

Redevelopment Commission Meeting

Agenda for Monday, June 1, 2026, at 5 p.m.

This meeting will be held in the McCloskey Conference Room Suite 135, City Hall, 401 N. Morton St) and may also be accessed via [ZOOM](#). Meeting ID 833 7320 8608. Passcode 705373.

Redevelopment Commission meetings can be watched on the following websites:

- Link to CATS TV can be found here: [CATS TV](#)
- Link to YouTube can be found here: [YouTube](#)

Materials for this meeting can be found on the Redevelopment Commission's website, which is located [here](#).

1. Roll Call

2. Approval of Minutes

- A. [May 4, 2026](#)

3. Claims

- A. [Claim Register for May 22, 2026](#)

4. Payroll

- A. [Payroll Register for May 15, 2026](#)

5. Reports

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report - [TIF Project Status](#)
- D. Business Development Update

6. New Business

- A. [Resolution 26-33](#): Determination of No Excess Assessed Value in the Allocation Areas and Notice Thereof
- B. [Resolution 26-34](#): Approval of Technology Upgrades at The Mill
- C. [Resolution 26-35](#): Approval of Final Conditions Passed by the Common Council for the Hopewell South PUD Ordinance
- D. [Resolution 26-36](#): Approval of Hopewell South Lot Line Adjustment
- E. [Resolution 26-37](#): Approval of Agreement with Calumet Construction for Temporary Storage at Hopewell East Development

- F. [Resolution 26-38](#): Authorization for City Staff to apply for the Submission of a Primary Plat, Secondary Plat, Plat Vacation, PUD Final Plan, and all associated permits/approvals for Hopewell South on behalf of the RDC
- G. [Resolution 26-39](#): Approval of Professional Services Agreement with Applied Engineering for Plumbing Engineering Services at the Fourth Street Garage

7. Adjournment

Board Membership

Pursuant to applicable law and policy, and in compliance with Indiana Code 5-14-9-6, the following details are provided regarding the officers serving on this committee:

Board Member	Appointed By	Appointment Date	Term
Deborah Myerson, President	Common Council	02/06/2026	1/1/2026 to 12/31/2026
Sue Sgambelluri, Vice- President	Mayor	1/30/2026	1/1/2026 to 12/31/2026
John West, Secretary	Mayor	1/30/2026	1/1/2026 to 12/31/2026
Randy Cassady	Common Council	2/06/2026	1/1/2026 to 12/31/2026
Laurie McRobbie	Mayor	1/30/2026	1/1/2026 to 12/31/2026
Sam Fleener, MCCSC Representative, non-voting	MCCSC	-	
Anna Killion-Hanson, Redevelopment Commission Executive Director		-	
Geoff McKim, Redevelopment Commission Treasurer			

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The Redevelopment Commission met on Monday, May 4, 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=15809>

1. Roll Call

Commissioners Present:

Deborah Myerson, President
Sue Sgambelluri, Vice President
John West, Secretary
Randy Cassady
Laurie McRobbie

City Staff Present:

Anna Killion-Hanson, Director, Housing and Neighborhood Development Department (HAND)
Christina Finley, Assistant Director, HAND
Tammy Caswell, Financial Specialist, HAND
[Angela Van Rooy](#), Program Manager, HAND
Jane Kupersmith, Director, Economic & Sustainability Department (ESD)
Dana Robert Kerr, Assistant City Attorney, Legal Department
Geoff McKim, City Controller, Controller's Office
Kendall Knoke, Project Engineer, Engineering Department

Others Present:

Amber Core, Gwen Zimmer, Bryce Green, Barry Herbers, Dave Askins, B-Square, Sarah Woolford, Housing Solutions Director, Habitat for Humanity, Justin Chang, Reedy Financial

2. Approval of Minutes

- A. April 20, 2026, Executive Session Summary
- B. April 20, 2026

Sue Sgambelluri moved to approve the regular meeting minutes, as well as the Executive Session Summary for April 20, 2026. Laurie McRobbie seconded the motion. The motion passed unanimously.

3. Claims

Claims Register for April 24, 2026

Laurie McRobbie moved to approve the April 24, 2026 Claims register. Sue Sgambelluri seconded the motion. The motion passed unanimously.

4. Payroll

Payroll Register for May 1, 2026

Laurie McRobbie moved to approve the May 1, 2026 Payroll Register. Sue Sgambelluri seconded the motion. The motion passed unanimously.

5. Reports

A. Director's Report

Anna Killion-Hanson reported that the Hopewell PUD will return to Council on Wednesday. She added that Kendall Knoke from the Engineering Department is expected to provide an update at this evening's meeting.

Killion-Hanson also shared that she was recently invited by HUD to give a presentation highlighting several of the City's programs. HUD presented Killion-Hanson with two awards. Killion-Hanson was available to answer questions.

B. Legal Report

Dana Kerr shared that after the business report, there will be a proposed Resolution and discussion about the Hopewell PUD and where council and RDC are currently positioned. Kerr was available to answer questions.

C. Treasurer's Report

Geoff McKim reported that he and Christina Finley have been working to update and revitalize a report previously prepared by the former City Controller, which outlines each TIF area along with its outstanding commitments and expenses. He noted that the latest version will be included in the next meeting packet. McKim was available to answer questions.

D. Business Development Update

Jane Kupersmith shared that she had sent an email to Commissioners earlier in the week regarding the Trades District Annual Block Party. The date has been set for September 25 from 5:00 p.m. to 8:00 p.m. The public has been invited. Kupersmith was available to answer questions.

E. Hopewell Engineering Update

Kendall Knoke provided an update on the lot line adjustment project, which includes the creation of three lots and four units as part of Phase Zero. Knoke stated that the lot line adjustment is expected to be completed and recorded by Wednesday, May 6, 2026. The next step will be for the consultant, Flintlock, to submit applications for building permits, after which the permits will be available for a builder to obtain and begin construction. Construction is expected to begin this

year. The plat is expected to go before the Plan Commission in June. He explained that the remaining item under consideration is the affordable housing component, which does not directly affect the plat itself. Staff is continuing to evaluate several aspects of the project design and is seeking feedback from the RDC. One area under consideration is First Street, the newly reconstructed roadway adjacent to the development. Staff is considering the possibility of adding parking along First Street to help meet the needs of the future neighborhood. As part of the subdivision buildout, utility connections will need to be installed within the roadway. Knoke also noted that a sanitary sewer line was crushed during construction and will need to be rebuilt. Consultants completed a preliminary review of the feasibility of adding approximately twenty-one public parking spaces along First Street. Knoke stated that the estimated cost to relocate trees, create the parking spaces, and move the sidewalk is approximately \$218,000. Costs associated with repairing the crushed sewer line would be separate. The Legal Department is currently determining responsibility for those costs. Knoke also discussed ongoing meetings with homebuilders to streamline the construction process in Hopewell South. One topic involved right-of-way permits, which currently require coordination with the Engineering Department and approval from the Board. To simplify the process, staff proposed having the RDC's project manager work directly with homebuilders to determine what street closures or permits would be needed and then bring those requests forward for approval, relieving builders of that responsibility. He also noted that staff is considering that the RDC cover right-of-way permit fees, estimated at approximately \$100 per permit, or roughly \$5,000. City staff would complete the upfront work, after which the contractor would assume responsibility once addresses are established and building permits are ready to be obtained. Impact fees would also help cover planning costs. He noted that accessible and visitable units would be located on the first floor.

Kendall Knoke also discussed water and sewer connection fees associated with the Hopewell South project. The proposed fee is \$4,308 per unit for 98 units, totaling \$422,184. The fees would cover plant costs and the infrastructure needed to connect the homes to the City's water filtration and sewage treatment systems. A formal resolution regarding the fees is expected to come before the RDC within the next two weeks. Knoke was available for questions.

6. New Business

A. Resolution 26-30: Approval of Neighborhood Improvement Grants.

Angela Van Rooy presented Resolution 26-30. Seven applicants were selected for Neighborhood Improvement Grants. Van Rooy thanked Commission members who assisted in the selection process, along with representatives from neighborhood associations and City departments who provided recommendations on project funding. Laurie McRobbie; Tom Payne, President of the Near Westside Neighborhood Association; Caleb Throckmorton, President of the Matlock Heights Neighborhood Association; Maria McCormick, City Engineering Department; and Dana Workman, Public Works Street and Traffic Division, made recommendations regarding project funding, with a total award amount of \$30,000. Funding will be allocated from line 1101-15-151000-53960.

