forge to businesses that would support the mission of the Trades District and The Forge, and the RDC authorized the Dimension Mill, Inc. (“The Mill”) to act as its representative in managing and leasing The Forge;

WHEREAS, the RDC approved a model lease for The Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA;

WHEREAS, by Resolution 25-37, the RDC approved a Lease Agreement with Bloom for a unit in The Forge;

WHEREAS, The Mill desires to renumber the units in The Forge which necessitates amending the Lease Agreement; and,

WHEREAS, Addendum No. 1 to the Lease Agreement, Attachment A, renumbers the Bloom unit from Unit 2 to Unit 200.

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

1. The Bloomington Redevelopment Commission hereby approves Addendum No. 1 to The Forge Lease Agreement with Bloom in Attachment A.

2. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary 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
TRADES DISTRICT THE FORGE
LEASE AGREEMENT WITH
BLOOM**

THIS ADDENDUM NO. 1 to the Trades District The Forge Lease Agreement with Bloom, dated February 2025, is entered into by and between DIMENSION MILL, LLC, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and Bloom, hereinafter referred to as “Tenant.”

The sole purpose of this Addendum No. 1 is to renumber Bloom’s Tenant space from Unit 2 to Unit 200, which change shall be made throughout the Lease Agreement, including Exhibits.

All other terms and conditions of the Lease Agreement remain in full force and effect.

SO AGREED this. ____ day of December, 2025.

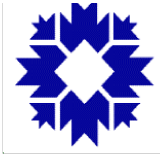
The Dimension Mill, Inc.

Bloom, Tenant

John Fernandez, Chief Executive Officer

Signature

Printed/Title



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 25, 2025
RE: Addendum No. 1 to Lease Agreement at The Forge with K23 Films, Inc.

Contract Recipient/Vendor Name:	K23 Films, Inc.
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1057
RDC Resolution Number (If Applicable):	25-145
Due Date For Signature:	ASAP
Expiration Date of Contract:	6/1/2030
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

Addendum No.1 renumbers the K23 unit from Unit 5 to Unit 104.

25-145
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM NO. 1 TO
THE FORGE LEASE AGREEMENT WITH
K23 FILMS, INC.

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;

WHEREAS, on September 3, 2021, the US Economic Development Administration (“EDA”) awarded a \$3.5 million CARES Act Recovery Assistance Grant to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co-applicants, to support the construction of a tech center now known as The Forge;

WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with The Forge to businesses that would support the mission of the Trades District and The Forge, and the RDC authorized the Dimension Mill, Inc. (“The Mill”) to act as its representative in managing and leasing The Forge;

WHEREAS, the RDC approved a model lease for The Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA;

WHEREAS, by Resolution 25-56, the RDC approved a Lease Agreement with K23 Films, Inc. for a unit in The Forge;

WHEREAS, The Mill desires to renumber the units in The Forge which necessitates amending the Lease Agreement; and,

WHEREAS, Addendum No. 1 to the Lease Agreement, Attachment A, renumbers the K23 unit from Unit 5 to Unit 104.

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

1. The Bloomington Redevelopment Commission hereby approves Addendum No. 1 to The Forge Lease Agreement with K23 Films, Inc. in Attachment A.

2. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary 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
TRADES DISTRICT THE FORGE
LEASE AGREEMENT WITH
K23 FILMS, INC.**

THIS ADDENDUM NO. 1 to the Trades District The Forge Lease Agreement with K23 Films, Inc., dated May 5, 2025, is entered into by and between DIMENSION MILL, LLC, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and K23 Films, Inc., hereinafter referred to as “Tenant.”

The sole purpose of this Addendum No. 1 is to renumber K23 Films’ Tenant space from Unit 5 to Unit 104, which change shall be made throughout the Lease Agreement, including Exhibits.

All other terms and conditions of the Lease Agreement remain in full force and effect.

SO AGREED this. ____ day of December, 2025.

The Dimension Mill, Inc.

