AGENDA
REDEVELOPMENT COMMISSION

February 2, 2026, 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/86763675780?pwd=xdy3jJRka1w7NEAPUbZ325ZyvMnmGx.1
Meeting ID 867 6367 5780 Passcode 863479

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: 1/1/2026-12/31/2026 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2026 – 12/31/2026 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2026 – 12/31/2026 (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
- Geoff McKim – Redevelopment Commission Treasurer

I. ROLL CALL

II. MINUTES –Minutes for January 5, 2026, and Executive Session Summary for January 27, 2026

III. EXAMINATION OF CLAIM REGISTERS –January 16, 2026, for $86,700.78

IV. EXAMINATION OF PAYROLL REGISTERS –January 9, 2026, for $62,706.67 and January 23, 2026, for $64,030.90

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 26-05: Approval of Preliminary Design Contract for Hopewell South
B. Resolution 26-06: Approval of Final Balancing Change Order for 1st Street Reconstruction Project
C. Resolution 26-07: Approval of Conveyance of Convention Center Lots to RDC
D. Resolution 26-08: Approval of Payment of Property Insurance to Hylant
E. Resolution 26-09: Approval of Intellectual Property Agreement with Incremental Development Alliance for Services Related to Incremental Development Alliance Training Sessions
F. Resolution 26-10: Agreement with VET for Environmental Services at College Square
G. Resolution 26-11: Approval of General Municipal Engagement Agreement with Reedy Financial Group, PC

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, January 5, 2026, 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=15368

I. ROLL CALL

Commissioners Present: Deborah Myerson, Sue Sgambelluri, Randy Cassady, John West, Laurie McRobbie, Sam Fleener, MCCSC Representative, via Zoom
City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development Department (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist; Dana Kerr, Assistant City Attorney, Legal Department; Nick Blandford, CCC Grant Project Manager, Economic & Sustainable Development Department
Others Present: Dave Askins, B-Square Bulletin; Christopher Emge; Geoff McKim

II. READING OF THE MINUTES:

Randy Cassady moved to approve the minutes for December 15, 2025. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

III. EXAMINATION OF CLAIM REGISTERS:

John West moved to approve the December 22, 2025, claim register for $233,530.48. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

IV. EXAMINATION OF PAYROLL REGISTERS:

Sue Sgambelluri moved to approve the payroll registers dated December 12, 2025, in the amount of $61,902.98, and December 24, 2025, in the amount of $58,920.72. John West seconded the motion. The motion passed unanimously by roll-call vote.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: Anna Killion-Hanson reported that a shed on the College Square lot was set on fire and burned, posing a public safety concern. A crew was dispatched to remove the structure and clean the site. The total cleanup cost was $900.00, which will be included in Resolution 26-02. She also noted that Weddle Brothers is currently on site with construction crews for the Convention Center and will remain in the area through project completion. Weddle Brothers has requested to use additional parking spaces beyond what is allowed under the initial lease due to increased contractor activity. Killion-Hanson was available for questions.

B. Legal Report: Dana Kerr provided an update on the Summit District and Hopewell Residential TIF timelines. Public notice was submitted to the *Herald-Times* on December 30. On January 2, notices were distributed to neighborhood associations and all statutorily required entities, including underlying taxing authorities and school corporations. The notice is for a neighborhood public meeting to be held on February 5 at 5:30 p.m. in the Council Chambers and is open to the public. At the neighborhood meeting, staff will provide an overview of the proposed TIF projects. In addition, staff is preparing a residential housing development program for each project, which will be made available on the City of Bloomington Legal Department's website.
At the regular RDC meeting on February 16, the Commission will be asked to consider the TIF declaratory resolution. If approved, the resolution will be filed with the Planning Commission for consideration at its March 9 meeting. Following Planning Commission approval, the resolution will proceed to the City Council on March 25. If approved by both bodies, the resolution will return to the RDC on April 6 for a public hearing and consideration of a confirmatory resolution. Kerr was available for questions.

C. Treasurer's Report: No report.

D. Business Development Update: No report.

VI. NEW BUSINESS

A. Election of Officers: Randy Cassady moved to nominate the existing slate of officers for the 2026 Redevelopment Commission:

- Deborah Myerson – President
- Sue Sgambelluri – Vice President
- John West – Secretary

John West seconded the motion. The motion passed unanimously by roll-call vote.

B. Resolution 26-01: Approval of 2026 RDC Commission Schedule.
Deborah Myerson asked for any questions or comments. There were no comments from the public. Sue Sgambelluri moved for approval of Resolution 26-01. John West seconded the motion. The motion passed unanimously by roll-call vote.

C. Resolution 26-02: Approval of Maintenance of RDC Owned Properties. Anna Killion-Hanson presented resolution 26-02. Dana Kerr noted that Resolution 26-02 would cover the cost of the shed cleanup at the College Square property. Randy Cassady requested a list of key RDC properties. Anna Killion-Hanson stated that the list of key RDC properties would be included in the February 2 Commission packet for review. 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 26-02. Laurie McRobbie seconded the motion. The motion passed unanimously by roll-call vote.

D. Resolution 26-03: Approval of Funding for Appraisals for Property in the Allocation Area. Anna Killion-Hanson presented Resolution 26-03. She explained that this is the annual resolution authorizing appraisals for properties, including those considered for sale as well as acquisition. Any property sold by the RDC is required to obtain two appraisals, and the property may only be advertised at one of those appraised values. This annual resolution allows that process to occur. Killion-Hanson was available for questions.

Deborah Myerson asked for public comments. There were no comments from the public.
Sue Sgambelluri moved to approve Resolution 26-03. Laurie McRobbie seconded the motion. The motion passed unanimously by roll-call vote.

E. Resolution 26-04: Approval of Agreement for Revocable Right of Entry and Release – Patriot Soil Borings. Nick Blandford presented Resolution 26-04. The College and Community Collaboration Grant was awarded through a partnership between Indiana University, the City, and the Mill. As part of the City's scope of work, site readiness is required for three major public art installations. Staff identified 10 sites where Patriot Engineering and Environmental, Inc. will conduct geotechnical engineering studies to evaluate soil conditions and provide recommendations for potential foundations for the public art pieces. This request is for right of entry only, and there will be no cost to the RDC, as all work is funded by the grant. Blandford was available to answer questions.
Deborah Myerson asked for public comments. There were no comments from the public.
Randy Cassady moved to approve Resolution 26-04. Laurie McRobbie seconded the motion. The motion passed unanimously by roll-call vote.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT Sue Sgambelluri moved to adjourn. John West seconded the motion**.** The meeting adjourned at 5:40 p.m.

_____ _____

Deborah Myerson, President John West, Secretary

Date: _____

PROPERTY HIGHLIGHTS

Showers West-

320 W. 8th Street, Parking Lot



PROPERTY HIGHLIGHTS

Trades District Garage



Trades District Garage Commercial Spaces



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PROPERTY HIGHLIGHTS

627 N. Morton Street

(Former Innovation Lab)

(Former Trades Management Office)



CITY OF BLOOMINGTON

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PROPERTY HIGHLIGHTS

Trades District Tech Center-

The Forge



PROPERTY HIGHLIGHTS

The Dimension Mill



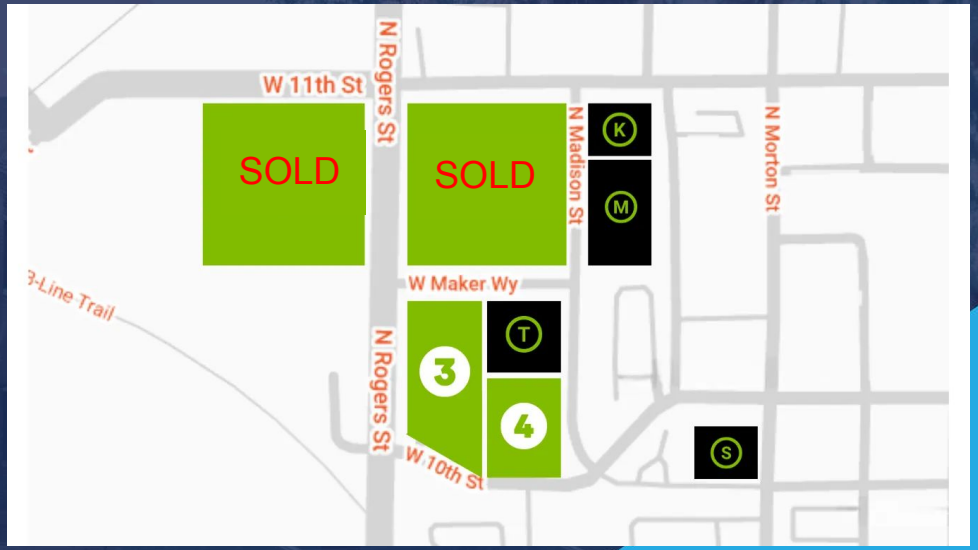
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PROPERTY HIGHLIGHTS

Trades District Parcels

- 2 Parcels were sold to Trades District Community Development, LLC for redevelopment purposes
- Parcels 3 & 4 are under contract for a hotel



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PROPERTY HIGHLIGHTS

4th Street Parking Garage & Commercial Space



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PROPERTY HIGHLIGHTS

812, 819, 825, 831 Dodds Street



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PROPERTY HIGHLIGHTS

College Square



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PROPERTY HIGHLIGHTS

Convention Center

South Parking Lots



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PROPERTY HIGHLIGHTS

Hopewell



CITY OF BLOOMINGTON

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EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Tuesday, January 27, 2026, at 4:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana

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

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Jane Kupersmith, Director, Economic & Sustainable Development; Dana Kerr, Assistant City Attorney, Legal Department; Geoff Mckim, City Controller; and Margie Rice, Corporation Council

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 5:05 p.m.

_____ _____

Deborah Myerson, President John West, Secretary

_____

Date

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KERRY THOMSON
MAYOR

JESSICA MCCLELLAN
CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

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

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controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Cheryl Gilliland, Treasurer
Date: 01-16-2026 ($86,700.78)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **12-23-2025** to **01-16-2026.** 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

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 **12-23-2025** to **01-16-2026**, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Signed by:
Margie Rice
E9A0FAE19B82413...

Margie Rice, Corporation Counsel

Docusign Envelope ID: 34BC994A-4562-4F24-B223-F30193EB7011

Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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 **52110 - Office Supplies**										
6530 - Office Depot, INC	450106002001	15-Envelopes, Labels, Sticky Notes	Paid by EFT # 70309		01/06/2026	01/06/2026	01/16/2026		01/16/2026	79.35
				Account **52110 - Office Supplies** Totals			Invoice Transactions	1		$79.35
Account **52420 - Other Supplies**										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KLH-TWMQ-FML7	15-HP Laserjet Pro Printer for A. Killion-Hanson's Office	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	449.00
				Account **52420 - Other Supplies** Totals			Invoice Transactions	1		$449.00
Account **53960 - Grants**										
56 - Middle Way House, INC	R101-BONADONA	15-R101-Security Rent dep. assistance-401 S Washington -Bonadona	Paid by EFT # 70301		01/06/2026	01/06/2026	01/16/2026		01/16/2026	200.00
				Account **53960 - Grants** Totals			Invoice Transactions	1		$200.00
				Program **150500 - Housing** Totals			Invoice Transactions	3		$728.35
Program **151600 - Title 16**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	287297421132122525	06-cell phone chgs 11/12/25-12/11/25-Inv. 287297421132X12192025	Paid by Check # 81035		01/07/2026	01/07/2026	01/07/2026		01/07/2026	211.70
				Account **53210 - Telephone** Totals			Invoice Transactions	1		$211.70
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	EPLBF-NOV 25	06-EPL (HAND/P&T/ENG) Bank Fees-Nov 2025 pd Dec 2025	Paid by EFT # 70056		12/30/2025	12/30/2025	12/30/2025		12/30/2025	181.68
				Account **53830 - Bank Charges** Totals			Invoice Transactions	1		$181.68
Account **53990 - Other Services and Charges**										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HK9-H16C-PHM1	15-Safety Equipment for Inspectors, disposable shoe covers	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	44.64
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R6C-TVNC-1WX1	15-Safety Equip-Inspectors-coveralls, respirators, gloves	Paid by EFT # 70251		01/06/2026	01/06/2026	01/16/2026		01/16/2026	349.09
8658 - Kleindorfer's Hardware LLC	33008	15-4 Step ladders for Fleet Vehicles	Paid by EFT # 70294		01/06/2026	01/06/2026	01/16/2026		01/16/2026	639.96
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	3		$1,033.69
				Program **151600 - Title 16** Totals			Invoice Transactions	5		$1,427.07
				Department **15 - HAND** Totals			Invoice Transactions	8		$2,155.42
				Fund **1101 - General** Totals			Invoice Transactions	8		$2,155.42