- Bentley Court Community Association. This is the second year of a three-year project. For their Wildlife Corridor — \$8,000
- Bloomington Housing Authority Residents Council: Walnut Woods Community Pantry Makeover — \$6,550
- Gentry Estates Homeowners Association: Cluster Mailbox Replacements — \$3,000
- Gentry Honors Homeowners Association: Refurbish main entrance signs — \$2,600
- Prospect Hill Neighborhood Association: Improvements in Rose Hill Cemetery to restore ailing headstones — \$4,000
- Sherwood Green Homeowners Association: Replacement of Private Street Signs — \$3,500
- Spicewood Neighborhood Association: Native Pollinator Garden — \$2,350

Van Rooy was available for questions.

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

John West moved to approve Resolution 26-30. Randy Cassady seconded the motion. Deborah Myerson abstained from the vote. The motion passed 4-0-1.

Begin Public Hearing

B. Resolution 26-31: Modifying and Confirming a Declaratory Resolution for Summit District Economic Development Area.

Dana Kerr presented Resolution 26-31, the process had “finally come full circle.” Resolution 26-17, previously approved by the RDC on March 2, 2026, established the Summit District Economic Development Area pursuant to Indiana Code and designated a portion of the area as an allocation area. The allocation area included Shasta Meadows, the first of five planned neighborhoods near Weimer Road, which would operate as a residential TIF allocation area with a residential housing development program. The proposal was later approved by the City of Bloomington Plan Commission on April 13, 2026, and subsequently adopted by the Bloomington Common Council on April 22, 2026. The Summit District Planned Unit Development, which was adopted in 2024, had identified tax increment financing as a necessary component to support infrastructure improvements and utility expansion for the development.

Following passage of House Enrolled Act 1001, which amended expiration requirements for residential TIF districts effective July 1, 2026, the confirmatory resolution was updated to provide that the residential housing development program would expire on the earlier of either 25 years after the first bond or lease obligation is incurred or when those obligations are fully satisfied. The resolution also removes a portion of the new district from the Consolidated TIF so it may function as a standalone TIF district. Kerr was available for questions.

John West asked whether an estimate had been determined for the total amount of tax increment financing revenue the district would generate over the life of the TIF area, noting that if bonds are issued, the term could extend for approximately 25 years.

Dana Kerr responded that Reedy Financial Group has been preparing a report regarding projected revenues.

Justin Chang shared projections related to Shasta Meadows. This is for anticipated three-year buildout for development, with TIF revenues beginning in 2029 at approximately \$200,000. Revenues are projected to increase as construction progresses, with full buildout anticipated in 2032. Chang explained that 2032 would be the first full year in which the district would generate its projected annual TIF revenue of approximately \$700,000. Chang further clarified that the district would not necessarily receive the full 25 years of TIF revenue at the projected \$700,000 annual level, because the allocation period is tied to the date bonds are issued for infrastructure improvements rather than the date the district is established. Kerr and Chang were available to answer questions.

Deborah Myerson asked for any public comments. There were no public comments.

Laurie McRobbie moved to approve Resolution 26-31. [John West](#) seconded the motion. Randy Cassady abstained from the vote. The motion passed 4-0-1.

End of Public Hearing

Dana Kerr shared that he and staff had drafted a potential Resolution for Hopewell South and the PUD.

Resolution 26-32: Approval of Certain Conditions passed by the Common Council for the Hopewell South PUD Plan and Position on Uncertain Conditions.

Dana Kerr and Anna Killion-Hanson presented the proposed Resolution 26-32.

Kerr explained that the resolution was drafted in response to conditions adopted by the Bloomington Common Council and to address legal questions regarding whether those provisions constituted “reasonable conditions” or formal amendments to the PUD. Kerr stated that existing case law requires petitioner agreement for amendments and that adoption of the resolution would formally acknowledge and accept certain Council provisions.

Deborah Myerson asked whether staff had completed a cost analysis to determine the financial impact of the proposed infrastructure upgrades for transparency purposes. Killion-Hanson responded that widening sidewalks alone could increase costs by approximately 20% and emphasized that added requirements could affect the long-term affordability of the project. Commissioners also discussed proposed language revisions related to construction costs and affordability impacts.

John West raised concerns about the language related to all-electric units.

Killion-Hanson added that staff intentionally used flexible language in the PUD to preserve design flexibility while maintaining compliance with standards. Killion-Hanson also noted that rising material costs, interest rates, and broader economic conditions could further affect

affordability. She shared that staff could present recommendations for periodic affordability updates to the Council rather than committing to fixed affordability targets before final costs are known.

Kerr added that increased PUD detail limits Engineering staff flexibility and stated that requiring all-electric units as a government-imposed condition would violate state law.

Deborah Myerson asked for public comments. There were no comments from the public. John West moved to approve Resolution 26-32, as amended. Sue Sgambelluri seconded the motion. The motion passed unanimously.

Business Update

Deborah Myerson stated that there was a proposed memorandum regarding a potential land swap for the RDC to consider. Myerson explained that the memorandum was intended as part of the broader discussion surrounding the proposed property exchange involving College Square and parcels south of the convention center.

Myerson read aloud the proposed memorandum which was addressed to John Whikehart, Chair of the Capital Improvement Board. The memorandum was contributed by John West and would be issued on behalf of the RDC President. The memorandum was titled "RDC Response to the Proposed Property Swap Between College Square and the Parcels South of the Convention Center."

Deborah Myerson opened the floor for questions from Commissioners regarding the memorandum. The memorandum will be included as part of the minutes at an upcoming meeting.

John West encouraged Commissioners to continue moving forward with the land swap proposal and discussed the issue in relation to the RDC's broader purpose and redevelopment goals.

Anna Killion-Hanson added that, in order to continue advancing critical affordable housing development in the Hopewell South neighborhood, the RDC would accept the conditions placed on the Hopewell South PUD by the Bloomington Common Council provided those conditions did not significantly undermine the project's affordability goals.

Public comment was received from several individuals who spoke in support of the proposed land swap, including Amber Core, Bryce Green, Barry Herbers, Gwen Zimmer, and Sarah Woolford.

Myerson requested a motion to approve sending the memorandum to the CIB, including the referenced annotation and legal citation. Randy Cassady stated that he hoped the CIB would extend leases for existing tenants affected by the proposal.

John West moved to approve the distribution of the memorandum to the CIB, with Commissioners copied on the original email transmission. Sue Sgambelluri seconded the motion. The motion passed unanimously.

End Public Hearing

7. ADJOURNMENT John West moved to adjourn. The meeting adjourned at 8:08 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

MEMORANDUM

TO: John Whitehart, Chair, Capital Improvement Board (CIB)
FROM: Deborah Myerson, President, on behalf of the City of Bloomington Redevelopment Commission (RDC) (Adopted unanimously 5-0)
DATE: May 4, 2026
RE: RDC Response to Proposed Property Swap — College Square / W. 2nd St. & S. College Ave. Parcels

Purpose

This memo outlines the reasoning and considerations that informed the unanimous decision by the City of Bloomington Redevelopment Commission (RDC) on April 20, 2026, to decline the Capital Improvement Board's (CIB's) proposed property swap involving the College Square property at W. 4th Street and S. College Avenue (also known as the Bunger & Robertson lot) and four parcels at W. 2nd St. & S. College Ave.

Background and Statutory Role of the RDC

Redevelopment commissions, as authorized under the laws of the State of Indiana, are charged with advancing community and economic development through strategic investment. The RDC fulfills this mission by capturing incremental property tax revenue generated within designated Tax Increment Financing (TIF) districts in the City of Bloomington. These funds are reinvested into critical public infrastructure, safety improvements, and site readiness efforts that catalyze private investment, support long-term economic growth, and strengthen existing neighborhoods. In doing so, the RDC enables transformative projects that would not otherwise be feasible without targeted TIF support.

The RDC is not chartered to function as a commercial developer, building contractor, landlord, property manager, or land bank. Those roles fall outside our statutory mandate and, primarily, operational capacity.

2025 Priorities

At the start of 2025, the RDC established two primary objectives:

1. **Advance inherited projects:** Move forward on Hopewell, The Mill/Tech Park, and initiate work on Sudbury.
2. **Manage the real estate portfolio:** Sell or otherwise put to productive use RDC-owned parcels that currently serve no clear purpose.

The RDC's existing workload is manageable and can be funded at the current TIF levels, but the TIF fund is not a bottomless bank account.