K23 Films, Inc., Tenant

John Fernandez, Chief Executive Officer

Signature

Printed/Title



CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: November 25, 2025
RE: Addendum No. 1 to Lease Agreement at The Forge with ViVum AI

Contract Recipient/Vendor Name:	ViVum AI
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	1/1/2041
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-1058
RDC Resolution Number (If Applicable):	25-146
Due Date For Signature:	ASAP
Expiration Date of Contract:	7/21/2030
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

Addendum No.1 renumbers the ViVum AI unit from Unit 3 to Unit 201.

25-146
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM NO. 1 TO
THE FORGE LEASE AGREEMENT WITH
ViVum AI

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;

WHEREAS, on September 3, 2021, the US Economic Development Administration (“EDA”) awarded a \$3.5 million CARES Act Recovery Assistance Grant to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co-applicants, to support the construction of a tech center now known as The Forge;

WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with The Forge to businesses that would support the mission of the Trades District and The Forge, and the RDC authorized the Dimension Mill, Inc. (“The Mill”) to act as its representative in managing and leasing The Forge;

WHEREAS, the RDC approved a model lease for The Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA;

WHEREAS, by Resolution 25-56, the RDC approved a Lease Agreement with ViVum AI for a unit in The Forge;

WHEREAS, The Mill desires to renumber the units in The Forge which necessitates amending the Lease Agreement; and,

WHEREAS, Addendum No. 1 to the Lease Agreement, Attachment A, renumbers the ViVum AI unit from Unit 3 to Unit 201.

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

1. The Bloomington Redevelopment Commission hereby approves Addendum No. 1 to The Forge Lease Agreement with ViVum AI in Attachment A.

2. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary 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
TRADES DISTRICT THE FORGE
LEASE AGREEMENT WITH
ViVum AI**

THIS ADDENDUM NO. 1 to the Trades District The Forge Lease Agreement with ViVum AI, dated January 21, 2025, is entered into by and between DIMENSION MILL, LLC, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and ViVum AI, hereinafter referred to as “Tenant.”

The sole purpose of this Addendum No. 1 is to renumber ViVum AI’s Tenant space from Unit 3 to Unit 201, which change shall be made throughout the Lease Agreement, including Exhibits.

All other terms and conditions of the Lease Agreement remain in full force and effect.

SO AGREED this. ____ day of December, 2025.

The Dimension Mill, Inc.

ViVum AI, Tenant

John Fernandez, Chief Executive Officer

Signature

Printed/Title

**RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2024 CDBG
PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH
NEW HOPE FOR FAMILIES**

WHEREAS, on January 27, 2025, in Resolution 25-09, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvements Grant Agreement with New Hope For Families to install solar panels;

WHEREAS, issues with completing prior CDBG projects significantly delayed the project;

WHEREAS, all parties agree to set a new expiration date of December 31, 2026; and

WHEREAS, requirements for CDBG grant agreements were updated in 2025 to reflect executive orders and updated interpretations; and

WHEREAS, the new requirements now apply to this 2024 CDBG Physical Improvements Grant Agreement and are added to the contract as Addendum #1; and

WHEREAS, funds are available for this project through the 2024 Community Development Block Grant (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities; and

WHEREAS, the RDC is required, in accordance with the federal guidelines, to authorize the award of each contract and/or agreement, including any such amendment; and

WHEREAS, a First Amendment to the Community Development Block Grant Physical Improvements Funding Agreement is included herein as **Attachment A**; and,

WHEREAS, said Amendment has been duly considered.

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

1. The RDC hereby approves this First Amendment to the 2024 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to extend the expiration date to December 31, 2026 and impose the updated 2025 grant requirements through Addendum #1.
2. The RDC authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.
3. All additional provisions of the Agreement not modified herein remain in full force and effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**FIRST AMENDMENT TO
2024 CDBG PHYSICAL IMPROVEMENT GRANT AGREEMENT
BETWEEN
HOUSING AND NEIGHBORHOOD DEVELOPMENT
DEPARTMENT AND
NEW HOPE FOR FAMILIES**

This First Amendment to the Community Development Block Grant Agreement between Housing and Neighborhood Development Department of the City of Bloomington and is executed on this ____ day of December, 2025.