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Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/25 - 01/16/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **2403 - CDBG**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53910 - Dues and Subscriptions**										
8655 - Benevate INC (Neighborly Software)	Inv13962	15-IDIS Integration Subscription 3/30/2026 -3/29/2027	Paid by EFT # 600		01/06/2026	01/06/2026	01/16/2026		01/16/2026	28,320.00
				Account **53910 - Dues and Subscriptions** Totals				Invoice Transactions 1		$28,320.00
Account **53960 - Grants**										
208 - City Of Bloomington Utilities	25677	15-Reimb CBU-Gonzales Co inv - Bioretention Pond 12/19/25	Paid by Check # 10501		01/06/2026	01/06/2026	01/16/2026		01/16/2026	6,400.00
47 - Community Kitchen Of Monroe County, INC	NOV 2025	15-CDBG-meals for Nov 2025 - 706 meals	Paid by EFT # 601		01/06/2026	01/06/2026	01/16/2026		01/16/2026	2,322.74
				Account **53960 - Grants** Totals				Invoice Transactions 2		$8,722.74
				Program **150000 - Main** Totals				Invoice Transactions 3		$37,042.74
				Department **15 - HAND** Totals				Invoice Transactions 3		$37,042.74
				Fund **2403 - CDBG** Totals				Invoice Transactions 3		$37,042.74
Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
6223 - Faegre Drinker Biddle & Reath LLP	6168798	15-Due Diligence for the Conv Center Hotel Project 11/30/25	Paid by EFT # 70275		01/06/2026	01/06/2026	01/16/2026		01/16/2026	3,969.00
6223 - Faegre Drinker Biddle & Reath LLP	6099573	15-Due Diligence for the Conv Center Hotel Proj-06/30/25	Paid by EFT # 70275		01/06/2026	01/06/2026	01/16/2026		01/16/2026	5,468.40
6223 - Faegre Drinker Biddle & Reath LLP	6160712	15-Due Diligence for the Conv Center Hotel Project 10/31/25	Paid by EFT # 70275		01/06/2026	01/06/2026	01/16/2026		01/16/2026	12,680.10
6688 - SSW Enterprises, LLC (Office Pride)	Inv-295031	15-Cleaning Services-Space leased to ESNET-Dec 2025	Paid by EFT # 70322		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,225.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-295016	15-Janitorial services-Showers West Building-Dec 2025	Paid by EFT # 70322		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,648.00
5900 - VET Environmental Engineering, LLC	8992	15-SMP Oversight for Portion of Jackson Street 12/1/25-12/17/25	Paid by EFT # 70338		01/06/2026	01/06/2026	01/16/2026		01/16/2026	1,198.49

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Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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	9101205760681225	15-Trades Dristrict-Outdoor Lighting-elec chgs 11/17/25-12/14/25	Paid by Check # 81040		01/07/2026	01/07/2026	01/07/2026		01/07/2026	28.27
223 - Duke Energy	9101916357061225	15-Hopewell 601 W 2nd Street Elct bill 11/21/25-12/19/25	Paid by Check # 81040		01/07/2026	01/07/2026	01/07/2026		01/07/2026	41.77
223 - Duke Energy	9101205749171225	15-489 10th St W. ESNET-elec. chgs 11/20/25-12/18/25	Paid by Check # 81040		01/07/2026	01/07/2026	01/07/2026		01/07/2026	528.00
2260 - Republic Services, INC	0694-003916201	15-Waste Removal at 627 N Morton St 01/01/26-01/31/26	Paid by EFT # 70235		01/07/2026	01/07/2026	01/07/2026		01/07/2026	140.27
2260 - Republic Services, INC	0694-003916882	15-College Sq-222 S. College-trash serv-Jan 2026-overage 12/5/25	Paid by EFT # 70235		01/07/2026	01/07/2026	01/07/2026		01/07/2026	358.41
13969 - AT&T Mobility II, LLC	2873273216181225	06-Unlim'td LTE Laptp/Hotsp 11/12-12/11/25-287327321618X12192025	Edit		01/14/2026	01/14/2026	01/14/2026			29.24
223 - Duke Energy	9101773802191225	15-714 S Rogers St.-Hopewell-elec bill-11/23/25-12/23/25	Edit		01/14/2026	01/14/2026	01/14/2026			965.52
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions 13			$28,280.47
				Program **150000 - Main** Totals			Invoice Transactions 13			$28,280.47
				Department **15 - HAND** Totals			Invoice Transactions 13			$28,280.47
				Fund **2519 - RDC** Totals			Invoice Transactions 13			$28,280.47
Fund **4445 - Consolidated TIF**										
Department **15 - HAND**										
Program **159001 - Adams Crossing Area**										
Account **53990 - Other Services and Charges**										
6330 - Marshall Security LLC	4144	15-Security Patrols at Hopewell Properties 12/04/25	Paid by EFT # 70299		01/06/2026	01/06/2026	01/16/2026		01/16/2026	10,485.15

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Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/25 - 01/16/26

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**										
9712 - Tronicom Corporation (Tech Electronics of Indiana	159109	15-Extention of Access Control System 12/18/25	Paid by EFT # 70332		01/06/2026	01/06/2026	01/16/2026		01/16/2026	8,737.00
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	2		$19,222.15
				Program **159001 - Adams Crossing Area** Totals			Invoice Transactions	2		$19,222.15
				Department **15 - HAND** Totals			Invoice Transactions	2		$19,222.15
				Fund **4445 - Consolidated TIF** Totals			Invoice Transactions	2		$19,222.15
				Grand Totals			Invoice Transactions	26		$86,700.78

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REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/16/26	Claims				$86,700.78
					$86,700.78

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 **$86,700.78**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office Cheryl Gilliland

KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St
Post Office Box 100
Bloomington IN 47402

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Cheryl Gilliland, Deputy Controller
Date: January 9, 2026
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 12/22/2025 to 01/04/2026. 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.

Cheryl Gilliland

Cheryl Gilliland
Deputy Controller

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/09/26 - 01/09/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department **HAND - Housing & Neighborhood Dev**											
10000 0051 Arnold, Michael L	01/09/2026	2,805.15		.00	283.89	171.66	40.15	78.91	56.29	186.96	1,987.29
			.00	.00	2,668.74	2,768.74	2,768.74	2,668.74	2,668.74		
		$2,805.15		$0.00	$283.89	$171.66	$40.15	$78.91	$56.29	$186.96	$1,987.29
			$0.00	$0.00	$2,668.74	$2,768.74	$2,768.74	$2,668.74	$2,668.74		
3954 Bettis, Jeremy	01/09/2026	3,613.17		.00	455.28	224.02	52.39	108.40	77.32	.00	2,695.76
			.00	.00	3,613.17	3,613.17	3,613.17	3,613.17	3,613.17		
		$3,613.17		$0.00	$455.28	$224.02	$52.39	$108.40	$77.32	$0.00	$2,695.76
			$0.00	$0.00	$3,613.17	$3,613.17	$3,613.17	$3,613.17	$3,613.17		
10000 2594 Bixler, Daniel R	01/09/2026	2,117.34		.00	178.67	125.38	29.32	59.51	42.45	133.21	1,548.80
			.00	.00	2,022.27	2,022.27	2,022.27	2,022.27	2,022.27		
		$2,117.34		$0.00	$178.67	$125.38	$29.32	$59.51	$42.45	$133.21	$1,548.80
			$0.00	$0.00	$2,022.27	$2,022.27	$2,022.27	$2,022.27	$2,022.27		
2972 Caswell, Tammy M	01/09/2026	2,967.72		.00	382.61	181.14	42.36	87.20	68.31	120.43	2,085.67
			.00	.00	2,906.64	2,921.64	2,921.64	2,906.64	2,906.64		
		$2,967.72		$0.00	$382.61	$181.14	$42.36	$87.20	$68.31	$120.43	$2,085.67
			$0.00	$0.00	$2,906.64	$2,921.64	$2,921.64	$2,906.64	$2,906.64		
10000 0111 Collins, Barry	01/09/2026	1,250.00		.00	180.77	77.50	18.13	37.50	21.88	.00	914.22
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		$1,250.00		$0.00	$180.77	$77.50	$18.13	$37.50	$21.88	$0.00	$914.22
			$0.00	$0.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00		
2771 Council, David R	01/09/2026	2,481.49		.00	153.35	139.45	32.61	64.22	45.81	326.98	1,719.07
			.00	.00	2,179.16	2,249.16	2,249.16	2,179.16	2,179.16		
		$2,481.49		$0.00	$153.35	$139.45	$32.61	$64.22	$45.81	$326.98	$1,719.07
			$0.00	$0.00	$2,179.16	$2,249.16	$2,249.16	$2,179.16	$2,179.16		
10000 0187 Finley, Christina L	01/09/2026	4,265.34		.00	598.01	244.35	57.15	116.78	84.13	403.09	2,761.83
			.00	.00	3,931.17	3,941.17	3,941.17	3,931.17	3,931.17		
		$4,265.34		$0.00	$598.01	$244.35	$57.15	$116.78	$84.13	$403.09	$2,761.83
			$0.00	$0.00	$3,931.17	$3,941.17	$3,941.17	$3,931.17	$3,931.17		
3955 Hampton, Sean R	01/09/2026	2,157.82		.00	91.94	133.78	31.29	64.73	46.18	.00	1,789.90
			.00	.00	2,157.82	2,157.82	2,157.82	2,157.82	2,157.82		
		$2,157.82		$0.00	$91.94	$133.78	$31.29	$64.73	$46.18	$0.00	$1,789.90
			$0.00	$0.00	$2,157.82	$2,157.82	$2,157.82	$2,157.82	$2,157.82		
2393 Hayes, Chastina J	01/09/2026	2,805.14		.00	226.09	162.48	38.00	77.87	45.42	228.76	2,026.52
			.00	.00	2,595.59	2,620.59	2,620.59	2,595.59	2,595.59		
		$2,805.14		$0.00	$226.09	$162.48	$38.00	$77.87	$45.42	$228.76	$2,026.52
			$0.00	$0.00	$2,595.59	$2,620.59	$2,620.59	$2,595.59	$2,595.59		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/09/26 - 01/09/26
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	01/09/2026	2,034.98		.00	150.03	121.63	28.45	58.85	41.98	116.92	1,517.12
			.00	.00	1,961.80	1,961.80	1,961.80	1,961.80	1,961.80		
		$2,034.98		$0.00	$150.03	$121.63	$28.45	$58.85	$41.98	$116.92	$1,517.12
			$0.00	$0.00	$1,961.80	$1,961.80	$1,961.80	$1,961.80	$1,961.80		
3183 Hyten LaFontaine, Stephanie L	01/09/2026	3,837.92		.00	237.10	235.02	54.96	67.57	48.20	2,047.27	1,147.80
			.00	.00	2,290.65	3,790.65	3,790.65	2,290.65	2,290.65		
		$3,837.92		$0.00	$237.10	$235.02	$54.96	$67.57	$48.20	$2,047.27	$1,147.80
			$0.00	$0.00	$2,290.65	$3,790.65	$3,790.65	$2,290.65	$2,290.65		
3306 Killion-Hanson, Anna	01/09/2026	4,691.21		.00	289.97	276.20	64.60	133.65	95.33	236.36	3,595.10
			.00	.00	4,454.85	4,454.85	4,454.85	4,454.85	4,454.85		
		$4,691.21		$0.00	$289.97	$276.20	$64.60	$133.65	$95.33	$236.36	$3,595.10
			$0.00	$0.00	$4,454.85	$4,454.85	$4,454.85	$4,454.85	$4,454.85		
1516 Liford, Kenneth T	01/09/2026	2,805.14		.00	224.86	173.92	40.67	83.25	59.39	57.30	2,165.75
			.00	.00	2,775.14	2,805.14	2,805.14	2,775.14	2,775.14		
		$2,805.14		$0.00	$224.86	$173.92	$40.67	$83.25	$59.39	$57.30	$2,165.75
			$0.00	$0.00	$2,775.14	$2,805.14	$2,805.14	$2,775.14	$2,775.14		
2557 Radewan, Tonda L	01/09/2026	2,116.63		.00	151.59	123.37	28.85	58.09	41.44	141.85	1,571.44
			.00	.00	1,974.78	1,989.78	1,989.78	1,974.78	1,974.78		
		$2,116.63		$0.00	$151.59	$123.37	$28.85	$58.09	$41.44	$141.85	$1,571.44
			$0.00	$0.00	$1,974.78	$1,989.78	$1,989.78	$1,974.78	$1,974.78		
1378 Sandweiss, Noah S	01/09/2026	3,173.65		.00	417.88	192.97	45.13	92.22	65.78	381.23	1,978.44
			.00	.00	3,112.38	3,112.38	3,112.38	3,112.38	3,112.38		
		$3,173.65		$0.00	$417.88	$192.97	$45.13	$92.22	$65.78	$381.23	$1,978.44
			$0.00	$0.00	$3,112.38	$3,112.38	$3,112.38	$3,112.38	$3,112.38		
10000 0471 Stong, Mary J	01/09/2026	2,805.15		.00	287.44	157.76	36.90	75.59	53.92	436.20	1,757.34
			.00	.00	2,519.50	2,544.50	2,544.50	2,519.50	2,519.50		
		$2,805.15		$0.00	$287.44	$157.76	$36.90	$75.59	$53.92	$436.20	$1,757.34
			$0.00	$0.00	$2,519.50	$2,544.50	$2,544.50	$2,519.50	$2,519.50		
504 Swinney, Matthew P	01/09/2026	3,837.93		.00	651.61	238.63	55.81	115.02	82.05	47.32	2,647.49
			.00	.00	3,833.91	3,848.91	3,848.91	3,833.91	3,833.91		
		$3,837.93		$0.00	$651.61	$238.63	$55.81	$115.02	$82.05	$47.32	$2,647.49
			$0.00	$0.00	$3,833.91	$3,848.91	$3,848.91	$3,833.91	$3,833.91		
3781 Tamewitz, Steven W	01/09/2026	2,804.21		.00	291.59	167.01	39.06	76.15	54.32	265.85	1,910.23
			.00	.00	2,538.36	2,693.75	2,693.75	2,538.36	2,538.36		
		$2,804.21		$0.00	$291.59	$167.01	$39.06	$76.15	$54.32	$265.85	$1,910.23
			$0.00	$0.00	$2,538.36	$2,693.75	$2,693.75	$2,538.36	$2,538.36		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/09/26 - 01/09/26
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	01/09/2026	3,837.85		.00	251.11	226.98	53.08	108.68	75.88	186.13	2,935.99
			.00	.00	3,661.00	3,661.00	3,661.00	3,661.00	3,661.00		
		$3,837.85		$0.00	$251.11	$226.98	$53.08	$108.68	$75.88	$186.13	$2,935.99
			$0.00	$0.00	$3,661.00	$3,661.00	$3,661.00	$3,661.00	$3,661.00		
2305 Van Rooy, Angela L	01/09/2026	4,182.19		.00	312.09	239.78	56.08	110.02	78.48	590.65	2,795.09
			.00	.00	3,667.44	3,867.44	3,867.44	3,667.44	3,667.44		
		$4,182.19		$0.00	$312.09	$239.78	$56.08	$110.02	$78.48	$590.65	$2,795.09
			$0.00	$0.00	$3,667.44	$3,867.44	$3,867.44	$3,667.44	$3,667.44		
728 Wright, Edward E	01/09/2026	2,116.64		.00	185.25	118.53	27.72	57.35	33.46	243.07	1,451.26
			.00	.00	1,911.71	1,911.71	1,911.71	1,911.71	1,911.71		
		$2,116.64		$0.00	$185.25	$118.53	$27.72	$57.35	$33.46	$243.07	$1,451.26
			$0.00	$0.00	$1,911.71	$1,911.71	$1,911.71	$1,911.71	$1,911.71		
HAND - Housing & Neighborhood Dev		$62,706.67		$0.00	$6,001.13	$3,731.56	$872.71	$1,731.56	$1,218.02	$6,149.58	$43,002.11
			$0.00	$0.00	$58,026.08	$60,186.47	$60,186.47	$58,026.08	$58,026.08		
Grand Totals		$62,706.67		$0.00	$6,001.13	$3,731.56	$872.71	$1,731.56	$1,218.02	$6,149.58	$43,002.11
			$0.00	$0.00	$58,026.08	$60,186.47	$60,186.47	$58,026.08	$58,026.08		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/9/2026	Payroll				62,706.67
					62,706.67

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 **$ 62,706.67**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Officer_____

KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St
Post Office Box 100
Bloomington IN 47402

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: January 23, 2026
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 01/05/2026 to 01/18/2026. 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.