Considerations Regarding the Proposed Swap

When the CIB proposed exchanging College Square for the four parcels at W. 2nd St. & S. College Ave., the RDC evaluated the proposal against both its financial position and its core objectives. Several factors weighed against acceptance:

- **Financial terms were unfavorable.** The exchange did not represent a sound financial opportunity for the RDC. The RDC fulfilled its statutory obligation by obtaining two independent appraisals of College Square, which averaged \$7.59 million. No comparable appraisals, environmental assessments, or rent roll documentation were provided for the four W. 2nd St. parcels at the time of the swap proposal, making a sound financial comparison impossible.
- **Operational burden.** The W. 2nd St. buildings include contributing historic structures that would require coordination with the Historic Preservation Commission and potential demolition delay proceedings. Several buildings exhibit significant deferred maintenance, commercial tenants are departing, and residential leases are not being renewed. The RDC has no staff capacity, management infrastructure, or statutory mandate to assume ongoing landlord responsibilities. Absent the capacity to actively manage, create a plan, and reinvest in these properties, transferring such responsibilities to the RDC would likely perpetuate—or further exacerbate—the pattern of deferred maintenance and building degradation that tenants have experienced under prior county ownership.
- **Strategic misalignment.** Accepting the parcels would have been a distraction from the RDC's objectives as described above.
- **Likely short-term outcome.** Given the above, any RDC ownership of the parcels would likely have been temporary, making acceptance an inefficient use of RDC time and resources. A 30-day moratorium would not have been sufficient time to complete appraisals and environmental reviews for the southern parcels.
- **Financial Burden on Limited Resources.** The four CIB parcels would need to undergo due diligence (which hasn't been done to date), assistance to renters whose leases will terminate, securing and possible repair of structures, studies to determine highest and best use of the property, possible site remediation or preparation, and an offering process. The RDC has committed itself to other projects and cannot add on this

additional project, and reasonably believes that all projects could be financed appropriately.

A Note on the History of the Four Parcels

Both the current custodian (the CIB) and the prior owners (Monroe County Commissioners) originally designated these parcels for *convention center use or support services*, a purpose funded by innkeeper's tax revenue. When the swap was proposed to the RDC, that designated use was set aside without explanation. The RDC believes the custodians of the innkeeper's tax deserve transparency on how these assets are ultimately deployed.

The Public Offering Supports Convention Center Goals

The RDC's decision to move forward with a public offering for College Square is not a rejection of the convention center's goal of securing a host hotel. To the contrary:

- **The CIB is expressly welcome to respond to the public offering** on the same terms as any other party.
- **The offering language specifically contemplates hotel proposals**, and any respondent proposing a hotel would be required to obtain necessary CIB approvals as a condition of the offering — ensuring alignment between the two bodies.
- **Moving forward with the offering actually accelerates the timeline for resolution**, creating more options rather than fewer.

The RDC evaluates responses based on project quality and alignment with its economic development objectives. A compelling hotel proposal that serves the convention center's needs will receive serious consideration.

The Public Offering Lets the Market Determine Value

The RDC's decision to pursue a public offering is not only procedurally appropriate, but it is the only method that allows the market to establish what College Square is actually worth.

- **Appraisals set a floor, not a ceiling.** The two independent appraisals establish the minimum the RDC will accept for College Square. A competitive process creates the conditions for the market to speak. Any response that exceeds the floor would be a direct benefit to the community. In the event the offers are less, this is a true indication of the property's value for the type of economic development requested.

- **Limitations of Appraised Value Relative to RDC Policy and Council Direction.** The appraisals do not fully account for the RDC’s policy objective to exclude student-oriented multifamily development, which typically represents the highest-value use under an income-based valuation approach. As a result, the valuations may overstate market assumptions that are not aligned with the RDC’s intended development outcomes. In May 2024, the City Council transmitted a letter, signed by eight of nine members, expressing a preference that the RDC recover the full acquisition cost of the parcels. While the Council does not have statutory authority to impose this requirement, the RDC has taken this guidance into consideration in the interest of intergovernmental cooperation. Accordingly, failing to test the market and make a good-faith effort to achieve that outcome would be inconsistent with the Council’s stated direction. By contrast, a subsequent letter received in December 2025 indicated support for a land swap from only three Council members, reflecting a position that did not constitute a majority and therefore lacks the same level of collective Council endorsement.
- **The proposed swap bypassed price discovery entirely.** No market test was applied to the W. 2nd St. parcels, and none was proposed. Accepting the exchange would have required the RDC to assign value to those properties based on the CIB's framing rather than independent evidence. The public offering corrects for that.
- **Transparency strengthens whatever outcome follows.** If a hotel proposal ultimately prevails through open competition, its legitimacy is greater than if it had been awarded through a bilateral exchange conducted under time pressure. A competitive process protects all parties, including the CIB.

RDC Support for the Convention Center and Host Hotel

The RDC has been an active partner in the success of Bloomington's convention center expansion. The RDC has consistently demonstrated this commitment over the last two years in several concrete ways:

- **2024 – 2025: Over a Year of Active Negotiations.** For more than a year, the City of Bloomington and Dora Hospitality negotiated an agreement centered on the College Square site as the host hotel location. The Hunden Study notes that the average public subsidy for a headquarters hotel over the past 25 years is approximately 33 percent, with some communities financing such projects entirely through public bonds, and cautions that the City and County should be prepared for this reality. Despite this, substantive discussions regarding how to address the anticipated funding gap did not occur and were largely presumed to fall to the RDC. While the cost of the land alone

does not approach a 33 percent subsidy, the RDC nonetheless engaged in good-faith efforts over an extended period to bridge that gap to the greatest extent feasible.

- **April 2025: \$100,000 for a Site Analysis.** The RDC approved \$100,000 to fund a site analysis for the parcel when Dora Hospitality was evaluating the feasibility of building the host hotel on the property. The RDC retained ownership of that work product.
- **May 2025: College Square as a Construction Asset.** In a direct, tangible contribution to the project's operational need, the RDC allowed Weddle Brothers Construction to use the College Square property as a construction management office throughout the convention center expansion project at no cost to the CIB.
- **June 2025: \$300,000 for Architectural Designs.** At its June 2, 2025 meeting, the RDC authorized an additional \$300,000 to support a potential agreement with Dora Hospitality — specifically to fund architectural drawings to determine what portion of the RDC's real estate would be needed for the hotel, establish the proposed structure and design plans, and produce renderings of the overall hotel concept. Taken together, the RDC's April 2025 and June 2025 expenditure commitments represent \$400,000 in pre-deal investment on behalf of the hotel project — commitments that may appropriately be counted among the public incentives Dora representatives described as necessary to make the project financially viable when presenting to the CIB in September 2024.
- **2025 – 2026: Two Independent Appraisals of College Square.** Consistent with its statutory obligations and its commitment to fiscal transparency, the RDC commissioned two independent appraisals of College Square — one by First Appraisal (completed March 13, 2026, at a cost of \$5,000) and one by Michael C. Lady Advisors (completed May 9, 2025, at a cost of \$3,950). The average of those two appraisals, \$7.59 million, became the minimum offering price for the public offering now underway.
- **November 2025: Affirmed Commitment at the CIB Meeting.** When the CIB set a December 17, 2025 deadline for concrete progress on the hotel, the RDC provided an update at the CIB's November 2025 meeting. RDC Executive Director Anna Killion-Hanson told CIB members directly that the RDC remained committed to supporting the convention center hotel project. She also described the funding challenge candidly, noting, "Despite offering a significant contribution, a very large funding gap does still exist." At the same meeting, RDC member John West added that the commission had spent considerable time with city legal counsel and the controller's

office to identify every available funding mechanism, stating, "We want this project to happen. We think that the Bunger & Robertson property is ideal for the hotel — but funding is what it is."

- **April 6, 2026: Conveyance of Parcels to CIB.** The Redevelopment Commission approved the conveyance of three parcels to the CIB at no cost for Convention Center expansion use.

Conclusion

The RDC's unanimous vote regarding the proposed land swap was not a vote against the convention center or the host hotel. Rather, this vote reflects a clear-eyed assessment of our statutory role, our current capacity, our financial constraints, and our obligations to the community. The RDC remains committed to a transparent, competitive process that will make College Square a transformative economic asset for downtown Bloomington. This approach ensures that any ultimate development—whether a hotel or otherwise—reflects both community priorities and real market conditions, positioning the City for a more durable and defensible result.



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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**GEOFFREY MCKIM
CONTROLLER**

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 05-22-2026 (\$134,742.14)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 05-09-2026 to 05-22-2026. 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.

Signed by:

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 05-09-2026 to 05-22-2026, 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.