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department and New Hope for Families (collectively, the "Parties"), on January 27, 2025, by RDC Resolution 25-09, entered into that certain CDBG Physical Improvement Grant Agreement, attached hereto as **Exhibit A**.

WHEREAS, the Parties now wish to extend the time of performance of the Agreement to December 31, 2026; and

WHEREAS, pursuant to recent executive orders and updated interpretations, the Parties now agree to impose updated 2025 CDBG requirements to this Agreement by removing those that are no longer in effect and adding new requirements as **Addendum #1**; and

WHEREAS, pursuant to Article IV, Part F. of the Agreement, any amendment to the Agreement must be made in writing and signed by the Parties.

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

1. Article I, Section A, Part e. shall be amended to read:

"e. Complete the Project as designed no later than **December 31, 2026** ~~December 1, 2025~~;" and Article II, "Terms of Agreement," shall be amended to read:

"This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 31, 2026** ~~December 1, 2025~~ unless mutually agreed to by all parties."

2. Article VII, Section A shall be amended to read:

"1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the HOusing and COmmunity Development Act of 1974 as amendment, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063, ~~and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.~~

2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, ~~gender identity~~, marital/familial status, or status with regard to public assistance..."

3. Article VII, Section B shall be amended as follows:

~~“B. Equal Employment and Affirmative Action~~

~~1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.~~

~~EEO/AA Statements.~~ The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

4. Remove Article VII, Section F(5):

~~Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).~~

5. Add Section XIV. “ADDENDUM #1: UPDATED CDBG REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are incorporated into this grant agreement as **Addendum #1: Updated CDBG Requirements**, and attached to this First Amendment. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.”

6. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the City of Bloomington Utilities shall remain in full force and effect, and said Agreement and this First Amendment shall be construed together as a single contractual agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed the day and year last written below:

BY:

BY:

Deborah Myerson, President

Emily Pike, Executive Director

BY:

John West, Secretary

DATE: _____

ADDENDUM #1 – Updated Requirements from 2025 CDBG Grant Agreements

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of Title 31, United States Code.
3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.I. 14008).
6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any Federal public benefit from being provided to an ineligible alien.
9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____,
(name) (organization)

Am aware of the above contractual requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

EXHIBIT A

Of the First Amendment to the 2024 CDBG Physical Improvements Grant Agreement with New Hope for Families

- Resolution 25-09
- 2024 CDBG Physical Improvements Grant Agreement with
New Hope for Families

25-09
**RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CDBG FUNDING AGREEMENT FOR THE INSTALLATION OF SOLAR
PANELS & GENERATOR AT NEW HOPE FAMILY SHELTER**

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

WHEREAS, funds to install rooftop solar panels, generators and any supporting components at the family shelter, located at 1140 S. Morton Street in Bloomington, Indiana have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and New Hope for Families, to support the "Ensuring Security and Continuity of Operations" project, located at 1140 S. Morton Street in Bloomington, Indiana, is approved for an amount not to exceed **THIRTY TWO THOUSAND NINE HUNDRED AND EIGHTY NINE DOLLARS AND THIRTY EIGHT CENTS (\$32,959.38).**

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

ATTEST:


John West, Secretary

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Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW HOPE FOR FAMILIES
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this 21st day of January, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and New Hope For Families, a non-profit domestic corporation duly incorporated by the State of Indiana, with its principal place of business located at 1140 S Morton Street, Bloomington, IN, 47403, (herein called the "Subrecipient"), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B24MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds to install rooftop solar panels, generators and any supporting components at the family shelter, located at 1140 S. Morton Street in Bloomington, Indiana. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within sixty (60) days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 1, 2025**, unless mutually agreed to by all parties.

B. National Objectives

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

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

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

Tenant demographic and income verification.