Geoff McKim
Controller

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/23/26 - 01/23/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department **HAND - Housing & Neighborhood Dev**											
10000 0051 Arnold, Michael L	01/23/2026	2,865.43		.00	297.15	175.40	41.02	80.72	57.58	186.96	2,026.60
			.00	.00	2,729.02	2,829.02	2,829.02	2,729.02	2,729.02		
		$2,865.43		$0.00	$297.15	$175.40	$41.02	$80.72	$57.58	$186.96	$2,026.60
			$0.00	$0.00	$2,729.02	$2,829.02	$2,829.02	$2,729.02	$2,729.02		
3954 Bettis, Jeremy	01/23/2026	3,694.19		.00	473.11	229.04	53.57	110.83	79.06	.00	2,748.58
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		$3,694.19		$0.00	$473.11	$229.04	$53.57	$110.83	$79.06	$0.00	$2,748.58
			$0.00	$0.00	$3,694.19	$3,694.19	$3,694.19	$3,694.19	$3,694.19		
10000 2594 Bixler, Daniel R	01/23/2026	2,162.11		.00	208.04	140.56	32.87	66.86	47.69	133.21	1,532.88
			.00	.00	2,267.04	2,267.04	2,267.04	2,267.04	2,267.04		
		$2,162.11		$0.00	$208.04	$140.56	$32.87	$66.86	$47.69	$133.21	$1,532.88
			$0.00	$0.00	$2,267.04	$2,267.04	$2,267.04	$2,267.04	$2,267.04		
2972 Caswell, Tammy M	01/23/2026	3,031.47		.00	396.64	185.09	43.29	89.11	69.80	121.71	2,125.83
			.00	.00	2,970.39	2,985.39	2,985.39	2,970.39	2,970.39		
		$3,031.47		$0.00	$396.64	$185.09	$43.29	$89.11	$69.80	$121.71	$2,125.83
			$0.00	$0.00	$2,970.39	$2,985.39	$2,985.39	$2,970.39	$2,970.39		
10000 0111 Collins, Barry	01/23/2026	1,250.00		.00	180.77	77.50	18.13	37.50	21.88	.00	914.22
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		$1,250.00		$0.00	$180.77	$77.50	$18.13	$37.50	$21.88	$0.00	$914.22
			$0.00	$0.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00	$1,250.00		
2771 Council, David R	01/23/2026	2,534.81		.00	183.74	155.15	36.29	71.82	51.23	326.98	1,709.60
			.00	.00	2,432.48	2,502.48	2,502.48	2,432.48	2,432.48		
		$2,534.81		$0.00	$183.74	$155.15	$36.29	$71.82	$51.23	$326.98	$1,709.60
			$0.00	$0.00	$2,432.48	$2,502.48	$2,502.48	$2,432.48	$2,432.48		
10000 0187 Finley, Christina L	01/23/2026	4,356.96		.00	618.17	250.03	58.48	119.53	86.09	403.09	2,821.57
			.00	.00	4,022.79	4,032.79	4,032.79	4,022.79	4,022.79		
		$4,356.96		$0.00	$618.17	$250.03	$58.48	$119.53	$86.09	$403.09	$2,821.57
			$0.00	$0.00	$4,022.79	$4,032.79	$4,032.79	$4,022.79	$4,022.79		
3955 Hampton, Sean R	01/23/2026	2,204.19		.00	96.81	136.66	31.96	66.13	47.17	.00	1,825.46
			.00	.00	2,204.19	2,204.19	2,204.19	2,204.19	2,204.19		
		$2,204.19		$0.00	$96.81	$136.66	$31.96	$66.13	$47.17	$0.00	$1,825.46
			$0.00	$0.00	$2,204.19	$2,204.19	$2,204.19	$2,204.19	$2,204.19		
2393 Hayes, Chastina J	01/23/2026	2,865.42		.00	230.83	164.93	38.57	79.05	46.11	349.54	1,956.39
			.00	.00	2,635.09	2,660.09	2,660.09	2,635.09	2,635.09		
		$2,865.42		$0.00	$230.83	$164.93	$38.57	$79.05	$46.11	$349.54	$1,956.39
			$0.00	$0.00	$2,635.09	$2,660.09	$2,660.09	$2,635.09	$2,635.09		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/23/26 - 01/23/26
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	01/23/2026	2,078.69		.00	167.28	130.54	30.53	63.17	45.06	116.92	1,525.19
			.00	.00	2,105.51	2,105.51	2,105.51	2,105.51	2,105.51		
		$2,078.69		$0.00	$167.28	$130.54	$30.53	$63.17	$45.06	$116.92	$1,525.19
			$0.00	$0.00	$2,105.51	$2,105.51	$2,105.51	$2,105.51	$2,105.51		
3183 Hyten LaFontaine, Stephanie L	01/23/2026	3,920.42		.00	277.25	246.34	57.61	73.04	52.10	2,047.27	1,166.81
			.00	.00	2,473.15	3,973.15	3,973.15	2,473.15	2,473.15		
		$3,920.42		$0.00	$277.25	$246.34	$57.61	$73.04	$52.10	$2,047.27	$1,166.81
			$0.00	$0.00	$2,473.15	$3,973.15	$3,973.15	$2,473.15	$2,473.15		
3306 Killion-Hanson, Anna	01/23/2026	4,792.00		.00	302.06	282.45	66.06	136.67	97.49	236.36	3,670.91
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		$4,792.00		$0.00	$302.06	$282.45	$66.06	$136.67	$97.49	$236.36	$3,670.91
			$0.00	$0.00	$4,555.64	$4,555.64	$4,555.64	$4,555.64	$4,555.64		
1516 Liford, Kenneth T	01/23/2026	2,865.42		.00	232.10	177.66	41.55	85.06	60.68	57.30	2,211.07
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		$2,865.42		$0.00	$232.10	$177.66	$41.55	$85.06	$60.68	$57.30	$2,211.07
			$0.00	$0.00	$2,835.42	$2,865.42	$2,865.42	$2,835.42	$2,835.42		
2557 Radewan, Tonda L	01/23/2026	2,162.11		.00	229.05	163.39	38.21	77.45	55.25	141.85	1,456.91
			.00	.00	2,620.26	2,635.26	2,635.26	2,620.26	2,620.26		
		$2,162.11		$0.00	$229.05	$163.39	$38.21	$77.45	$55.25	$141.85	$1,456.91
			$0.00	$0.00	$2,620.26	$2,635.26	$2,635.26	$2,620.26	$2,620.26		
1378 Sandweiss, Noah S	01/23/2026	3,241.85		.00	476.88	209.60	49.02	100.26	71.52	381.23	1,953.34
			.00	.00	3,380.58	3,380.58	3,380.58	3,380.58	3,380.58		
		$3,241.85		$0.00	$476.88	$209.60	$49.02	$100.26	$71.52	$381.23	$1,953.34
			$0.00	$0.00	$3,380.58	$3,380.58	$3,380.58	$3,380.58	$3,380.58		
10000 0471 Stong, Mary J	01/23/2026	2,865.42		.00	344.70	173.90	40.67	83.39	59.49	436.20	1,727.07
			.00	.00	2,779.77	2,804.77	2,804.77	2,779.77	2,779.77		
		$2,865.42		$0.00	$344.70	$173.90	$40.67	$83.39	$59.49	$436.20	$1,727.07
			$0.00	$0.00	$2,779.77	$2,804.77	$2,804.77	$2,779.77	$2,779.77		
504 Swinney, Matthew P	01/23/2026	3,920.42		.00	669.76	243.75	57.01	117.49	83.81	47.32	2,701.28
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		$3,920.42		$0.00	$669.76	$243.75	$57.01	$117.49	$83.81	$47.32	$2,701.28
			$0.00	$0.00	$3,916.40	$3,931.40	$3,931.40	$3,916.40	$3,916.40		
3781 Tamewitz, Steven W	01/23/2026	2,865.42		.00	305.06	170.81	39.95	77.99	55.63	265.85	1,950.13
			.00	.00	2,599.57	2,754.96	2,754.96	2,599.57	2,599.57		
		$2,865.42		$0.00	$305.06	$170.81	$39.95	$77.99	$55.63	$265.85	$1,950.13
			$0.00	$0.00	$2,599.57	$2,754.96	$2,754.96	$2,599.57	$2,599.57		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/23/26 - 01/23/26
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	01/23/2026	3,920.42		.00	269.28	232.10	54.28	111.15	77.64	186.13	2,989.84
			.00	.00	3,743.57	3,743.57	3,743.57	3,743.57	3,743.57		
		$3,920.42		$0.00	$269.28	$232.10	$54.28	$111.15	$77.64	$186.13	$2,989.84
			$0.00	$0.00	$3,743.57	$3,743.57	$3,743.57	$3,743.57	$3,743.57		
2305 Van Rooy, Angela L	01/23/2026	4,272.04		.00	322.87	245.35	57.38	112.72	80.41	590.65	2,862.66
			.00	.00	3,757.29	3,957.29	3,957.29	3,757.29	3,757.29		
		$4,272.04		$0.00	$322.87	$245.35	$57.38	$112.72	$80.41	$590.65	$2,862.66
			$0.00	$0.00	$3,757.29	$3,957.29	$3,957.29	$3,757.29	$3,757.29		
728 Wright, Edward E	01/23/2026	2,162.11		.00	214.71	133.75	31.28	64.72	37.75	243.07	1,436.83
			.00	.00	2,157.18	2,157.18	2,157.18	2,157.18	2,157.18		
		$2,162.11		$0.00	$214.71	$133.75	$31.28	$64.72	$37.75	$243.07	$1,436.83
			$0.00	$0.00	$2,157.18	$2,157.18	$2,157.18	$2,157.18	$2,157.18		
HAND - Housing & Neighborhood Dev		$64,030.90		$0.00	$6,496.26	$3,924.00	$917.73	$1,824.66	$1,283.44	$6,271.64	$43,313.17
			$0.00	$0.00	$61,129.53	$63,289.92	$63,289.92	$61,129.53	$61,129.53		
Grand Totals		$64,030.90		$0.00	$6,496.26	$3,924.00	$917.73	$1,824.66	$1,283.44	$6,271.64	$43,313.17
			$0.00	$0.00	$61,129.53	$63,289.92	$63,289.92	$61,129.53	$61,129.53		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/23/2026	Payroll				64,030.90
					64,030.90

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 **$ 64,030.90**

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_____

26-05
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PRELIMINARY DESIGN CONTRACT FOR HOPEWELL SOUTH

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

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site now known as Hopewell, including redevelopment of the site south of W 1st Street, also known as Hopewell South ("Project"); and

WHEREAS, in Resolution 25-152, the RDC approved the conceptual design of Hopewell South blocks 8, 9 and 10 for rezoning to a Planned Unit Development ("PUD"); and

WHEREAS, the Project requires some preliminary design work to support the redevelopment on that portion of the site. The Project objectives include survey and subdivision of the property, as well as the design of the necessary infrastructure for the proposed development ("Services"); and

WHEREAS, City staff selected Crossroad Engineers as the best and most qualified consultant due to their experience and performance on the adjoining Hopewell West project, as well as their inclusion on a pre-approved consultant list; and

WHEREAS, City staff have negotiated an agreement with Crossroad Engineers to perform the Services for an amount not to exceed $424,200.00 ("Agreement"), which is attached to this Resolution as Exhibit A; and

WHEREAS, the Board of Public Works approved of the Agreement at its meeting on January 27, 2026; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.

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

3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an amount not to exceed $424,200.00 to pay for the Services, to be payable in accordance with the terms of the Agreement ("Payment").

4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2027.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
President

_____
Printed Name

ATTEST:

_____
Secretary

_____
Printed Name

_____
Date

PROJECT NAME: **Hopewell South**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 27th day of January, 2026, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, P.C., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to redevelop the Hopewell South site; and

WHEREAS, the Hopewell South site is better described as follows:

> The site south of W. 1st Street, north of W. Wylie Street, west of S. Rogers Street, approximately 350 feet east of S. Euclid Ave, and the alleys within the project area; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide full design of South Fairview Street, South Jackson Street, interior local streets and the alleys within the project area. This design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. **Information/Reports**

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. **Representative**

The Board hereby designates Kendall Knoke, Project Engineer, Engineering Department, to serve as the Board's representative for the project. Kendall shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. **Decisions**

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by

reference as though fully set forth. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**
   Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

   Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. **Billing Records:**
   Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial 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.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

1. Commercial General Liability Insurance.
    a. $1,000,000 for each occurrence;
    b. $ 1,000,000 personal injury and advertising injury;
    c. $ 2,000,000 products and completed operations aggregate; and
    d. $ 2,000,000 general aggregate.

2. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is $1,000,000 each accident.
3. 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.
4. Umbrella/Excess Liability with a required limit of $1,000,000.
5. Cyber Attack and Cyber Extortion.
    a. Computer Attack Limit (Annual Aggregate) of $1,000,000;
    b. Sublimit (Per Occurrence) for Cyber Extortion of $100,000; and
    c. Computer attack and Cyber Extortion deductible (per occurrence) of $10,000.
6. Network Security Liability.
    a. Limit (Annual Aggregate) of $1,000,000; and
    b. Deductible (per occurrence) of $10,000.
7. Electronic Media Liability.
    a. Limit (Annual Aggregate) of $1,000,000; and
    b. Deductible (Per Occurrence) of $10,000.
8. Fraudulent Impersonator Coverage.
    a. Limit (Annual Aggregate) of $250,000; and
    b. Deductible (Per Occurrence) of $5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement or within ten (10) days of the effective date, whichever is earlier, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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.

Article 17. 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.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. 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 County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in employment.
Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against

independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:	Consultant:
City of Bloomington Engineering Department Attn: Kendall Knoke 401 N. Morton Street, Suite 130 Bloomington, Indiana 47404	CrossRoad Engineers, P.C. Attn: Andrew Wolf 115 N 17th Ave Beech Grove, IN 46107

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee's Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of this Agreement with the Board.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. <u>No Collusion</u>: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

<u>Owner</u>

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Margie Rice, Corporation Counsel
Office of the Mayor

<u>Consultant</u>

CrossRoad Engineers, P.C.

_____
Trent Newport, P.E. L.S.
President

Attest: _____
Andrew J. Wolf, PE
Vice President

EXHIBIT A
SCOPE OF WORK

The CONSULTANT shall be responsible for performing the following activities:

A. Topographic Survey, Boundary, and Platting – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ propose to provide a retracement boundary survey of the City of Bloomington parcels applicable to this project. This will meet Indiana Administrative Code 865 standards and will include a plat and report of survey that can be recorded as a permanent record of our survey. We also propose preparing a subdivision plat, creating lots, street rights of ways and alleys in all of or a portion of the area applicable to this project. The location of lines and corners of lots and rights of ways will be provided by the City of Bloomington. Semi-permanent monuments (5/8-inch rebar, magnetic nails, etc.) will be placed at all corners where practical. Our proposal includes up to 10 bi-weekly coordination meetings with CrossRoad Engineers, 2 City of Bloomington DRC meeting, and up to 3 City of Bloomington Plat Committee hearings or 3 City of Bloomington Plan Commission meetings.

BRCJ also propose to provide a topographic survey of the area applicable to this project, approximately 9.5 acres. This assumes the site will be clear of debris and will include the following services:

a. Locate trees 6-inch in diameter and larger.
b. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked by Indiana811. Please note: Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
c. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
d. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
e. This scope of work does not include private utility locates or utility location exploration via excavation or potholing.
f. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
g. Provide contours of existing site conditions at 1-foot intervals.
h. Horizontal control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will NAVD88, U.S. Survey Feet.
i. All distances will be provided as grid distances.

j. Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.

B. Meetings and Coordination – In general, this task involves recurring regular progress meetings, monthly stakeholder meetings, one public involvement meeting, and ancillary preparation work for associated tasks throughout the duration of the project through June 2027.

C. Road Design and Plan Preparation – In general, this task involves the preparation of design plans to allow the proposed project to be constructed.

The CONSULTANT will complete full design of the roadway, alley, and utility conveyance network for the Hopewell South site. CONSULTANT will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

a. Title Sheet/Index
b. Typical Sections
c. Roadway Construction Details
    i. Road Plan & Profiles
    ii. Construction Details
    iii. Road Cross Sections
d. Intersection Construction Details
    i. Grading spot elevations
    ii. Pavement marking
e. Stormwater Drainage Design
    i. Plan and profiles as necessary
    ii. Drainage structure details
f. Erosion Control Plan
    i. Consistent with local MS4 requirements for CSGP conformance
g. Miscellaneous Details and Specifications, including lighting design.
h. Water Main and Sanitary Sewer Main design and details
i. Landscape plans and details (limited to trees and turf groundcover similar to Hopewell West)
j. Cross Sections

D. Geotechnical Investigation and Pavement Design – CONSULTANT shall utilize the services of a subconsultant, Patriot Engineering and Environmental, Inc., to provide pavement design and geotechnical services for this project. Laboratory, drilling, and

Geotechnical Engineering Report will be performed in general accordance with all applicable AASHTO, ASTM methods, and will be based on INDOT guidelines. Pavement design will be performed utilizing the Mechanical Empirical design methodology.

E. Permitting and Regulatory Submittals – This phase will include the necessary services and submittals to achieve approval from the City of Bloomington Utilities (CBU) for water main and sewer main extensions and connections. It includes obtaining the Site Development Permit from the City of Bloomington Planning and Transportation. It includes the development of a Stormwater Pollution Prevention Plan (SWPPP), preparation of the stormwater permit application and submittal to CBU and IDEM. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

F. Bidding – This phase will include the preparation of final bid documents, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project.

G. Construction Administration – This work includes preparing for and attending pre-construction meetings, review of shop drawings, and responding to contractor questions as they arise during construction by CONSULTANT.

EXHIBIT B
COMPENSATION

The CONSULTANT shall be paid for the following work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A.	Topographic Survey, Boundary, and Platting	$ 40,000
B.	Meetings and Coordination	$ 26,700
C.	Road Design and Plan Preparation	$ 245,500
D.	Geotechnical Investigation and Pavement Design	$ 16,000
E.	Permitting and Regulatory Submittals	$ 65,800
F.	Bidding	$ 17,900
	Total Section	**$ 411,900**

The CONSULTANT shall be paid for the following work performed under this Agreement on a hourly basis NTE. The amount shown is estimated:

G.	Construction Administration	$ 12,300
	Total Section	**$ 12,300**

The LPA, for and in consideration of the rendering of the services provided for of this Exhibit “B”, agrees to pay the CONSULTANT on a lump sum basis for schedules A thru F and on a hourly basis for schedule G. The CONSULTANT will be reimbursed the direct non-salary costs directly attributable to these services such as mileage and other out-of-pocket expenses, subject to approval as reasonable by the LPA, plus a 10% mark-up for task coordination and administrative efforts.

EXHIBIT C

PROJECT SCHEDULE

The project will be developed such that the development can be ready for groundbreaking in Fall of 2027.

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility	**Name**
Principal-in-Charge	Trent Newport, PE LS
Overall Project Manager	Andrew Wolf, PE
Project Manager (Survey)	Chris Porter, LS

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of CrossRoad Engineers, P.C.

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; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____ Commission Number: _____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this _____ day of _____, 20_____.

CrossRoad Engineers, P.C.
(Name of Organization)

By: _____
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____ Commission Number: _____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this 12th day of January, 2026.

CrossRoad Engineers, P.C.
(Name of Organization)

By: TEN
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

SEAL
TREVOR Z. KAY
My Commission Expires
May 26, 2030
Commission Number NP0653896
Johnson County

Subscribed and sworn to before me this 12th day of January, 2026

TZ Kay
Notary Public
Trevor Z Kay
Printed name

My Commission Expires: May 26 2030
County of Residence: Johnson Commission Number: NP0653896

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

1. The undersigned is the President of CrossRoad Engineers, P.C.

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; OR
   - is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Trent Newport, P.E. L.S.
President

NOTARY PUBLIC SEAL STATE OF IN
TREVOR Z. KAY
My Commission Expires
May 26, 2030
Commission Number NP0653896
Johnson County

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Trent Newport and acknowledged the execution of the foregoing this 12 day of January, 20 26.

Notary Public
Trevor Z Kay
Printed name

My Commission Expires: May 26 2030
County of Residence: Johnson Commission Number: NP0653896

26-06
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF FINAL BALANCING CHANGE ORDER FOR
1st STREET RECONSTRUCTION PROJECT

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

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, in Resolution 20-79, the RDC approved the design contract for the 1st Street Reconstruction Project ("Project"), which is partially federally funded and included a local match from the Consolidated TIF; and

WHEREAS, the Indiana Department of Transportation ("INDOT") Contract Division selected Milestone Contractors on December 13, 2023, to provide the construction services for the Project ("Services") in an amount that was not to exceed $6,247,803.72; and

WHEREAS, in Resolution 24-74, the RDC approved change orders that brought the total amount of the contract to $6,462,500.76;

WHEREAS, staff have negotiated Change Order 8 in the amount of $4,745.52 for sidewalk trench drains and a Final Balancing Change Order in the amount of $307,732.60 to address Project overruns and underruns, which Change Orders are attached to this Resolution as Exhibit A and B, respectively; and

WHEREAS, a portion of these Change Orders will be paid using available funds within the existing contract amount but an additional $89,484.36 is needed to cover the remaining outstanding balance; and

WHEREAS, the proposed Change Orders would modify the existing Agreement with Milestone from $6,462,500.76 to $6,773,563.63; and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the additional costs associated with this Project.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interests.

2. The RDC approves funding for these Change Orders and authorizes funding to pay for the Services in an amount not to exceed an additional amount of $89,484.36 from the Consolidated TIF.

3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
President

_____
Printed Name

ATTEST:

_____
Secretary

_____
Printed Name

_____
Date

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -41892	Letting Date:12/13/2023	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Decker, Lawrence	Status:Pending

Change Order Information	Change Order No.: 008	EWA: Y or Force Acct: N	
Date Generated: 09/03/2024	Date Approved: 00/00/0000		
Reason Code: CHANGED COND, Utility Related			
Description: Sidewalk Trench Drains at Rogers Street			
Original Contract Amount	$ 6,247,803.72		
Current Change Order Amount	$ 4,745.52	Percent: 0.076 %	
Total Previous Approved Changes	$ 214,697.04	Percent: 3.436 %	
Total Change To-Date	$ 219,442.56	Percent: 3.512 %	
Modified Contract Amount	$ 6,467,246.28		

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000	
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0	
	SP Date 00/00/0000 or SP Days	
	(SS = Standard Specification, SP = Special Provision)	
Time Element Description:		
Current Time Extension	SS Days 0 SP Days 0	SP Days Value $ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____	
	SS Days_____	SP Days Value $ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0	
	SS Date 00/00/0000 or SP Days 0	

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -41892
Project: 1900399 - State:1900399
Change Order Nbr: 008
Change Order Description: Sidewalk Trench Drains at Rogers Street
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0182	1900399	0183	720-07309	LFT	1,581.840	3.000	C	Amount:$	4,745.52

Item Description: TRENCH DRAIN
Supplemental Description1:
Supplemental Description2:

Total Value for Change Order 008 = $ 4,745.52

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

During concrete sidewalk removal at the SE section of Rogers Street, 3 existing trench drains were removed during excavation and 3 downspouts from building located on the SE corner of Rogers were connected to these trench drains. Contractor needs to complete restoration of sidewalk and trench drains were not shown on construction drawings but need to be re-installed in new concrete sidewalk and connected to existing building downspouts. For CLN 0182, item bid history was utilized and provided an acceptable sample size of 37. The contractor submitted a unit price of $1, 581.84 which fell within the 95% confidence range. With a quantity of 3, the total for this item is $4,745.52 and is acceptable per bid history results.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

****

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Tommy Gott Digitally signed by Tommy Gott DN: C=US, E=thomas.gott@milestonelp.com, O=Milestone Contractors, OU=Milestone Contractors, CN=Tommy Gott Date: 2024.12.19 09:44:37-05'00' _____ Signed By: _____

Date: _____

****

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

****

APPROVED FOR LOCAL PUBLIC AGENCY

_____	_____	_____
(SIGNATURE)	(TITLE)	(DATE)
_____	Project Manager	01/14/2025
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S _____

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Decker, Lawrence	12/16/2024	Approved

CHANGE ORDER REQUEST FORM

CONTRACT NO.	R-41892	DATE OF SUBMISSION	August 27, 2024

PROJECT DESCRIPTION *(route / intersection / bridge no(s).)*	1st Street Reconstruction
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Downspouts from building on the SE corner of Rogers and 1st Street has 3 downspouts that had existing trench drains.
PROPOSED SOLUTION SUMMARY	Install 3 new sidewalk trench drains

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	August 19, 2024	CHANGE ORDER TYPE	104.03 Extra Work

PROPOSED COST AND TIME ADJUSTMENT

COST **COST INCREASE / (DECREASE):** **$** **4745.51**

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☒ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☒ Labor ☒ Material ☐ Equipment ☐ Lease Agreement ☒ Subcontractor

TIME ADJUSTMENT **INCREASE / (DECREASE):** **(work days)** **0**

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☐ 108.08(a) Excusable, Non-Compensable ☒ 108.08(b) Excusable, Compensable

*NOTE: If **Compensable**, attach details based on 109.05.2(a) Allowable Delay Costs.*

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGINATION:	☒ INDOT / LPA ☒ Contractor
DOCUMENTS AFFECTED:	
☐ **Contract Specifications (ref. doc name/no.)**	NA
☐ **Contract Plans (ref. doc name/no.)**	NA
CHANGE ORDER AFFECTS DBE PARTICIPATION:	☐ yes ☒ no (if yes, attach details) GLS is a DBE that we didn't use as part of our goal. See attached quote

CONTRACT NO. **R-41892**

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	[Select Date]	**SUBMITTAL DATE OF ADDITIONAL DETAIL**	[Select Date]

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

Click here to enter text.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Click here to enter text.