DocuSigned by:

Margie Rice, Corporation Counsel

E9A0FAE19B82413



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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 53320 - Advertising											
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007635678	15-Public Notices Order#s12146417,12198832,12199000,12199066	Paid by EFT # 72386		05/12/2026	05/12/2026	05/22/2026		05/22/2026	340.26	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$340.26
Account 53960 - Grants											
8397 - College Square Apartments LLC	R101-Turner	15-R101-Security Rent dep. assistance-Turner-3100 S Walnut St Pk	Paid by Check # 81565		05/12/2026	05/12/2026	05/22/2026		05/22/2026	500.00	
									Account 53960 - Grants Totals	Invoice Transactions 1	\$500.00
Account 53990 - Other Services and Charges											
5900 - VET Environmental Engineering, LLC	9373	15-Tina Bastin Proj-Radon Testing 1600 N Willis Dr. Lt 146-4/28	Paid by EFT # 72390		05/12/2026	05/12/2026	05/22/2026		05/22/2026	250.00	
5900 - VET Environmental Engineering, LLC	9393	15-Sallie Moore Proj-Radon Testing 1421 S Rogers St-5/1/26	Paid by EFT # 72390		05/12/2026	05/12/2026	05/22/2026		05/22/2026	250.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$500.00
									Program 150500 - Housing Totals	Invoice Transactions 4	\$1,340.26
Program 151000 - Neighborhood											
Account 53960 - Grants											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	45984	15-Blue Ridge Neighborhood Cleanup door hangers (240)	Paid by EFT # 72182		05/12/2026	05/12/2026	05/22/2026		05/22/2026	128.80	
									Account 53960 - Grants Totals	Invoice Transactions 1	\$128.80
									Program 151000 - Neighborhood Totals	Invoice Transactions 1	\$128.80
Program 151600 - Title 16											
Account 52110 - Office Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NT6-YQ9G-XCY4	15-Legal Writing note pads	Paid by EFT # 72185		05/12/2026	05/12/2026	05/22/2026		05/22/2026	46.07	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$46.07
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XMG-TPWW-WMXD	15-White Board Tape, White board markers	Paid by EFT # 72185		05/12/2026	05/12/2026	05/22/2026		05/22/2026	26.61	
8658 - Kleindorfer's Hardware LLC	03474	15-Outlet Plug tester	Paid by EFT # 72290		05/12/2026	05/12/2026	05/22/2026		05/22/2026	11.29	
									Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$37.90



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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 151600 - Title 16										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-25560	15-250 Business Cards for K. Liford (2nd set)	Paid by EFT # 72314		05/12/2026	05/12/2026	05/22/2026		05/22/2026	94.00
							Account 53310 - Printing Totals		Invoice Transactions 1	\$94.00
							Program 151600 - Title 16 Totals		Invoice Transactions 4	\$177.97
Program 152000 - Historic Preservation										
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5264669	15-Adobe Acrobat Pro for teams renewal N. Sandweiss	Paid by EFT # 72333		05/12/2026	05/12/2026	05/22/2026		05/22/2026	106.99
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$106.99
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	061288	15-Historic Preservation Workshop 4/30/26 Food provided	Paid by Check # 81570		05/12/2026	05/12/2026	05/22/2026		05/22/2026	64.41
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$64.41
							Program 152000 - Historic Preservation Totals		Invoice Transactions 2	\$171.40
							Department 15 - HAND Totals		Invoice Transactions 11	\$1,818.43
							Fund 1101 - General Totals		Invoice Transactions 11	\$1,818.43
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	dR61GX0	15-Reg. 2026 Strong Towns Nat'l Gathering-AK-5/18-5/20 A. Hanson	Paid by Check # 81566		05/12/2026	05/12/2026	05/22/2026		05/22/2026	350.00
3560 - First Financial Bank / Credit Cards	14586487413	15-Inspector NSPIRE Training and Testing for K. Liford	Paid by Check # 81566		05/12/2026	05/12/2026	05/22/2026		05/22/2026	579.46
3560 - First Financial Bank / Credit Cards	2334	15-Registration U.S. Housing Conf. A. Killion-Hanson-Dallas	Paid by Check # 81566		05/12/2026	05/12/2026	05/22/2026		05/22/2026	595.00
							Account 53160 - Instruction Totals		Invoice Transactions 3	\$1,524.46
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	73420392017063	15-American Airline-Dallas, TX 5/31-6/4 A. Killion Hanson	Paid by Check # 81566		05/12/2026	05/12/2026	05/22/2026		05/22/2026	400.49



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 2209 - LIT - Economic Development											
Department 15 - HAND											
Program 150000 - Main											
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	73420107607899	15-Delta Flight IND-AR 5/18-5/20 A. Killion-Hanson	Paid by Check # 81566		05/12/2026	05/12/2026	05/22/2026		05/22/2026	546.69	
								Account 53230 - Travel Totals		Invoice Transactions 2	\$947.18
Account 53990 - Other Services and Charges											
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1757	15-Social Media Marketing for the HAND Department - 04/30/26	Paid by EFT # 72259		05/12/2026	05/12/2026	05/22/2026		05/22/2026	580.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$580.00
								Program 150000 - Main Totals		Invoice Transactions 6	\$3,051.64
								Department 15 - HAND Totals		Invoice Transactions 6	\$3,051.64
								Fund 2209 - LIT - Economic Development Totals		Invoice Transactions 6	\$3,051.64
Fund 2234 - Unsafe Building											
Department 15 - HAND											
Program 150000 - Main											
Account 53990 - Other Services and Charges											
205 - City Of Bloomington	000460837	15-PC Reimb-Mo Co Rec-rec special field Assessmnt 1919 S Walnut	Paid by Check # 81563		05/12/2026	05/12/2026	05/22/2026		05/22/2026	25.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$25.00
								Program 150000 - Main Totals		Invoice Transactions 1	\$25.00
								Department 15 - HAND Totals		Invoice Transactions 1	\$25.00
								Fund 2234 - Unsafe Building Totals		Invoice Transactions 1	\$25.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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 53990 - Other Services and Charges										
5900 - VET Environmental Engineering, LLC	9374	15-CDBG-Conduct Radon Testing-1504 S College/Mary Venstra-4/28	Paid by EFT # 621		05/12/2026	05/12/2026	05/22/2026		05/22/2026	250.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$250.00</u>
							Program 150000 - Main Totals		Invoice Transactions 1	<u>\$250.00</u>
							Department 15 - HAND Totals		Invoice Transactions 1	<u>\$250.00</u>
							Fund 2403 - CDBG Totals		Invoice Transactions 1	<u>\$250.00</u>
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	1244	15-NACCED-IDIS Virtual Training-Caswell-5/4-5/7/26	Paid by Check # 5534		05/12/2026	05/12/2026	05/22/2026		05/22/2026	550.00
							Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$550.00</u>
Account 53320 - Advertising										
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007681209A	15-Public Notice FY 2026 Annual Action Plan Order #12262652	Paid by EFT # 316		05/12/2026	05/12/2026	05/22/2026		05/22/2026	81.62
							Account 53320 - Advertising Totals		Invoice Transactions 1	<u>\$81.62</u>
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000948	15-HOME-Lawn Care April 2026-Evergreen Village	Paid by EFT # 315		05/12/2026	05/12/2026	05/22/2026		05/22/2026	260.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$260.00</u>
							Program 150000 - Main Totals		Invoice Transactions 3	<u>\$891.62</u>
							Department 15 - HAND Totals		Invoice Transactions 3	<u>\$891.62</u>
							Fund 2404 - HOME Totals		Invoice Transactions 3	<u>\$891.62</u>
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
51538 - Economy Termite & Pest Control, INC	73274	15-Treat Suite 220 for Clover mites in Showers West-4/30/26	Paid by EFT # 72239		05/12/2026	05/12/2026	05/22/2026		05/22/2026	220.00
481 - First Appraisal Group, INC	01-26-011	15-Appraisal for 813-831 W Dodds St	Paid by EFT # 72245		05/12/2026	05/12/2026	05/22/2026		05/22/2026	2,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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										
321 - Harrell Fish, INC (HFI)	ZW39514	15-216 S College-Weddle Bros Unit- Repair Heating System- 4/15/26	Paid by EFT # 72260		05/12/2026	05/12/2026	05/22/2026		05/22/2026	2,803.00
1537 - Indiana Door & Hardware Specialties, INC	140297AA	15-Locks and Keys for Restrooms in Showers West	Paid by Check # 81567		05/12/2026	05/12/2026	05/22/2026		05/22/2026	480.00
5648 - Reedy Financial Group, PC	14176	15-Due Diligence-Summit Project - April 2026	Paid by EFT # 72347		05/12/2026	05/12/2026	05/22/2026		05/22/2026	142.50
5648 - Reedy Financial Group, PC	14177	15-Admin/TIF Financial Consulting/TIF Econ Dev -thru 4/30/2026	Paid by EFT # 72347		05/12/2026	05/12/2026	05/22/2026		05/22/2026	13,229.24
6688 - SSW Enterprises, LLC (Office Pride)	Inv-313102	15-Janitorial services- 222 S College Ave - April 2026	Paid by EFT # 72365		05/12/2026	05/12/2026	05/22/2026		05/22/2026	397.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-313113	15-Janitorial Services 5x per week- Showers West - April 2026	Paid by EFT # 72365		05/12/2026	05/12/2026	05/22/2026		05/22/2026	1,648.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-308638	15-Cleaning Serv-ESNET unit - March 2026	Paid by EFT # 72365		05/12/2026	05/12/2026	05/22/2026		05/22/2026	1,225.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-313128	15-Cleaning Serv-ESNET unit - April 2026	Paid by EFT # 72365		05/12/2026	05/12/2026	05/22/2026		05/22/2026	1,225.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-308020	15-One-Time deep cleaning of 627 N Morton St-3/1/26	Paid by EFT # 72365		05/12/2026	05/12/2026	05/22/2026		05/22/2026	400.00
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007681209	15-Public Notice Offerings for 200-226 College Ave	Paid by EFT # 72386		05/12/2026	05/12/2026	05/22/2026		05/22/2026	290.97
208 - City Of Bloomington Utilities	4995-004 0426	15-627 N Morton Street-water/sewer bill - April 2026	Paid by Check # 81546		05/13/2026	05/13/2026	05/13/2026		05/13/2026	76.49
208 - City Of Bloomington Utilities	35277-002 0426	15-Showers West -320 W. 8th St water/sewer - April 2026	Paid by Check # 81546		05/13/2026	05/13/2026	05/13/2026		05/13/2026	818.01
223 - Duke Energy	9101205749170 426	15-489 10th St W. ESNET-elec. chgs 03/20/26-04/21/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	607.34
223 - Duke Energy	9101773802190 426	15-714 S Rogers St.-Hopewell-elec bill- 03/26/26-04/24/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	975.97