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **THIRTY TWO THOUSAND NINE HUNDRED AND FIFTY NINE DOLLARS AND THIRTY EIGHT CENTS (\$32,959.38)**. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Emily Pike, Executive Director New Hope For Families 1140 S Morton St Bloomington, IN 47403 Contact Name: James Olsen Email: development@nhffsinc.org Tel: (812) 334-9840

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor"

with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee

may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five (5) years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

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

demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and

deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped

in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public

interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- 3. 570.602 Section 109 of the Act.
- 4. 570.603 Labor standards.
- 5. 570.604 Environmental standards.

6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

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

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

A. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for

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

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

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

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

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured

products, and construction materials used in this project must be produced in the United States; as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

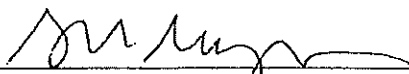
- A. Exhibit A: 2024 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**

- D. Exhibit D: Living Wage Affidavit
- E. Exhibit E: CDBG Subrecipient Procurement Procedures
- F. Exhibit F: Federal Construction Contract Provisions


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

BLOOMINGTON REDEVELOPMENT
COMMISSION:

By:



Deborah Myerson, President

By:



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

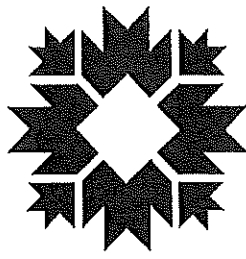
NEW HOPE FOR FAMILIES:

By:


Emily Pike, Executive Director

By:


Board Chairperson



**CITY OF
BLOOMINGTON**

HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Physical Improvements)

EXHIBIT A

FY 2024 Income Limits Summary

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

EXHIBIT B

[illegible]

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Ops. Director of New Hope Family Shelter Inc.
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Attachment B-1.
5. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

Signature

Printed name

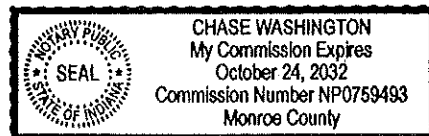
STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Chase Techentin
and acknowledged the execution of the foregoing this 21st day of March, 2024.

Notary Public

Printed name

My Commission Expires: October 29, 2032
My Commission Expires: 10/29/2032



ATTACHMENT B-1
(attachment to Exhibit B)

Printout confirming the company's enrollment in E-Verify

EXHIBIT C

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

New Hope Family Shelter inc.
Printed Name of Organization

H B 24 MC 180013
Requisition/Contract/Grant ID Number

[Signature]
Signature of Authorized Representative

3-21-25
Date

Printed Name and Title: Chase Teelent
operations Director

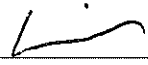
EXHIBIT D

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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


Signature

Chase Techentin
Printed name

STATE OF INDIANA)
COUNTY OF *Monroe*) SS:

Before me, a Notary Public in and for said County and State, personally appeared *Chase Techentin*
21st and acknowledged the execution of the foregoing this *21st* day of *March*,
~~2024~~

2025 CW
My Commission Expires: *10/24/2032*

Chase Washington
Notary Public

County of Residence: *Monroe*

Chase Washington
Name Printed

NP0759493
Commission Number

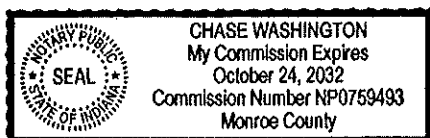


EXHIBIT E

CDBG Subrecipient Procurement Procedures

Selecting the architect/professional engineer (if paid with CDBG funding and cost \$15,000 or more). Subrecipient must contact a minimum of three architects/professional engineers to design, approve all claims and to certify that all work included in the scope of work has been completed as designed and specified in the bid documents and any approved addenda. Subrecipient must contact at least two (2) firms from the following groups by certified mail, return receipt required: DBEs, WBEs, MBEs or Section 3 Businesses. HAND staff can provide contact information for the DBEs, WBEs, MBEs and Section 3 firms within Monroe County, Indiana. Selection of the architect/professional engineer may be by low bidder or by best qualified team. If the selection is made by qualification, the City must have at least one person on the selection team. (Some projects may not require an architect or engineer. However, before this step is skipped, contact the Program Manager assigned to your project.) The agency's board of directors must approve the selection of the architect/engineer.