SIGNATURE

Contractor:

Name: (print) Brent Foster_____

(signature) _____ Date:8-27-24 _____

NOTE: The Contractor should retain a signed copy of this document for record.

Cost Report

Activity / Resource	Description	Pcs	Quantity / Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total
BID ITEM = 1			Land Item	SCHEDULE: 1 100							
Description = TRENCH GRATES				Unit = EA	Takeoff Quan: 3.000		Engr Quan: 3.000				
1	**TRENCH GRATES**			**Quan: 3.00 EA**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: 1**			
BLANK	(Mod) Blank Crew			8.00 CH **Prod: 0.8000 S**	Lab Pcs: 3.00		Eqp Pcs: 0.00				
23	TRENCH GRATES	1.00	3.00 EA	771.000			2,313				2,313
2C101	Class A Gravel Concrete	1.00	1.00 CY	155.000			155				155
FIN	finishers	2.00	16.00 MH	28.900	959						959
HSUP41-81	Hourly Superintendent 41/8	1.00	8.00 MH	40.650	664						664
$4,091.39	8.0000 MH/EA		24.0000MH	[311.893]	1,623		2,468				4,091
0.8000 Shifts	* 3.7500 Un/Shift		0.1250 Unit/MH		541.13		822.67				1,363.80
=====> Item Totals:	**1 - TRENCH GRATES**										
$4,091.39	8.0000 MH/EA		24.00MH	[311.893]	1,623		2,468				**4,091**
1,363.797	3 EA				541.13		822.67				1,363.80
$4,091.39	***** Report Totals *****		24.00 MH		1,623		2,468				**4,091**

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

508 40 HR WEEK (5 X 8)

509 45 HR WEEK (5 X 9)

510 50 HR WEEK (5 X 10) (Default Calendar)

511 55 HR WEEK (5 X 11)

Cost Report

Activity / Resource	Description	Pcs	Quantity / Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total

BID ITEM = 1 Land Item SCHEDULE: 1 100
Description = TRENCH GRATES Unit = EA Takeoff Quan: 3.000 Engr Quan: 3.000

512	60 HR WEEK (5 X 12)
513	65 HR WEEK (5 X 13)
514	70 HR WEEK (5 X 14)
608	48 HR WEEK (6 X 8)
609	54 HR WEEK (6 X 9)
610	60 HR WEEK (6 X 10)
611	66 HR WEEK (6 X 11)
612	72 HR WEEK (6 X 12)
613	78 HR WEEK (6 X 13)
614	84 HR WEEK (6 X 14)
800	SATURDAY ONLY (TIME & 1/2)
900	SUNDAY ONLY (DOUBLE TIME)

Milestone Contractors, L.P.
4755 West Arlington Rd.
Bloomington, IN 47404
Phone: (812) 330-2037
Fax: (812) 330-2118
www.milestonelp.com

PCO Pricing Sheet

Date: August 27, 2024

Pages: 1

To: HWC Engineering
Attn: Mr. Larry Deckard

Project: R-41892

Description: 6 FT TRENCH DRAIN

Est. No.

Ref:

Qty: 3.00 EA

Labor:		
Total Labor Cost from Estimate Sheet:		$ 1,623.00
Labor Subtotal		$ 1,623.00
Equipment:		
Total Equipment Cost from Estimate Sheet:		$ -
Equipment Subtotal		$ -
Material:		
Total Material Cost from Estimate Sheet:		$ 2,468.00
Material Subtotal		$ 2,468.00
Trucking		
Total Trucking cost from Attached Sheets:		$ -
Trucking		
Trucking Subtotal		$ -
Subcontractor		
Total Trucking cost from Attached Sheets:		$ -
Subcontractor Subtotal		$ -
Subtotal		$ 4,091.00
Bond (.75% rate)	10%	$ 33.75
Labor Markup	20%	$ 324.60
Equipment Markup	12%	$ -
Material Markup	12%	$ 296.16
Trucking Markup	12%	$ -
Subcontract Markup	7%	$ -
Total		***$ 4,745.51***
Unit Price		**$ 1,581.84**

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: August 27, 2024

Terms: Upon Receipt

Submitted By: **BRENT FOSTER**

Approved By:

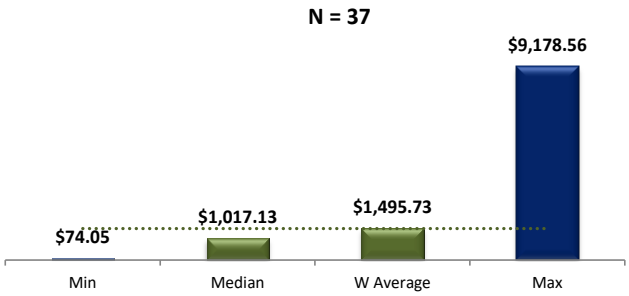
Printed:

Date

Date

Item Selected:	720-07309	Item Desc:	Trench Drain	Contract No:	40884	*New item in contract*

Contract: R 40884	**# of Des:** 1	**Awarded:**	09/23/2022	**Work Type:**	Pavement Rehabilitation Or Repair
Dist: S	**County:** Morgan	**Award $:**	$3,068,064.92	**Prime Contractor:**	Milestone Contractors Lp



Filtered Data		*2) Enter Range
Min Quantity:	2	2
Max Quantity:	727	10
Min Award:	$188,600	
Max Award:	$24,338,088	
From Year	2015	
Until Year	2023	2023

N:	37
Min:	$74.05
Max:	$9,178.56
Straight Av.:	$2,604.98
Weighted Av.:	$1,495.73
Median	$1,017.13
Std Dev.	$3,294.10

*3) *Optional* : % of Price Range to be included (Default 50%):

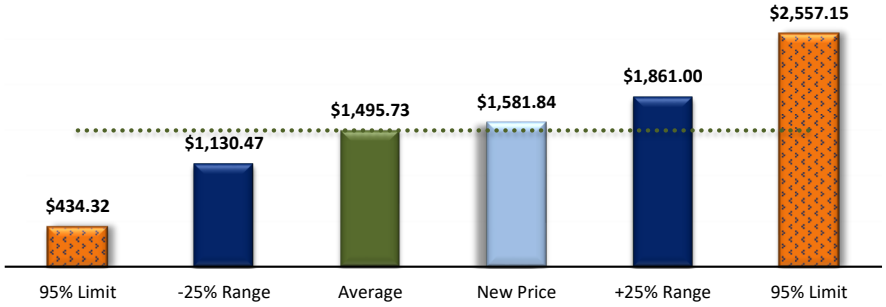
50.0%	(or: +/- 25% from average)	
from:		*to:*
$1,130.47	< 50% Range <	$1,861.00
$434.32	< 95% Confid. <	$2,557.15

(95% or +/- 47.5 % from average)

Unit: LFT

*4) New Price:

$1,581.84 — At 6.3% from average (within 95% range)



Unit (Must show one only)	Optional: Pre	Optional: Letting Year	Optional: Dist
LFT	R, RS, T	2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016	C, F, G, L, S, V

Advanced: Forecasting and Predicting the Price of Specific Quantity *(using Same Selected Ranges, without slicers or manual filters)*

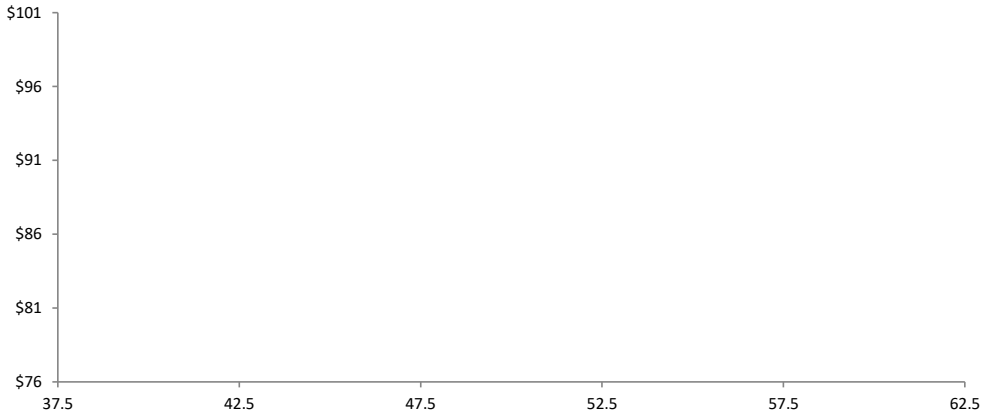
1) Click On : 2) Select Yes: Selected Ite... 3) One Unit only: Unit (BDFT, CFT, CYS)

4) Enter quantity: 1000 (2 < q < 727) — *Out of Limit*

Selected Ranges or filters don't match, Check manual filters/optional slicers or Refresh

5) Enter Range: 50%

6) Resize Chart



	Unit Price
Higher Estimate	$1,241.08
Middle Estimate	$1,216.95
Lower Estimate	$1,192.82

Total Amount:
$1,216,950.00

Optional : Enter Graph Limit to plot the data for quantity:

25%	Below, or	750
25%	Above, or	1250

Comments:

Name:

Date:

Roberto Galindez

From: Zac Rogers <zac.rogers@bloomington.in.gov>
Sent: Tuesday, September 3, 2024 9:30 AM
To: Lawrence Decker; Roberto Galindez
Cc: Roy Aten
Subject: Re: Trench Drains

Follow Up Flag: Follow up
Flag Status: Flagged

Larry,

This price is acceptable to the City. Please proceed with a change order for the trench drains.

Thanks,

On Fri, Aug 30, 2024 at 2:11 PM Lawrence Decker <ldecker@hwcengineering.com> wrote:

> Zac,
>
> Incase you don't have this here is the last one that Brent has sent.
>
> Thank you,
>
> Lawrence Decker
>
> email: ldecker@hwcengineering.com
>
> Cell 812-229-3403
>
> **Lawrence Decker**
> Resident Project Representative
> M: 812-229-3403
> 601 S. Third Street, Terre Haute, IN 47807
>
> **HWC Engineering**
> hwcengineering.com

Roberto Galindez

From: Lawrence Decker
Sent: Wednesday, November 20, 2024 11:06 AM
To: Walker, Matthew C; Wren, Rachel
Cc: Roberto Galindez
Subject: C.O. #8 for R-41892
Attachments: Change Order #8 Trench Drains.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Matt,
Please see attached C.O. #8 for contract R-41892-B. This is for trench drains in the sidewalk. As per the attached change order the city has approved the price. The change order just needs to be signed by the Contractor and City before proceeding.
This is to inform you of the Change Order #8 and when signed by all and approved then I will send for an advice of change.

Thank you,

Lawrence Decker

email: ldecker@hwcengineering.com

Cell 812-229-3403

Lawrence Decker
Resident Project Representative
M: 812-229-3403
601 S. Third Street, Terre Haute, IN 47807

HWC Engineering
hwcengineering.com

Roberto Galindez

From: Walker, Matthew C <MatWalker@indot.IN.gov>
Sent: Monday, December 16, 2024 11:14 AM
To: Roberto Galindez
Cc: Lawrence Decker
Subject: Re: R-41892 - Change Order Approval Process

Sorry for the delay Roberto! After review, as long as Rachel concurred with these change orders then I am good with them as well.

Thank you!

Matthew Walker
Project Manager
Seymour District
185 Agrico Lane
Seymour, IN 47274
Cell: (812)-528-1868
Email: matwalker@indot.in.gov

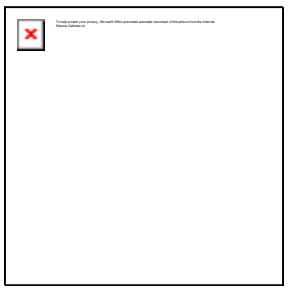
From: Roberto Galindez <rgalindez@hwcengineering.com>
Sent: Monday, December 16, 2024 9:06 AM
To: Walker, Matthew C <MatWalker@indot.IN.gov>
Cc: Lawrence Decker <ldecker@hwcengineering.com>
Subject: R-41892 - Change Order Approval Process

EXTERNAL EMAIL: This email was sent from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good Morning Matthew,

I wanted to reach out and check if you have any questions and/or concerns regarding the attached change orders.