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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	9101205758430 426	15-College Sq-200 S. College Ave-elec. chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	76.52
223 - Duke Energy	9101205752310 426	15-College Sq-216 S. College-elec chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	116.07
223 - Duke Energy	9101205761750 426	15-College Sq-202 S. College-elec. bill 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	121.10
223 - Duke Energy	9101205760180 426	15-College Sq-222 S. College Ave-Office-elec chg 3/27/26-4/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	206.50
223 - Duke Energy	9101205762900 426	15-College Sq-208 S. College-elec. bill 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	236.32
223 - Duke Energy	9101205756790 526	15-College Sq-222 S. College Ave-Atrium-elec chg 3/27/26-4/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	292.48
223 - Duke Energy	9101205750330 426	15-College Sq-226 S. College Ave-elec chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	311.86
223 - Duke Energy	9101205763990 426	15-College Sq-210 S. College Ave-elec. chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	388.57
223 - Duke Energy	9101205753640 426	15-College Sq-204 S. College Ave-electric bill 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	483.50
223 - Duke Energy	9101882842930 426	15-Hopewell South - 607 W 1st St Lights 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	27.93
223 - Duke Energy	9101205748680 426	15-216 S. Walnut St-elec chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	32.13
223 - Duke Energy	9101229908840 526	15-Hopewell-W 2nd St-elec chgs-04/03/26-05/04/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	31.09
223 - Duke Energy	9101212104030 426	15-212 S. Walnut St-elec chgs 03/27/26-04/27/26	Paid by Check # 81550		05/13/2026	05/13/2026	05/13/2026		05/13/2026	31.95



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2050726	15-College Sq-200 S. College-gas bill 04/03/26-05/04/26	Paid by Check # 81555		05/13/2026	05/13/2026	05/13/2026		05/13/2026	17.98
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3050526	15-627 N Morton-gas bill 12/16/25-01/04/26	Paid by Check # 81556		05/13/2026	05/13/2026	05/13/2026		05/13/2026	35.06
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-350526C	15-627 N Morton-gas bill 03/03/26-04/04/26	Paid by Check # 81556		05/13/2026	05/13/2026	05/13/2026		05/13/2026	43.19
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5050726	15-489 W. 10th St-Unit #1-Esnet-gas bill 04/03/26-05/01/26	Paid by Check # 81555		05/13/2026	05/13/2026	05/13/2026		05/13/2026	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-350526B	15-627 N Morton-gas bill 02/03/26-03/02/26	Paid by Check # 81556		05/13/2026	05/13/2026	05/13/2026		05/13/2026	50.28
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-350526A	15-627 N Morton-gas bill 01/05/26-02/02/26	Paid by Check # 81556		05/13/2026	05/13/2026	05/13/2026		05/13/2026	58.79
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0050726	15-College Sq-216 S. College-gas bill 04/03/26-05/04/26	Paid by Check # 81555		05/13/2026	05/13/2026	05/13/2026		05/13/2026	98.53
2260 - Republic Services, INC	0694-004023790	15-627 N Morton-trash serv May 2026-overage 3/26, 4/2 & 4/16	Paid by EFT # 72170		05/13/2026	05/13/2026	05/13/2026		05/13/2026	436.61
364 - Rumpke Of Indiana, LLC	3700202044-0526	15-Trash Service-320 W 8th Street-Showers West-May 2026	Paid by EFT # 72171		05/13/2026	05/13/2026	05/13/2026		05/13/2026	139.10
223 - Duke Energy	9101397672050526	15-Showers W-320 E 8th St-elec chgs-04/02/26-05/01/26	Edit		05/20/2026	05/20/2026	05/20/2026			7,759.21
Account 53990 - Other Services and Charges Totals							Invoice Transactions	39	<u>\$37,582.56</u>	
Program 150000 - Main Totals							Invoice Transactions	39	<u>\$37,582.56</u>	
Department 15 - HAND Totals							Invoice Transactions	39	<u>\$37,582.56</u>	
Fund 2519 - RDC Totals							Invoice Transactions	39	<u>\$37,582.56</u>	
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	260593	07-Hopewell South PE, RES 26-05 02/28/26 - 03/27/26	Paid by EFT # 72230		05/12/2026	05/12/2026	05/22/2026		05/22/2026	27,859.00
19362 - CrossRoad Engineers, PC	260511	07-Hopewell South PE, RES 26-05 01/31/26 - 02/27/26	Paid by EFT # 72230		05/12/2026	05/12/2026	05/22/2026		05/22/2026	28,321.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/09/26 - 05/22/26

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										
9941 - Flintlock LTD CO	357315	15-Amend Hopewell South Blocks 9 & 10 Creation of PUD 4/30/26	Paid by EFT # 72246		05/12/2026	05/12/2026	05/22/2026		05/22/2026	20,479.15
6330 - Marshall Security LLC	4346	15-Security Patrols at Hopewell Properties 04/01/26-04/30/26	Paid by EFT # 72305		05/12/2026	05/12/2026	05/22/2026		05/22/2026	10,328.40
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 4	\$86,987.55	
							Program 159001 - Adams Crossing Area Totals	Invoice Transactions 4	\$86,987.55	
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	13862	15-Trades Dist Garage Landscaping Serv-install annuals 4/29/26	Paid by Check # 81572		05/12/2026	05/12/2026	05/22/2026		05/22/2026	1,405.00
5900 - VET Environmental Engineering, LLC	9348	15-College Sq-226 S. College-Reporting & Agency Coord-4/17	Paid by EFT # 72390		05/12/2026	05/12/2026	05/22/2026		05/22/2026	2,730.34
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$4,135.34	
							Program 159002 - Downtown Area Totals	Invoice Transactions 2	\$4,135.34	
							Department 15 - HAND Totals	Invoice Transactions 6	\$91,122.89	
							Fund 4445 - Consolidated TIF Totals	Invoice Transactions 6	\$91,122.89	
							Grand Totals	Invoice Transactions 67	\$134,742.14	

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/22/26	Claims				\$134,742.14
					<u>\$134,742.14</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$134,742.14

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 Office _____
 Signed by: Cheryl Gilliland
 09F7205C9532400...



Office of the Controller

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: 05/15/2026
Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 04/27/2026 to 05/10/2026. 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.

Signed by:

A handwritten signature in black ink that reads "Geoff McKim". The signature is written in a cursive style and is enclosed within a blue rectangular box that has rounded corners and a thin border.

D97582B21FB94BA...

Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/15/26 - 05/15/26
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	05/15/2026	2,865.41		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.93
			.00	.00	2,729.00	2,829.00	2,829.00	2,729.00	2,729.00		
		\$2,865.41	\$0.00	\$0.00	\$297.15	\$175.40	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.93
3954 Bettis, Jeremy	05/15/2026	3,694.19		.00	473.11	229.03	53.56	108.98	79.06	.00	2,750.45
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		\$3,694.19	\$0.00	\$0.00	\$473.11	\$229.03	\$53.56	\$108.98	\$79.06	\$0.00	\$2,750.45
10000 Bixler, Daniel R 2594	05/15/2026	2,162.11		.00	184.04	128.15	29.97	59.84	43.41	133.21	1,583.49
			.00	.00	2,067.04	2,067.04	2,067.04	2,067.04	2,067.04		
		\$2,162.11	\$0.00	\$0.00	\$184.04	\$128.15	\$29.97	\$59.84	\$43.41	\$133.21	\$1,583.49
2972 Caswell, Tammy M	05/15/2026	3,031.47		.00	395.54	185.09	43.29	87.48	69.69	126.71	2,123.67
			.00	.00	2,965.39	2,985.39	2,985.39	2,965.39	2,965.39		
		\$3,031.47	\$0.00	\$0.00	\$395.54	\$185.09	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.67
10000 Collins, Barry 0111	05/15/2026	1,443.75		.00	200.14	89.51	20.92	42.59	25.27	.00	1,065.32
			.00	.00	1,443.75	1,443.75	1,443.75	1,443.75	1,443.75		
		\$1,443.75	\$0.00	\$0.00	\$200.14	\$89.51	\$20.92	\$42.59	\$25.27	\$0.00	\$1,065.32
2771 Council, David R	05/15/2026	2,534.81		.00	159.74	142.76	33.39	64.72	46.95	326.98	1,760.27
			.00	.00	2,232.48	2,302.48	2,302.48	2,232.48	2,232.48		
		\$2,534.81	\$0.00	\$0.00	\$159.74	\$142.76	\$33.39	\$64.72	\$46.95	\$326.98	\$1,760.27
10000 Finley, Christina L 0187	05/15/2026	4,356.97		.00	618.17	250.04	58.47	117.54	86.09	403.09	2,823.57
			.00	.00	4,022.80	4,032.80	4,032.80	4,022.80	4,022.80		
		\$4,356.97	\$0.00	\$0.00	\$618.17	\$250.04	\$58.47	\$117.54	\$86.09	\$403.09	\$2,823.57
3955 Hampton, Sean R	05/15/2026	2,204.19		.00	96.81	136.66	31.96	65.02	47.17	.00	1,826.57
			.00	.00	2,204.19	2,204.19	2,204.19	2,204.19	2,204.19		
		\$2,204.19	\$0.00	\$0.00	\$96.81	\$136.66	\$31.96	\$65.02	\$47.17	\$0.00	\$1,826.57
2393 Hayes, Chastina J	05/15/2026	2,865.43		.00	230.32	166.21	38.87	77.61	46.04	318.76	1,987.62
			.00	.00	2,630.88	2,680.88	2,680.88	2,630.88	2,630.88		
		\$2,865.43	\$0.00	\$0.00	\$230.32	\$166.21	\$38.87	\$77.61	\$46.04	\$318.76	\$1,987.62



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/15/26 - 05/15/26
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	05/15/2026	2,078.70		.00	155.28	124.35	29.08	59.16	42.92	116.92	1,550.99
			.00	.00	2,005.52	2,005.52	2,005.52	2,005.52	2,005.52		
		\$2,078.70	\$0.00	\$0.00	\$155.28	\$124.35	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.99
3183 Hyten LaFontaine, Stephanie L	05/15/2026	3,920.42		.00	180.62	240.14	56.16	54.12	39.26	2,547.27	802.85
			.00	.00	1,873.15	3,873.15	3,873.15	1,873.15	1,873.15		
		\$3,920.42	\$0.00	\$0.00	\$180.62	\$240.14	\$56.16	\$54.12	\$39.26	\$2,547.27	\$802.85
3306 Killion-Hanson, Anna	05/15/2026	4,792.00		.00	302.06	282.45	66.06	134.39	97.49	236.36	3,673.19
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		\$4,792.00	\$0.00	\$0.00	\$302.06	\$282.45	\$66.06	\$134.39	\$97.49	\$236.36	\$3,673.19
1516 Liford, Kenneth T	05/15/2026	2,865.42		.00	232.10	177.66	41.55	83.65	60.68	57.30	2,212.48
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		\$2,865.42	\$0.00	\$0.00	\$232.10	\$177.66	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.48
2557 Radewan, Tonda L	05/15/2026	2,162.11		.00	157.05	126.19	29.51	58.46	42.41	141.85	1,606.64
			.00	.00	2,020.26	2,035.26	2,035.26	2,020.26	2,020.26		
		\$2,162.11	\$0.00	\$0.00	\$157.05	\$126.19	\$29.51	\$58.46	\$42.41	\$141.85	\$1,606.64
1378 Sandweiss, Noah S	05/15/2026	3,241.84		.00	432.88	197.19	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.57	3,180.57	3,180.57	3,180.57	3,180.57		
		\$3,241.84	\$0.00	\$0.00	\$432.88	\$197.19	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.49
10000 Stong, Mary J 0471	05/15/2026	2,865.42		.00	300.70	161.50	37.77	76.10	55.21	436.20	1,797.94
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		\$2,865.42	\$0.00	\$0.00	\$300.70	\$161.50	\$37.77	\$76.10	\$55.21	\$436.20	\$1,797.94
504 Swinney, Matthew P	05/15/2026	3,920.42		.00	669.76	243.75	57.00	115.53	83.81	47.32	2,703.25
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		\$3,920.42	\$0.00	\$0.00	\$669.76	\$243.75	\$57.00	\$115.53	\$83.81	\$47.32	\$2,703.25
3781 Tamewitz, Steven W	05/15/2026	2,865.42		.00	283.06	170.80	39.95	73.74	53.49	365.85	1,878.53
			.00	.00	2,499.57	2,754.96	2,754.96	2,499.57	2,499.57		
		\$2,865.42	\$0.00	\$0.00	\$283.06	\$170.80	\$39.95	\$73.74	\$53.49	\$365.85	\$1,878.53
			\$0.00	\$0.00	\$2,499.57	\$2,754.96	\$2,754.96	\$2,499.57	\$2,499.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/15/26 - 05/15/26
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	05/15/2026	3,920.42		.00	269.28	232.10	54.28	109.30	77.64	186.13	2,991.69
			.00	.00	3,743.57	3,743.57	3,743.57	3,743.57	3,743.57		
		\$3,920.42	\$0.00	\$0.00	\$269.28	\$232.10	\$54.28	\$109.30	\$77.64	\$186.13	\$2,991.69
2305 Van Rooy, Angela L	05/15/2026	4,272.03		.00	496.18	245.36	57.38	109.36	79.34	640.65	2,643.76
			.00	.00	3,707.28	3,957.28	3,957.28	3,707.28	3,707.28		
		\$4,272.03	\$0.00	\$0.00	\$496.18	\$245.36	\$57.38	\$109.36	\$79.34	\$640.65	\$2,643.76
728 Wright, Edward E	05/15/2026	2,162.11		.00	190.71	121.35	28.38	77.74	54.25	243.07	1,446.61
			.00	.00	1,957.18	1,957.18	1,957.18	1,957.18	1,957.18		
		\$2,162.11	\$0.00	\$0.00	\$190.71	\$121.35	\$28.38	\$77.74	\$54.25	\$243.07	\$1,446.61
HAND - Housing & Neighborhood Dev		\$64,224.64	\$0.00	\$0.00	\$6,324.70	\$3,825.69	\$894.69	\$1,747.39	\$1,255.00	\$6,895.86	\$43,281.31
Grand Totals		\$64,224.64	\$0.00	\$0.00	\$6,324.70	\$3,825.69	\$894.69	\$1,747.39	\$1,255.00	\$6,895.86	\$43,281.31
			\$0.00	\$0.00	\$58,864.05	\$61,704.44	\$61,704.44	\$58,864.05	\$58,864.05		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/15/2026	Payroll				64,224.64
					<u>64,224.64</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 64,224.64

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 _____

TIF Project Status

TIF Balances		Balance as of 5-28-2026			
RDC (2519)	\$1,483,159				
Consolidated TIF (4445)	\$26,876,817				
Prow TIF (4451)	\$775,177				
Meridiam TIF (4445)	\$0				

Resolution	Vendor	RDC Approved	Expended	Balance
22-45	Rundell Ernstberger	\$1,174,740.00	\$1,099,596.42	\$75,143.58
23-42	Milestone	\$13,373,284.90	\$13,096,956.11	\$276,328.79
24-55	Presidio	\$49,174.00	\$48,801.47	\$372.53
24-67	Boonyama	\$100,000.00	\$80,000.00	\$20,000.00
25-52	Standish Stone	\$29,250.00	\$28,700.00	\$550.00
25-91	Marshall Security	\$121,056.00	\$82,997.55	\$38,058.45
25-101	Milestone	\$51,627.54	\$0.00	\$51,627.54
25-117	Vet Environmental	\$215,891.00	\$206,059.60	\$9,831.40
Hopewell East Totals		\$15,115,023.44	\$14,643,111.15	\$471,912.29