Bidding for construction, equipment or services. If appropriate, an architect/professional engineer may be used to prepare the scope of work, oversee the bidding/contracting/inspection of the project for the Subrecipient. HAND's Program Manager, or the HAND Director's appointment must be informed of, and receive copies of: published public notices (must be reviewed by HAND before being published), all direct solicitations to bidders (must be reviewed by HAND before being mailed), pre-bid meetings/notes, bid opening meeting/notes, copies of all bids submitted at the bid opening, bid award announcement/notes, pre-construction meeting/notes, all project progress meetings/notes and final walk-through meeting/notes. The agency's board of directors must approve the selection of the contractor.

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

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

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

EXHIBIT F

City of Bloomington Federal Construction Contract Provisions

FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

**Required Contract Provisions
Federally Assisted Construction Contracts**

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

25-148
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF EXTENSION OF RESOLUTION 22-45 FOR CONSTRUCTION INSPECTION
AGREEMENT FOR HOPEWELL PHASE 1 EAST

- WHEREAS, in Resolution 18-10, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review and Approval Form which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, in Resolution 22-45, the RDC approved an agreement with Rundell Ernstberger Associates, LLC for construction inspection services for the Project for an amount not to exceed \$1,174,740.00; and
- WHEREAS, the authorizations provided by the RDC under Resolution 22-45 expired on December 31, 2024; and
- WHEREAS, the Project closeout phase is still ongoing; and
- WHEREAS, staff is requesting an extension of Resolution 22-45 to December 31, 2026 in order to close out the Project; and
- WHEREAS, the funding authorized under Resolution 22-45 remains the same.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC hereby approves an extension of Resolution 22-45 in order to close out the Project.
3. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-149
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF EXTENSION OF RESOLUTION 25-101 FOR CONSTRUCTION
AGREEMENT FOR HOPEWELL PHASE 1 EAST

- WHEREAS, in Resolution 18-10, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review and Approval Form which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, in Resolution 23-42, the RDC approved an agreement (“Agreement”) with Milestone Contractors, LP for construction of the of the infrastructure improvements for an amount not to exceed \$13,373,284.90; and
- WHEREAS, in Resolutions 23-65, 23-113, 24-35, 24-50, 24-69 and 25-101, the RDC approved change orders for the Project which brought the total Agreement amount to \$14,008,678.79; and
- WHEREAS, the authorizations provided by the RDC under Resolution 25-101 will expire on December 31, 2025; and
- WHEREAS, the Project closeout phase is still ongoing; and
- WHEREAS, staff is requesting an extension of Resolution 25-101 to December 31, 2026 in order to close out the Project; and
- WHEREAS, the funding authorized under Resolution 25-101 remains the same.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC hereby approves an extension of Resolution 25-101 in order to close out the Project.
3. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**25-150
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF EXTENSION OF RESOLUTION 24-55 FOR
HARDWARE AND CAMERA INSTALLATION FOR HOPEWELL PHASE 1 EAST**

- WHEREAS, in Resolution 18-10, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review and Approval Form which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, in Resolution 24-55, the RDC approved an agreement with Presidio Networked Solutions Group, LLC for the installation of new wireless infrastructure and cameras for the Project for an amount not to exceed \$49,174.43; and
- WHEREAS, the authorizations provided by the RDC under Resolution 24-55 will expire on December 31, 2025; and
- WHEREAS, the Project closeout phase is still ongoing; and
- WHEREAS, staff is requesting an extension of Resolution 24-55 to December 31, 2026 in order to close out the Project; and
- WHEREAS, the funding authorized under Resolution 24-55 remains the same.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The hereby approves an extension of Resolution 24-55 in order to close out the Project.
3. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date