Thanks for your time,



Roberto Galindez Liz
Project Engineer

Docusign Envelope ID: 5FAFFE23-6B04-4E38-9E81-41528D261CA2

Contract No:R -41892 Change Order No.: 012

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -41892	Letting Date:12/13/2023	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Decker, Lawrence	Status:Pending

Change Order Information	Change Order No.: 012	EWA: N or Force Acct: N
Date Generated: 01/21/2024	Date Approved: 00/00/0000	
Reason Code: FINAL QUANTITY ADJUSTMENT		
Description: Overrun/Underrun		
Original Contract Amount	$ 6,247,803.72	
Current Change Order Amount	$ 307,732.60	Percent: 4.926 %
Total Previous Approved Changes	$ 218,060.31	Percent: 3.490 %
Total Change To-Date	$ 525,792.91	Percent: 8.416 %
Modified Contract Amount	$ 6,773,596.63	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Docusign Envelope ID: 5FAFFE23-6B04-4E38-9E81-41528D261CA2

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Docusign Envelope ID: 5FAFFE23-6B04-4E38-9E81-41528D261CA2

Contract: R -41892
Project: 1900399 - State:1900399
Change Order Nbr: 012
Change Order Description: Overrun/Underrun
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0034	1900399	0034	203-02010	CYS	152.000	1363.500	C	Amount:$ 207,252.00

Item Description: EXCAVATION, ROCK
Supplemental Description1:
Supplemental Description2:

0038	1900399	0038	206-51215	CYS	650.000	93.090	C	Amount:$ 60,508.50

Item Description: EXCAVATION, X
Supplemental Description1:
Supplemental Description2:

0044	1900399	0044	211-09266	CYS	65.000	573.690	C	Amount:$ 37,289.85

Item Description: STRUCTURE BACKFILL, TYPE 3
Supplemental Description1:
Supplemental Description2:

0047	1900399	0047	303-01180	TON	40.000	2120.510	C	Amount:$ 84,820.40

Item Description: COMPACTED AGGREGATE, NO. 53
Supplemental Description1:
Supplemental Description2:

0063	1900399	0063	605-06155	LFT	55.000	-530.500	C	Amount:$ -29,177.50

Item Description: CURB AND GUTTER, CONCRETE, MODIFIED
Supplemental Description1:
Supplemental Description2:

0065	1900399	0065	610-09108	SYS	120.000	-238.460	C	Amount:$ -28,615.20

Item Description: PCCP FOR APPROACHES, 9 IN.
Supplemental Description1:
Supplemental Description2:

0068	1900399	0068	621-07643	EACH	1,700.000	-18.000	C	Amount:$ -30,600.00

Item Description: TREE PROTECTION
Supplemental Description1:
Supplemental Description2:

0082	1900399	0082	715-05151	LFT	290.000	-85.500	C	Amount:$ -24,795.00

Item Description: PIPE, TYPE 2, CIRCULAR, DIAMETER 15 IN.
Supplemental Description1:
Supplemental Description2:

0091	1900399	0091	715-93912	LFT	330.000	70.500	C	Amount:$ 23,265.00

Item Description: WATER MAIN, 6 IN.
Supplemental Description1:
Supplemental Description2:

0163	1900399	0164	202-02240	SYS	47.221	1028.100	C	Amount:$ 48,548.73

Item Description: PAVEMENT REMOVAL
Supplemental Description1: Concrete pavement remove that was found under HMA

Docusign Envelope ID: 5FAFFE23-6B04-4E38-9E81-41528D261CA2

Supplemental Description2:

0172 1900399 0173 715-04995 EACH 21,129.270 -2.000 C Amount:$ -42,258.54
Item Description: LINE STOP
Supplemental Description1: 12 IN Line Stop
Supplemental Description2:

0173 1900399 0174 715-04995 EACH 11,336.640 -2.000 C Amount:$ -22,673.28
Item Description: LINE STOP
Supplemental Description1: 8 IN Line Stop
Supplemental Description2:

0175 1900399 0176 715-06050 EACH 6,041.910 4.000 C Amount:$ 24,167.64
Item Description: CAP
Supplemental Description1: Cut and Cap Sanitary Lateral at Main
Supplemental Description2:

Total Value for Change Order 012 = $ 307,732.60

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This Change order is being generated for the Overruns and Underruns on this contract R-41892 Project 1900399 This will adjust the quantities of these items Explanations of Overruns and Underruns Item 0034 Excavation of Rock The original quantity of this item was underestimated due to calculation given by the designer in their assumption off of the borings taken Item 0038 Excavation, X Overran due to finding additional substructures that needed to be removed to complete the job. Item.0044 Structure Backfill This overrun was due to additional water and sanitary pipes being installed per changes made by the designer after the construction began. Item 0047 Compacted Aggregate, No 53 Due to the amount of rock excavation as per the specifications the contractor had to use more as per the specifications Item 0063 Curb and Gutter, Concrete Modified Calculations from designer overestimated the actual quantity needed for this item Item 0065 PCCP for Approaches 9 in Designer over calculated the amount for approaches Item 0068 Tree Protection It was decided that the tree protection was not needed in the city. This was agreed upon by the Subcontractor and the City of Bloomington Item 0082 Pipe Type 2, Circular, Diameter 15in Designer added additional quantity to be us if needed in CO 5 The entirety of that additional quantity was not required Item 0091 Water Main, 6 in The city asked that an additional amount be placed to connect to their main already in place. Item 0163 Pavement Removal Change order made out when the contractor first encountered pavement for removal. The addition was due to the fact it was unknown that at every intersection there would also be an additional amount of pavement removal that was under the Asphalt Item 0172 Line Stop 12 inch This was on change order #5 that they were needed. During construction it was decided that these were not needed. As we tied into the existing 12- inch line in place. Item 0173 Line Stop 8 inch Change order #5 added them to contract but during construction they were not needed. It was found that we could tie into the existing 8-inch line without them. Item 0175 Cap Sanitary Laterals This was on change order knowing of one that needed to be capped. During construction 4 additional Sanitary laterals were found that needed capped.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

****

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone

Signed By: Thomas Gott Digitally signed by Thomas Gott DN: C=US, E=thomas.gott@milestonelp.com, O=Milestone Contractors, OU=Asst General superintendant, CN=Thomas Gott Date: 2025.11.04 14:44:41-05'00'

Date: 11/4/2025

****

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Docusign Envelope ID: 5FAFFE23-6B04-4E38-9E81-41528D261CA2

****

APPROVED FOR LOCAL PUBLIC AGENCY

Signed by: BBCF07341792493...

(SIGNATURE) | Senior Project Manager (TITLE) | 11/24/2025 (DATE)

Signed by: FCE7830825564B4...

(SIGNATURE) | Project Manager (TITLE) | 11/21/2025 (DATE)

****

SUBMITTED FOR CONSIDERATION

DocuSigned by: LAWRENCE DECKER FA7B8BF81790442...

PE/S

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

26-07
RESOLUTION OF THE
REDEVELOPMENT COMMISSION OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONVEYANCE OF
CONVENTION CENTER PARKING LOTS TO THE
BLOOMINGTON REDEVELOPMENT COMMISSION

WHEREAS, pursuant to Indiana Code 23-7-1-1, et seq. as repealed and superseded by Indiana Code 23-17, et seq., the Bloomington Municipal Facilities Corporation ("BMFC") was established in May of 1990 as an Indiana nonprofit corporation;

WHEREAS, in 1991, the BMFC acquired the following real property ("Property") serving as the parking area for the current Monroe County Convention Center:

- South College Avenue, Parcel No. 53-08-04-208-002.000-009; Lot 2 of the Convention Center Square;
- 350 S College Avenue; Parcel No. 53-08-04-200-171.000-009; Part of Lot 27 of the Seminary Plat;

WHEREAS, on December 20, 1991, the BMFC leased the property to the City of Bloomington Redevelopment Commission ("Lease");

WHEREAS, in accordance with Section 14 of the Lease, the BMFC shall convey the Property to the Redevelopment Commission upon discharge of all debt obligations;

WHEREAS, the City of Bloomington has discharged all debt obligations on the Property; and,

WHEREAS, attached to this Resolution is the BMFC Resolution 2023-03 authorizing the transfer and quitclaim deeds conveying the Property to the City of Bloomington Redevelopment Commission.

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

1. The Bloomington Redevelopment Commission hereby approves the conveyance of the Property described above to the City of Bloomington Redevelopment Commission.

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

RESOLUTION 2023-03
OF THE
BLOOMINGTON MUNICIPAL FACILITIES CORPORATION

APPROVAL OF CONVEYANCE OF CONVENTION CENTER PARKING LOTS TO CITY OF BLOOMINGTON

WHEREAS, pursuant to Indiana Code 23-7-1-1, et seq. as repealed and superseded by Indiana Code 23-17, et seq., the Bloomington Municipal Facilities Corporation ("BMFC") was established in May of 1990 as an Indiana nonprofit corporation; and

WHEREAS, in 1991, the BMFC acquired the following real property ("Property") serving as the parking area for the current Monroe County Convention Center:

- South College Avenue, Parcel No. 53-08-04-208-002.000-009; Lot 2 of the Convention Center Square;
- 350 S College Avenue; Parcel No. 53-08-04-200-171.000-009; Lot 27 of the Seminary Plat; and

WHEREAS, on December 20, 1991, the BMFC leased the property to the City of Bloomington Redevelopment Commission ("Lease"); and

WHEREAS, in accordance with Section 14 of the Lease, the BMFC shall convey the Property to the Redevelopment Commission upon discharge of all debt obligations; and

WHEREAS, the City of Bloomington has discharged all debt obligations on the Property; and

WHEREAS, attached to this Resolution are quitclaim deeds conveying the Property to the City of Bloomington Redevelopment Commission.

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

1. The RDC hereby approves the conveyance of the Property described above to the City of Bloomington Redevelopment Commission.

2. The BMFC authorizes Ron Walker to sign all deeds and necessary closing documents on its behalf.

BLOOMINGTON MUNICIPAL FACILITIES CORPORATION

Ron Walker, President

ATTEST:

Signature

Betsy K Greene

Printed Name, Title

3-1-23

Date

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that **the BLOOMINGTON MUNICIPAL FACILITIES CORPORATION**, an Indiana nonprofit corporation ("**Grantor**"), hereby QUITCLAIMS to **THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION** ("**Grantee**"), for the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right title and interest in and to the following described real estate ("Real Estate") in Monroe County, Indiana, more particularly described in the attached Exhibit A.

This conveyance is subject to all taxes, easements, rights-of-way and other liens, if any, of record.

Send tax statements and return recording to Grantee's address at:

The City of Bloomington, Indiana
401 North Morton Street, Suite 210
Bloomington, Indiana 47402

There is no Indiana gross income tax due as a result of this conveyance.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he or she has been fully empowered and duly authorized by all necessary action to execute and deliver this Quitclaim Deed; that Grantor has full capacity to convey the Real Estate; and that all necessary action for the making of such conveyance has been taken or done.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 28th day of Feb, 2023.

GRANTOR:

BLOOMINGTON MUNICIPAL FACILITIES CORPORATION,
an Indiana nonprofit corporation

By: Ron Walker Pres
Ron Walker, President

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for the County and State referenced above, personally appeared Ron Walker, as President of the Bloomington Municipal Facilities Corporation, an Indiana nonprofit corporation, who, having been first duly sworn, acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of said entity and stated that the representations contained herein are true and correct.

Witness my hand and Notarial Seal this 28 day of February, 2023.

Heather Whitlow
Heather Whitlow,
Printed Name Notary Public

I am a resident of Monroe County, Indiana.

My commission expires: 5-29-25 Commission # 700934

NOTARY PUBLIC SEAL EXPIRATION 5-29-25 NP 700934 INDIANA

This Instrument Prepared by Larry D. Allen, Attorney, PO Box 100, Bloomington IN 47402. I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Larry D. Allen

EXHIBIT A

Real Estate Description

Real property in the City of Bloomington, County of Monroe, State of Indiana, described as follows:

> Part of Seminary Lot Number 27 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Beginning at the southeast corner of said Seminary Lot; running thence North 68 feet; thence West 136 feet; thence South 68 feet; thence East 136 feet to the place of beginning.

Also:

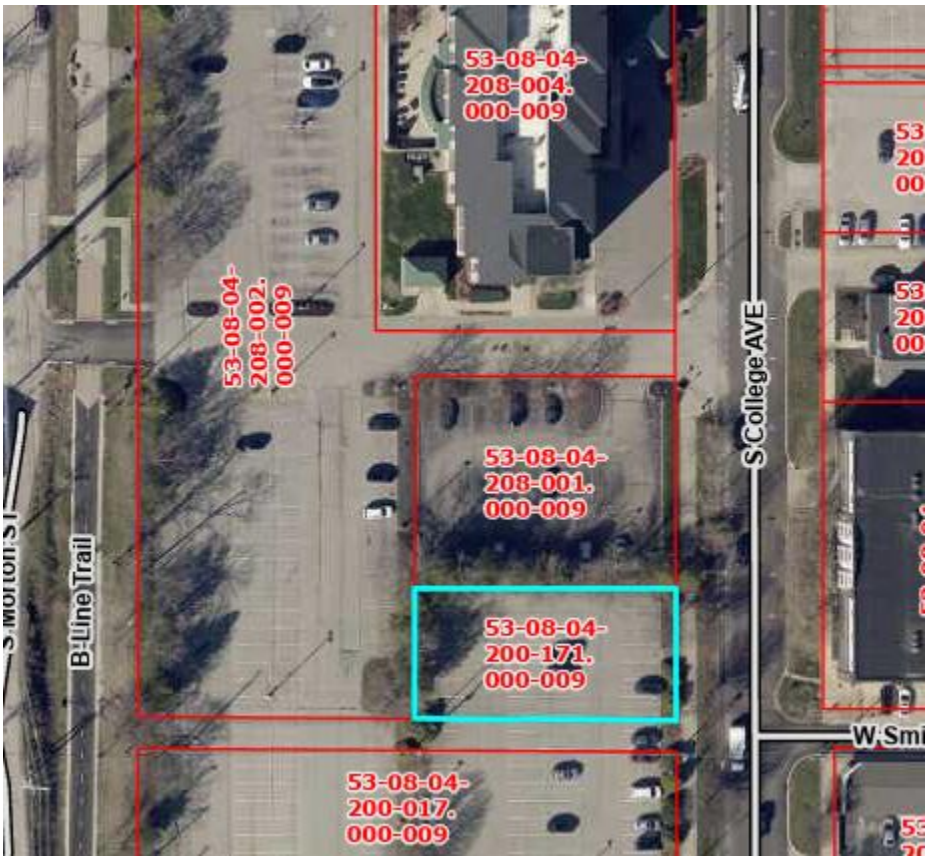
> Lot Number Two (2) in Convention Center Square as shown on the plat thereof recorded in Plat Cabinet C, Envelope 22, in the office of the Recorder of Monroe County, Indiana.

Tax IDs: 015-34090-00
015-60450-00

Parcel Numbers: 53-08-04-200-171.000-009
53-08-04-208-002.000-009

Addresses: 350 S. College Avenue, Bloomington, Indiana 47403
S. College Avenue, Bloomington, Indiana 47404


W 3rd
53-05-33-300-008.000-005
S College AVE
53-08-04-200-210.000-009
53-08-04-208-004.000-009
53-08-04-208-002.000-009
53-08-04-200-012.000-009
53-08-04-208-001.000-009
S Madison ST
B-Line Trail
53-08-04-200-206.000-009
W Smith
53-08-04-200-022.000-009


53-08-04-208-004.000-009
53-08-04-208-002.000-009
S College AVE
53-08-04-208-001.000-009
B-Line Trail
53-08-04-200-171.000-009
W Smi
53-08-04-200-017.000-009

26-08
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PAYMENT OF PROPERTY INSURANCE TO HYLANT

WHEREAS, the Bloomington Redevelopment Commission (RDC) owns variety of properties within its TIF districts, ("Property");

WHEREAS, the cost of the coverage and changes in for the RDC Property is $66,603.00, as shown by the invoice attached to this Resolution as Exhibit A; and

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

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

1. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed $66,603.00.