Resolution	Vendor	RDC Approved	Expended	Balance
25-85	Flintlock Lab	\$300,000.00	\$300,000.00	\$0.00
25-130	Flintlock Lab	\$145,500.00	\$14,185.40	\$131,314.60
26-05	Crossroad Engineers	\$424,200.00	\$56,180.00	\$368,020.00
26-27	Crossroad Engineers	\$39,000.00	\$0.00	\$39,000.00
Hopewell South Totals -		\$908,700.00	\$370,365.40	\$538,334.60

Resolution	Vendor	#	RDC Approved	Expended	Balance
23-37	Crossroad Engineers	\$	606,640.00	\$ 606,640.00	\$0.00
24-53	Crossroad Engineers	\$	187,500.00	\$ 110,252.74	\$77,247.26
25-87	Crider & Crider	\$	1,687,319.00	\$ 1,499,322.45	\$187,996.55
25-82	CBU (Sewer Upgrade)	\$	342,374.00	\$ -	\$342,374.00
25-96	Vet Environmental	\$	26,059.00	\$ 20,100.28	\$5,958.72
25-106	Crider & Crider	\$	153,445.00	\$ 145,422.11	\$8,022.89
25-153	Crider & Crider	\$	51,632.50	\$ -	\$51,632.50
	READI Reimbursement	\$	(1,800,000.00)	\$ (1,760,623.81)	-\$39,376.19

TIF Project Status

Hopewell West Totals		\$	1,254,969.50	\$621,113.77	\$633,855.73		
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
25-43	Multiple Vendors (due diligence for Police HQ)		\$50,000.00		\$20,188.45		\$29,811.55
25-116	VET Environmental		\$50,000.00		\$41,068.72		\$8,931.28
25-131	American Structurepoint		\$58,250.00		\$54,926.18		\$3,323.82
714 S Rogers Totals			\$158,250.00		\$116,183.35		\$42,066.65
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
25-119 (Showers West Buyout)	Crash Research & Analysis		\$1,000.00		\$0.00		\$1,000.00
TBD	BBOR		\$0.00		\$0.00		\$0.00
TBD	Warrant Technologies		\$0.00		\$0.00		\$0.00
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
24-74	VS Engineering		\$214,697.04		\$0.00		\$214,697.04
26-06	Milestone		\$89,484.36		\$0.00		\$89,484.36
1st St. Reconstruction Total			\$304,181.40		\$0.00		\$304,181.40
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
22-101	TYPSA		\$157,722.00		\$156,689.66		\$1,032.34
24-34	National Railroad Safety Services		\$75,000.00		\$36,819.00		\$38,181.00
25-50	Crossroad Engineers		\$40,000.00		\$36,261.41		\$3,738.59
B-Line Extension Total			\$272,722.00		\$229,770.07		\$42,951.93
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
22-18 (extended by 25-138)	VS Engineering		\$304,400.00		\$271,970.28		\$32,429.72
17th Street - West Total			\$304,400.00		\$271,970.28		\$32,429.72
Resolution	Vendor	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance

TIF Project Status

26-10	Vet Environmental		\$14,159.79	\$2,730.34	\$11,429.45			
25-62	Architectural Design		\$300,000.00	\$0.00	\$300,000.00			
College Square Development Total			\$314,159.79	\$2,730.34	\$311,429.45			
Resolution	Vendors	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance	
25-127	Earmark funds - Southwest Quadrant		\$5,000,000.00	\$0.00	\$5,000,000.00			
Resolution	<input type="checkbox"/>	Vendors	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
26-02 (Maintenance)		Multiple Vendors		\$300,000.00	\$145,563.81	\$154,436.19		
Resolution	<input type="checkbox"/>	Vendors	<input type="checkbox"/>	RDC Approved	<input type="checkbox"/>	Expended	<input type="checkbox"/>	Balance
26-03 (Appraisals)		Multiple Vendors		\$50,000.00	\$12,500.00	\$37,500.00		

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**DETERMINATION OF NO EXCESS ASSESSED VALUE IN THE
ALLOCATION AREAS AND RATIFICATION OF NOTICE THEREOF**

WHEREAS, the City of Bloomington currently has three allocation areas for purposes of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3: (1) the Consolidated Allocation Area, (2) the North Kinser Road and Prow Road Allocation Area, and (3) the Meridiam Allocation Area;

WHEREAS, the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area were created by the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington ("Common Council") pursuant to Indiana Code 36-7-14;

WHEREAS, the Consolidated Allocation Area was created in 2017 by consolidating several new and existing allocation areas, including: (1) the Adams Crossing Allocation Area (as originally created in 1993 and as expanded in 2000 and 2009); (2) the Downtown Allocation Area (as originally created in 1985 and as expanded in 1990 and 2010); (3) the Tapp Road Allocation Area (as originally created in 1993 and as expanded in 2003); (4) the Thomson/Walnut-Winslow Allocation Area (as originally created in 1991 and as expanded in 1993 and 2002); (5) the Whitehall/West Third Street Allocation Area (as originally created in 1998 and as expanded in 2000); (6) the West 17th Street Allocation Area (as originally created in 2015); (7) the Seminary Allocation Area (as originally created in 2015); (8) the West Third Street Allocation Area (as originally created in 2015); (9) the Bloomfield Road Allocation Area (as originally created in 2015); (10) the Thomson/Walnut-Winslow Expansion #1 Allocation Area (as originally created in 2015); (11) the Thomson/Walnut-Winslow Expansion #2 Allocation Area (as originally created in 2015); (12) the Thomson/Walnut-Winslow Expansion #3 Allocation Area (as originally created in 2015); (13) the South Walnut Allocation Area (as originally created in 2015); (14) the Tapp Road Expansion #2 Allocation Area (as originally created in 2015); (15) the Tapp Road Expansion #3 Allocation Area (originally created in 2015); and (16) the Fullerton Pike Allocation Area (originally created in 2015);

WHEREAS, the North Kinser Road and Prow Road Allocation Area was created in 1996;

WHEREAS, the Meridiam Allocation Area was created as part of the fiber broadband expansion in the City in 2022, and it has not yet generated revenue;

WHEREAS, pursuant to Indiana Code § 36-7-14-39(b)(5), the RDC is required to determine the amount, if any, by which the assessed value of the taxable property in each allocation area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the

amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3), plus the amount necessary for the other purposes described in Indiana Code § 36-7-14-39(b)(3); and,

WHEREAS, the Controller of the City of Bloomington has evaluated the assessed values, tax rates, anticipated funding, and known and anticipated expenditures and has recommended to the RDC that a determination be made that there is no excess value in the ratification areas.

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

1. The Bloomington Redevelopment Commission with guidance from the Controller of the City of Bloomington and City staff has determined:
 - a. there is no excess assessed value from either the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, or the Meridiam Allocation Area that may be allocated to the respective taxing units for budget year 2025 pursuant to Indiana Code § 36-7-14-39; and
 - b. all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area in 2025 shall be captured assessment (as defined in 50 Ind. Admin. Code 8-1-16).
2. The County Auditor, the Common Council, the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partially located within the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, or the Meridiam Allocation Area shall be notified via Certified Mail Return Receipt Requested or Hand Delivery. The County Auditor shall forward the notice electronically to the Department of Local Government Finance. Staff shall send the required notices by June 15, 2026, the deadline set in Indiana Code § 36-7-14-39(b)(5).