2. The payment authorized above may be made from the RDC's fund Account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

3. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on January 31, 2027.

4. The 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

HYLANT

hylant.com

Hylant - Indianapolis
10401 N Meridian St
Carmel, IN 46290-0901
P- (800) 678-0361
F- (317) 817-5151

Invoice #	**618764**
Date	**Balance Due On**
1/13/2026	**1/31/2026**
Insured	
City of Bloomington, Indiana	
Account Number	**Amount Due**
BLOOMIN-02	**$66,603.00**

City of Bloomington, Indiana
Attn: Redevelopment Commission
P.O. Box 100
Bloomington, IN 47402

When using the account number, invoice number and zip code on this invoice, you can complete a one-time payment, explore financing options, and set up auto payments by clicking the blue pay online button below.

PAY ONLINE

Please Return Top Portion of Invoice with Payment

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
Commercial Property			**Policy # 1161824**	**Effective: 1/1/26 - 1/1/27**	
Issuing Company					
5129329	1/1/2026	1/31/2026	RENB	2026/2027 Property & Inland Marine Renewal Policy	66,603.00
				Total Invoice Balance:	**$66,603.00**

PAYMENT INSTRUCTIONS

CHECK by MAIL

Payable to:
Hylant
PO Box 88145
Carol Stream, IL 60188-8145

CHECK by COURIER

Payable to:
Hylant
811 Madison Ave.
Toledo, OH 43604

Pay Online https://hylantgroup-clientpay.appliedpay.com/

26-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF INTELLECTUAL PROPERTY
AGREEMENT WITH INCREMENTAL DEVELOPMENT ALLIANCE
FOR SERVICES RELATED TO INCREMENTAL DEVELOPMENT ALLIANCE
TRAINING SESSIONS

WHEREAS, in Resolution 18-10, the 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 23-73, the RDC authorized the public offering of Hopewell South Blocks 9 and 10;

WHEREAS, a second, revised, updated offer authorized by the RDC for public offering of Hopewell South Blocks 9 and 10;

WHEREAS, by Resolution 25-84, any and all bids for Hopewell South Blocks 9 and 10 as they did not appropriately serve the goals and vision for Blocks 9 and 10 of Hopewell South;

WHEREAS, the RDC determined that a different course of action for Blocks 9 and 10 of Hopewell South is necessary as the existing plan is not achievable;

WHEREAS, by Resolution 25-85 the RDC entered into an agreement with Flintlock Ltd. Co. for a new comprehensive and coordinated design of Blocks 9 and 10 of Hopewell South at a cost not to exceed Three Hundred Thousand Dollars ($300,000.00);

WHEREAS, Flintlock Ltd. Co.'s scope included training by Incremental Development Alliance;

WHEREAS, Incremental Development Alliance training models are subject to intellectual property rights; and,

WHEREAS, the RDC has determined that the intellectual property rights of such services will further the public's best interests and redevelopment of Hopewell South and recognizes the same.

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 South Blocks 9 and 10 Project and the creation of a Planned Unit Development (PUD).

2. The Bloomington Redevelopment Commission finds that the Incremental Development Alliance intellectual property rights language (Exhibit A) further the public's best interests and redevelopment of Hopewell South and recognizes Incremental Development Alliance is covered under the Flintlock Ltd. Co. agreement.

3. 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

EXHIBIT A

13. Intellectual Property

a. Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made by the Alliance in the performance of this Agreement or which is derived from the use of information supplied by the Host shall be the exclusive property of the Alliance. Any work or materials produced under this Agreement is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the Alliance.

b. Host hereby grants to the Alliance, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any material included in or provided with the items delivered or services provided under this Agreement as reasonably required by the Alliance.

c. The Alliance, being the owner of all preexisting and newly created intellectual property, must authorize the creation of a derivative work. Unauthorized preparation of a derivative work constitutes copyright infringement of the preexisting work and is not copyrightable. The Host shall not offer training substantially similar to the Alliance's curriculum and shall not use the Alliance's training materials or demonstrative exhibits without prior written authorization from the Alliance. Host shall submit all requests to produce derivative works in writing, including a comprehensive description and enumeration of material differences from the original work. The Alliance shall not unreasonably withhold approval of derivative works, provided they do not create competing offerings as determined at the Alliance's sole discretion.

CONTRACT COVER MEMORANDUM

TO: Dana Robert Kerr
FROM: Anna Killion-Hanson
DATE: January 30, 2026
RE: for the approval of VET contract for required sampling at College Square

Contract Recipient/Vendor Name:	VET
Department Head Initials of Approval:	AKH
Responsible Department Staff: *(Return signed copy to responsible staff)*	HAND
Responsible Attorney: *(Return signed copy to responsible attorney)*	Dana Kerr
Record Destruction Date: *(Legal to fill in)*	1/1/37
Legal Department Internal Tracking #: *(Legal to fill in)*	26-99 - Resolution 26-10
Due Date For Signature:	ASAP
Expiration Date of Contract:	12/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	$14,159.79
Funding Source:	TIF 4445-15-159002-53990
W9/EFT Complete: *(Staff Member of Responsible Dept. to fill in)*	
Affirmative Action Plan Complete (if applicable): *(Staff Member of Responsible Dept. to fill in)*	
Procurement Summary Complete: *(Staff Member of Responsible Dept. to fill in)*	

Summary of Contract:
Required sampling for Site Status Letter at College Square

26-10
RESOLUTION OF THE
REDEVELOPMENT COMMISSION OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT WITH VET FOR
ENVIRONMENTAL SERVICES AT COLLEGE SQUARE

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

WHEREAS, in Resolution 25-46, the RDC approved $100,000.00 (One-hundred thousand dollars) for due diligence investigations at the College Square property located at 202-226 South College Avenue, Bloomington, Indiana ("Project");

WHEREAS, as part of the Project, the RDC in 2019 and 2023 performed Phase I investigations at the site and has been working with Brownfields and Indiana Department of Environmental Management to obtain a Site Status Letter;

WHEREAS, in order to further pursue a Site Status Letter further investigations are needed to delineate petroleum impacts in groundwater, confirm groundwater metal impacts and conduct a limited soil gas survey;

WHEREAS, due diligence investigations authorized in Resolution 25-46 does not have sufficient funds to complete the required sampling expenses listed in attached Attachment 1;

WHEREAS: City staff have negotiated an agreement with VET Environmental Engineering, LLC for an amount not to exceed Fourteen Thousand One Hundred Fifty-Nine Dollars and Seventy-Nine Cents ($14,159.79) for the Services ("Agreement"), which is attached to this Resolution as Attachment 1; and,

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement.

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

1. The Bloomington Redevelopment Commission reaffirms its support of the Project and reiterates that it serves the public's best interests.

2. The Bloomington Redevelopment Commission finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.

3. The Bloomington Redevelopment Commission hereby approves the Agreement for the Environmental Consultant and authorizes the City of Bloomington to expend an amount not to exceed Fourteen Thousand One Hundred Fifty-Nine Dollars and Seventy-Nine Cents ($14,159.79) to be payable in accordance with the terms of the Agreement ("Payment").

4. The Payment authorized above may be made from the Consolidated TIF, Downtown 4445-15-159002-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.

5. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

6. The Bloomington Redevelopment Commission delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Attachment 1

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
VET ENVIRONMENTAL ENGINEERING, LLC
FOR
GROUNDWATER INVESTIGATION

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

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language of this Agreement shall control.

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 Fourteen Thousand One Hundred Fifty-Nine Dollars and Seventy- Nine Cents ($14,159.79). Contractor shall

submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank]

5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.

7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC reserves the right to request that acceptable replacement sub-contractors be assigned to the project.

10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

13. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
    - **a.** Comprehensive General Liability Insurance.
        - **i.** $1,000,000 for each occurrence;
        - **ii.** $1,000,000 personal injury and advertising injury;
        - **iii.** $2,000,000 products and completed operations aggregate; and
        - **iv.** $2,000,000 general aggregate.
    - **b.** Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is $1,000,000 each accident.

c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--$1,000,000 for each accident, for each employee.
d. Umbrella/Excess Liability with a required limit of $1,000,000.
e. Cyber Attack and Cyber Extortion.
  i. Computer Attack Limit (Annual Aggregate) of $1,000,000;
  ii. Sublimit (Per Occurrence) for Cyber Extortion of $100,000; and
  iii. Computer attack and Cyber Extortion deductible (per occurrence) of $10,000.
f. Network Security Liability.
  i. Limit (Annual Aggregate) of $1,000,000; and
  ii. Deductible (per occurrence) of $10,000.
g. Electronic Media Liability.
  i. Limit (Annual Aggregate) of $1,000,000; and
  ii. Deductible (Per Occurrence) of $10,000.
h. Fraudulent Impersonator Coverage.
  i. Limit (Annual Aggregate) of $250,000; and
  ii. Deductible (Per Occurrence) of $5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the RDC prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the RDC within ten (10) days. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC's required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at its election to terminate the Agreement.

14. Conflict of Interest. Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

15. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

16. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

17. **Assignment.** Neither the RDC nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

19. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

21. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall sign the contract compliance certificate attached as **Exhibit "B"**.

22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign the e-verify affidavit which is

attached as **Exhibit "C"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

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

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

TO RDC:	**TO CONTRACTOR:**
Bloomington Redevelopment Commission	VET Environmental Engineering, LLC
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Sara R. Hamidovic
401 North Morton Street, Suite 130	2335 West Fountain Drive
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

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

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

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

26. Living Wage Ordinance. Contractor is responsible to determine if they are considered a "covered employer" and is obligated to pay at least a living wage to its covered employees in accordance with the City of Bloomington Ordinance 2.28, as that ordinance is written and amended from time to time. If a covered employer, Contractor shall execute the Living Wage Ordinance Affidavit which is attached as **Exhibit "D"**. Contractor shall post the Living Wage Poster provided to Contractor by the City of Bloomington Legal Department in prominent areas of Contractor's facilities frequented by their covered employees.

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

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

[*Signatures are on the following page.*]

Attachment 1

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

VET Environmental Engineering, LLC
BY:

Signature

Printed

Date

Attachment 1

EXHIBIT "A"

SCOPE OF WORK and SCHEDULE

See attached.

VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404
Phone: (812) 822-0400 Fax: (812) 650-3892
Email: info@vet-env.com

December 11, 2025

Ms. Anna Killion-Hanson – Executive Director
City of Bloomington Redevelopment Commission
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

Dear Ms. Killion-Hanson:

RE: Proposal for Groundwater Investigation and Reporting
226 South College Avenue, Bloomington, Indiana 47403

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal to the City of Bloomington Redevelopment Commission (RDC). We look forward to continuing to work with you and hope that our proposal will meet your needs and budget.

VET submitted historic investigations conducted at the Site by RDC's previous consultant to the Indiana Department of Environmental Management (IDEM) Brownfields Program for review. The goal of the submittal was to solicit guidance on next steps with the ultimate goal of receiving a Comfort Letter from IDEM. IDEM provided comments and a request for further groundwater investigation at the Site via email on November 24, 2025.

Tasks to be performed for Client:

1) **Groundwater Investigation:** IDEM requested further groundwater investigation to delineate groundwater impacts at the Site based on a review of historic investigations provided by RDC's previous consultant. VET will subcontract Strata Environmental Contractors, LLC (Strata) to advance five subsurface soil borings utilizing Geoprobe direct push technology (DPT). Soil boring locations will be located and mapped utilizing Avenza Maps, a mobile application that provides submeter accuracy. Boring logs will be completed in the field and detail the presence of fill, soil classification, color (identified with Munsell Chart), moisture, texture, and conditions including the presence of petroleum staining and atypical odors. Soil sampling will not be conducted as IDEM correspondence indicates soil impacts at the Site are delineated and further soil sampling is not required.

Temporary monitoring wells will be installed and groundwater sample collection attempted at all five boring locations. VET will record static water levels to determine groundwater flow direction. VET will collect groundwater samples to delineate identified groundwater impacts at the Site. Groundwater samples will be submitted for laboratory analysis of volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), lead, and arsenic in accordance with the established Site-specific list of contaminants of concern (COCs). Samples for lead and arsenic collected from the temporary monitoring wells will be sampled as one field filtered and one unfiltered sample to reduce generation of false positive results. Elevated concentrations of metals are often reported when collecting samples from temporary monitoring wells that cannot be fully developed prior to sample collection. A duplicate sample will be collected for quality assurance and quality control (QA/QC) purposes.

All samples will be transported to the Eurofins Laboratory in Tinley Park, Illinois for analysis under strict chain of custody documentation. All analytical testing will be reported utilizing Level IV QA/QC to ensure fully defensible analytical methodology.

2) **Reporting:** VET will prepare a report documenting all sampling methodologies, conclusions, and recommendations. Groundwater analytical results will be tabulated and compared to IDEM 2025 Risk-Based Closure Guide (R2) published levels. VET's report will include a potentiometric surface map that clearly exhibits groundwater flow direction as requested by IDEM.

3) **Agency and Client Coordination:** VET will coordinate with IDEM to ensure all investigations are conducted in accordance with IDEM guidance. VET will maintain an open line of communication with IDEM throughout the course of the project to ensure the project is completed in the most efficient and cost-effective manner.

Tasks to be performed for Client:

Item	Cost
Groundwater Investigation	**$8,620.42**
Reporting	**$3,609.92**
Agency and Client Coordination	**$1,929.45**
Grand Total	**$14,159.79**
Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2025 hourly rates (attached)	

Environmental consulting work will be billed on a time and materials not to exceed **$14,159.79**. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET's 2025 hourly rates, attached, in addition to the proposed services as "Out of Scope Work."

VET will provide the Client with electronic copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign the Consulting Agreement and return it to: rene@vet-env.com.

Respectfully,



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

Groundwater Investigation and Reporting
226 South College Avenue
Bloomington, Indiana 47403

Activity	Note	Units	Type		Unit Cost	Total Cost
Task 1. Groundwater Investigation						
Field Work	Principal Engineer	10	hours	@	$159.68	$1,596.80
	Senior Project Manager	10	hours	@	$118.55	$1,185.50
	Environmental Technician	3	hours	@	$77.43	$232.29
Field Equipment and Expenses	Drilling Subcontractor	1	each	@	$3,335.00	$3,335.00
	Decontamination Kit	1	day	@	$5.25	$5.25
	Munsell	1	day	@	$5.25	$5.25
	Hand Tools	1	day	@	$10.50	$10.50
	Daily Field Expense	1	day	@	$50.00	$50.00
	Geotech Geopump	1	day	@	$52.50	$52.50
	Tubing	100	feet	@	$2.10	$210.00
	Field Filters	5	each	@	$21.00	$105.00
	Mileage	15	miles	@	$0.83	$12.45
Laboratory Analytical (Groundwater Sampling)	VOCs - 5 Samples and 1 Duplicate (Plus Trip Blank) (MS/MSD)	7	each	@	$77.63	$543.38
	PAHs - 5 Samples and 1 Duplicate (MS/MSD)	6	each	@	$94.88	$569.25
	Lead (Unfiltered) - 5 Samples and 1 Duplicate (MS/MSD)	6	each	@	$25.88	$155.25
	Lead (Filtered) - 5 Samples and 1 Duplicate (MS/MSD)	6	each	@	$25.88	$155.25
	Arsenic (Unfiltered) - 5 Samples and 1 Duplicate (MS/MSD)	6	each	@	$25.88	$155.25
	Arsenic (Filtered) - 5 Samples and 1 Duplicate (MS/MSD)	6	each	@	$25.88	$155.25
	Level IV QA/QC	1	each	@	$86.25	$86.25
Subtotal						**$8,620.42**
Task 2. Reporting						
Reporting	Principal Engineer	4	hours	@	$159.68	$638.72
	Senior Project Manager	12	hours	@	$118.55	$1,422.60
	Environmental Technician	8	hours	@	$77.43	$619.44
	GIS Analyst	12	hours	@	$77.43	$929.16
Subtotal						**$3,609.92**
Task 3. Agency and Client Coordination						
Agency and Client Coordination	Principal Engineer	5	hours	@	$159.68	$798.40
	Senior Project Manager	5	hours	@	$118.55	$592.75
	Senior Environmental Scientist	5	hours	@	$107.66	$538.30
Subtotal						**$1,929.45**
GRAND TOTAL						**$14,159.79**

VET STANDARD RATES 2025

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

VET ENVIRONMENTAL ENGINEERING, LLC
2335 WEST FOUNTAIN DRIVE, BLOOMINGTON, IN 47404
812.822.0400 INFO@VET-ENV.COM | www.vet-env.com

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Ms. Anna Killion-Hanson, City of Bloomington Redevelopment Commission with office at 401 North Morton Street, Suite 130, Bloomington, Indiana 47404 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated December 11, 2025 including attachments and amendments ("SERVICES").

2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Groundwater Investigation and Reporting at 226 South College Avenue, Bloomington, Indiana.

3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

___ CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Fee Schedule.

___ CLIENT will pay a **lump sum** of **$0.00** for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

_X_ CLIENT will pay on **a time and material basis not to exceed** the sum of **$14,159.79**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing**: VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions : __ NONE _X_ ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC



By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name: Sara Rae Hamidovic, MS, PE, CHMM, CPESC

Title: President/CEO

Date: December 11, 2025

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste**: CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Document**s **and Records**: CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement**: The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.

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

Attachment 1

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

Attachment 1

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington RDC Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following:_____

_____

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

_____

_____

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

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

_____
Signature

_____
Printed name

26-11
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF
GENERAL MUNICIPAL ENGAGEMENT AGREEMENT WITH
REEDY FINANCIAL GROUP, PC

WHEREAS, Indiana Code Title 36, Article 7, Chapter 14 primarily governs redevelopment commissions, with specific reporting requirements for annual reports and spending plans;

WHEREAS, the Controller, as Treasurer of the City of Bloomington Redevelopment Commission (RDC), is responsible for preparing financial reports for the RDC;

WHEREAS, Reedy Financial Group specializes in producing reports and financial analysis for redevelopment commissions in Indiana;

WHEREAS, the Controller has worked with Reedy Financial Group, PC in 2024 and 2025, and they provide valuable contributions to the quality and accuracy of reports;

WHEREAS: City staff have negotiated an agreement with Reedy Financial Group, PC for an amount not to exceed Eighty-Five Thousand Dollars ($85,000.00) for the Services ("General Municipal Engagement"), which is attached to this Resolution as Attachment 1; and,

WHEREAS, there are sufficient funds in the TIF operating account number 2519-15-150000-53990, to pay for the Services pursuant to the terms of the Agreement.

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

1. The Bloomington Redevelopment Commission hereby approves the General Municipal Engagement in Attachment 1 and authorizes the associated expenditures in an amount not to exceed Fourteen Thousand Eighty-Five Thousand Dollars ($85,000.00) to be payable in accordance with the terms of the agreement ("Payment").

2. The Payment authorized above may be made from the operating TIF account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.

3. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on January 31, 2027.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Reedy Financial Group, PC

9000 Keystone Crossing, Suite 660
Indianapolis, Indiana 46240
(317) 820-3440
www.ReedyFinancialGroup.com

January 23, 2026

Redevelopment Commission Executive Director
City of Bloomington Redevelopment Commission
401 N Morton St. Suite 240
Bloomington, IN 47404

Reedy Financial Group, P.C. (the "Municipal Advisor") appreciates the opportunity to serve as municipal advisor to the City of Bloomington Redevelopment Commission (the "Client") in connection with the potential issuance of municipal securities and other debt obligations, including bonds, notes, loans, lease-rental obligations, and other financing arrangements, whether publicly offered, privately placed, or negotiated. This engagement (the "Agreement") shall be effective from the date of approval (the "Effective Date") through December 31, 2027 (the "Agreement End Date"). Upon acceptance, this Agreement shall constitute the mutual agreement of the parties regarding the terms and conditions of the Municipal Advisor's engagement, effective as of the Effective Date.

1. Scope of Services.

(a) ***Services to be provided.*** Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities and any other debt obligations (the "Issue" or "Issues") set forth in **Appendix A** (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein, as requested by Client, and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issues or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties

agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Use of Technology and Artificial Intelligence (Client Consent)

To enhance the quality, accuracy, and efficiency of our municipal advisory services, RFG may utilize secure technology platforms, including artificial intelligence ("AI") and machine-assisted tools, for purposes such as data analysis, document preparation, financial modeling, drafting communications, reviewing information, and workflow support.

Any AI or technology tools used by our firm are subject to commercially reasonable security, confidentiality, and data-handling controls consistent with our regulatory obligations as a registered Municipal Advisor, including our duties under Rule G-42 (Duties of Non-Solicitor Municipal Advisors), Rule G-17 (Fair Dealing), and Rule G-44 (Supervisory and Compliance Obligations), as well as applicable federal and state privacy standards.

We do not input confidential client information into publicly available, unsecured, or non-compliant AI systems, nor do we permit client data to be used for external model training or unrelated third-party purposes. All use of AI remains subject to our obligation to safeguard client information and to exercise independent professional judgment.

Executing this engagement letter constitutes as written consent for RFG to use AI and related technologies solely in support of the services outlined in this agreement and consistent with our regulatory, confidentiality, and professional obligations. RFG retains responsibility for the professional judgement applied to the engagement and for services performed in accordance with applicable standards of care.

Opt-Out Provision

If the Client prefers restricting our use of AI-assisted tools for this engagement, Municipal Advisor will reasonably accommodate such requests to the extent practicable without

impairing our ability to perform the agreed-upon services. To opt-out, the Client may notify Municipal Advisor in writing at any time.

4. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated as provided below, on the Agreement End Date. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

5. Compensation.

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor along with expenses incurred in preliminary preparation of the issue, in connection with any services provided hereunder shall be reimbursed, as set forth below:

Municipal Advisor will charge based on hours billed and at the rates outlined as follows:

Position:	**Hourly Rate Range:**
Administrative – Owner/Director	$150.00 - $350.00
Out of Pocket Expenses:	At Cost

If the Client elects not to proceed with any Issue contemplated under this Agreement, the Municipal Advisor shall bill the Client for time incurred in connection with such Issue. The Municipal Advisor will track time separately for each Issue, as applicable, and may invoice the Client monthly or, at the Municipal Advisor's discretion, defer invoicing until the closing of an Issue. If work on any Issue extends beyond the Agreement End Date, the Municipal Advisor will request a separate, project specific engagement letter for such continued services.

(b) **Indemnification.** RFG shall indemnify and hold harmless the Client and all elected officials and employees of the Client from any and all claims, losses, judgments, causes of action, damages, or liability arising from any and all actions, whether acts or omissions, caused by the negligent, reckless or willful acts of RFG.

The Client shall indemnify and hold harmless RFG, its partners, officers, members, agents, officials and employees from any and all claims, losses, judgments, causes of action, damages, or liability arising from any and all actions, whether acts or omissions, caused by the negligent, reckless or willful acts of the Client.

Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

6. Required Disclosures. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

7. Insurance. During the performance of any and all Services under this Agreement, RFG shall maintain insurance coverage appropriate to the nature of the Services being performed and customary for firms providing similar professional services. Such insurance shall be maintained in commercially reasonable amounts and on terms reasonably acceptable to Client.

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

RFG shall provide a Certificate of Insurance showing each insurance policy to Client prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to Client within ten (10) days. Approval of the insurance by Client shall not relieve or decrease the extent to which RFG may be held responsible for payment of damages resulting from RFG's provision of the Services or its operations under this Agreement. If RFG fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Client's required proof that the insurance has been procured and is in force and paid for, Client shall have the right at its election to terminate the Agreement.

8. Non-Discrimination. RFG 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. RFG understands that Client prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for Client. If RFG believes that a Client's employee engaged in such conduct towards RFG and/or any of its employees, RFG or its employees may file a complaint with the City Department head in charge of the RFG's work, and/or with the human resources department. Client takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

9. Compliance with Laws. In performing the Services under this Agreement, RFG 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, RFG shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Client in a timely manner of the conflict, attempts of resolution, and planned course of action. RFG shall sign the contract compliance certificate attached as **Appendix B.**

10. 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 **Appendix C**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement, if applicable.

11. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Indiana and the United States of America. The parties agree to submit to the exclusive jurisdiction and venue of the state courts serving Monroe County, Indiana, and the federal courts serving the Southern District of Indiana for any action arising out of, connected with, related to or incidental to the relationship established in connection with this Agreement, and each party expressly waives any objections to jurisdiction or venue in such courts.

12. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

13. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

14. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

City of Bloomington Redevelopment Commission Executive Director
City of Bloomington Legal Department

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Dated This 2nd day of February, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____ _____
John West, Secretary Date

Reedy Financial Group P.C.

_____
Signature

APPENDIX A –
SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the Client's Issues.

Activities

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to any Issues in carrying out this engagement, as directed by Client.

Provide some or all of the following services with respect to Client's new Issues:

1. Evaluate options or alternatives with respect to the proposed new Issues
2. Review recommendations made by other parties to Client with respect to the new Issues
3. Review financial and other information regarding Client, the proposed Issues and any source of repayment of or security for the Issues
4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
5. Assist Client in establishing a plan of financing
6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issues
7. Prepare the financing schedule
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issues
10. Attend meetings of Client's governing body, as requested
11. Advise Client on the manner of sale of the Issues
12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement or other offering documents
13. If the Issues is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
14. If the Issues is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issues
16. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issues, including advising on the selection of a dissemination agent

17. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
18. In a negotiated sale, assist Client in the selection of underwriters
19. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
20. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
21. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
22. Review required underwriter disclosures to Client
23. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, etc.) to work on the Issues
24. Respond to questions from bidders, underwriters or potential investors
25. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
26. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close any Issues
27. Coordinate working group sessions, closing, delivery of the new Issues and transfer of funds
28. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
29. Review, analyze, or project the Client's existing and proposed obligations, including debt, leases, loans, and other financial commitments, for the limited purpose of evaluating their potential impact on the structure, timing, feasibility, and affordability of the Issue.
30. Provide such other usual and customary financial advisory services as may be requested by Client.

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by Reedy Financial Group, PC ("Municipal Advisor") to the **City of Bloomington Redevelopment Commission** (the "Client") in connection with the Municipal Advisor Engagement Letter dated **January 23, 2026** (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest - Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations - As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement are in a non-fixed amount established at the outset of the Agreement. This form of compensation presents a potential conflict of interest because, Municipal Advisor may recommend more time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interest of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interest, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interest of various

clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationship would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.

PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at: https://www.sec.gov/edgar/browse/?CIK=1623997

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART C – Other Information for Municipal Advisory Clients

RFG is a Municipal Advisory firm, registered with both the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). As such, after the establishment of a municipal advisory relationship RFG must provide the website address for the MSRB and a link to an online brochure on educational information for municipal advisory clients from the MSRB.

- https://www.msrb.org/
- https://www.msrb.org/-/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?

Dated: January 23, 2026

APPENDIX 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

APPENDIX C

AFFIDAVIT REGARDING E-VERIFY

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

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