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date: _____

26-34
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF TECHNOLOGY UPGRADES AT THE MILL

- WHEREAS, the City of Bloomington ("City") created the Trades District, a 12-acre portion of the Bloomington Certified Technology Park that is owned by the Bloomington Redevelopment Commission ("RDC");
- WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation, and a catalyst to support high technology sector growth;
- WHEREAS, The Dimension Mill, Inc. (DMI) is a nonprofit corporation operating within the Trades District with a mission, inter alia, to promote and facilitate entrepreneurship, including high technology start-ups and related industries;
- WHEREAS, in 2018, the City and RDC entered an agreement with DMI to operate and manage "The Mill," Bloomington's center for co-working and entrepreneurship, located in the Trades District;
- WHEREAS, the RDC desires to promote the Trades District and ensure appropriate management of the creation of the Tech Center on behalf of the grant applicants;
- WHEREAS, by Resolution 23-05, the RDC approved a three-year partnership agreement with DMI, under which DMI will lead and manage the development and construction of the Tech Center and the development of the Trades District;
- WHEREAS, by Resolution 23-111, the Lease Agreement with The Dimension Mill was extended and modifications to the lease agreement were approved;
- WHEREAS, in the fall of 2024, Indiana University Bloomington (IUB) received a \$16 million grant to accelerate the Transformation of Bloomington's Trades District and the City of Bloomington and DMI collaborated with Indiana University in the development of this grant and are subrecipients of grant funding;
- WHEREAS, the grant application proposed a 2000 square foot addition to the south side of the building, and DMI has determined that this original plan to expand The Mill is cost-prohibitive;
- WHEREAS, DMI has determined that renovations to the interior of The Mill (the "Project") is a cost-effective approach to reaching the same goals as would be served by the expansion;

WHEREAS, Article IV, Section 4.01 of the Lease Agreement entitled "Tenant Improvements" allows DMI to undergo renovations at the Mill, but only upon the written approval and consent of the RDC;

WHEREAS, in Resolution 25-80, the RDC approved tenant renovations at the Mill and that the Project enables growth of the Mill's recurring revenue, and increase the long-term value of this RDC asset;

WHEREAS, for the The Mill, Lily Civic Capacity and Competitiveness grant funding has been received in the amount of \$867,048 to upgrade the event hall and other portions of the building;

WHEREAS, Amplify Bloomington requests from the RDC funds for the purchase and installation of audio-visual and Control technology in the amount of Sixty-Nine Thousand Seven Hundred Dollars (\$69,700) to be coordinated with the other event hall upgrades, said request being in the form of a memorandum attached hereto as Exhibit A;

WHEREAS, the RDC recognizes that Exhibit B, Section 1, of the Lease Agreement which states that DMI is responsible for the replacement of all information technology equipment; and

WHEREAS, the RDC has determined that the investment in the equipment requested by Amplify Bloomington would be an economic advantage to the Consolidated TIF and the greater Bloomington area.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Trades District project.
2. The Bloomington Redevelopment Commission hereby authorizes a one-time payment, in the amount of Sixty-Nine Thousand Seven Hundred Dollars (\$69,700) to Amplify Bloomington to be used solely for those items and expenses detailed in the memorandum attached hereto as Exhibit A.
3. Said payment shall be made out of TIF Account Number 4445-15-159002-53990.
4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

MEMORANDUM

TO: Bloomington Redevelopment Commission
FROM: John Fernandez, CEO, Amplify Bloomington
DATE: May 26, 2026
RE: Funding Request — The Mill Event Hall Technology Upgrade

Purpose

On behalf of Amplify Bloomington, we seek Bloomington Redevelopment Commission (“RDC”) approval and funding to upgrade The Mill’s event hall audio-visual and control technology. The technology previously purchased by the RDC must be replaced to meet the requirements of the remodeled event hall. The proposed technology upgrade will increase the value and marketability of this RDC-owned asset.

Background

The event hall is one of the most visible, public-facing spaces in The Mill. The event hall serves a key function for our entrepreneurial ecosystem - it’s where we host major programs and events, where startups pitch, where partners convene, and where the Trades District tells its story to the broader community. Our customers expect modern, well-equipped facilities as a baseline. The technology currently in place has fallen well behind that expectation.

Concurrent Investment

This proposed upgrade coincides with the major renovation project funded by \$867,048 in Lilly Civic Capacity and Competitiveness grant funding. Working with Springpoint Architects and Weddle Brothers Construction, this renovation project expands coworking capacity, adds three new private offices, creates new collaboration stations, and converts the existing event hall into more purposefully designed meeting and conference space. Functional changes to the event hall include improved acoustics and privacy. The technology upgrades align with the target market for this remodelled space which expects modern communication tools. This modest technology investment enhances the prospective ROI on the grant-funded renovation project.

Proposed Scope

Amplify Bloomington proposes a comprehensive overhaul of the event hall technology rather than a series of incremental replacements. The AV and control systems function as a

coordinated stack and cannot be effectively modernized in isolation. A single integrated procurement reduces vendor management overhead and unit cost, and a one-time capital event simplifies project accounting. The proposed scope includes:

- **Audio/Video:** Primary displays, distributed audio and reinforcement, wired and wireless microphones, and a mixer/processor.
- **Control System:** A single touch-panel interface with simple presets accessible to staff and event hosts, eliminating the need for technical expertise to operate the room.

Vendor Quotes

Amplify Bloomington solicited recommended system solutions and quotes from three vendors for this project. A summary is provided below.

Vendor	Quote	Scope Summary
Forté Technologies	\$112,357.72	FORTÉ proposed the most technically sophisticated system, built around QSC's Q-SYS platform — a professional AV-over-IP ecosystem where audio, video, and room control all run over a single network. Includes two 98" ViewSonic commercial displays, a 12× optical zoom PTZ camera, 8 ceiling speakers, and a custom branded lectern with a gooseneck podium mic plus 3 wireless handhelds and 1 lavalier. The system is also pre-wired for future upgrades like ceiling mics and a second camera. 1 year of support.
Experience Technology	\$69,885.00	Experience Technology proposed two large 98" Sony TV screens wall-mounted at the front, plus a 65" Samsung touchscreen on a rolling cart. A Control4 smart-home-style system runs everything from an 11" touchscreen, and a VADDIO motorized camera tracks whoever is speaking at the front of the room. Sound runs through 8 ceiling speakers with 6 wireless Shure lavalier mics. Installation and one year of 24/7 remote support are included in the main price. The wall wiring to connect the system adds \$3,780 to their bid.
Sharp Business Systems	\$69,700.00	Sharp solution includes two 98" Sharp screens plus a Sharp interactive touchscreen on a podium cart. The audio system is the most substantial of the three bids: 16 ceiling speakers, a subwoofer, and 8 wireless Shure mics (4 handheld + 4 lapel). A Crestron control

Vendor	Quote	Scope Summary
		system runs everything from a 7" touchscreen or an Apple iPad they provide. Delivery, installation, programming, staff training, and three full years of local service — is bundled into the \$69,700 proposal.

Funding Request

Amplify Bloomington recommends the Sharp Business Systems proposal. Based on the received system solutions and quotes, Amplify Bloomington requests \$69,700 in RDC funding.

Timeline

With the RDC's approval, Amplify Bloomington will complete procurement and installation in coordination with the Springpoint and Weddle Brothers construction schedule. Installation will be phased around the existing event calendar to minimize disruption to tenants and programming.

Request

I respectfully ask the Commission to approve the proposed funding request described above and authorize Amplify Bloomington to move forward with vendor selection and procurement. I welcome any questions and am happy to present additional details at your next meeting.

Respectfully submitted,

John Fernandez

Chief Executive Officer, Amplify Bloomington

26-35
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF FINAL CONDITIONS PASSED BY THE
COMMON COUNCIL FOR THE HOPEWELL SOUTH PUD ORDINANCE

- WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“RDC”) approved a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and 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, in Resolution 24-65, a second, revised, updated offer was 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 has 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 approved new comprehensive and coordinated design of Blocks 8, 9, and 10 of Hopewell South with Flintlock Ltd. Co;
- WHEREAS, Flintlock Ltd. Co has prepared a draft Planned Unit Development (“PUD”) with detailed exhibits on how the PUD could be structured;
- WHEREAS, by Resolution 25-130 the RDC approved an amendment to the Flintlock Ltd. Co.’s scope of work to include the zoning process of creating a Planned Unit Development (PUD) in order to maximize the number of affordable housing units;
- WHEREAS, by Resolution 25-152 the RDC determined that the rezoning of Hopewell South Blocks 8, 9, and 10 to a PUD will further the public’s best interests and redevelopment of Hopewell South;
- WHEREAS, by Resolution 26-32 the RDC accepted certain conditions placed on the Hopewell South PUD, with a caveat, and stated their position on other pending issues, and this Resolution supersedes said Resolution 26-32;

WHEREAS, subsequently, the Common Council passed Ordinance 2026-06 which created the Hopewell South PUD, which contained certain conditions imposed by the Common Council;

WHEREAS, there are differing legal counsel opinions between the Common Council and the RDC as to whether certain conditions are classified as reasonable conditions, are reasonable, or are amendments to the PUD, where amendments must be agreed upon by the Hopewell South PUD petitioner, the RDC;

WHEREAS, the conditions that the Common Council have placed on the Hopewell South PUD are numerous and will result in increased design costs and significantly increase construction costs;

WHEREAS, to eliminate any potential challenge on the classification of certain conditions, the RDC desires to accept conditions passed by the Common Council so that their classification would therefore be irrelevant so that the Hopewell South PUD can move forward;

WHEREAS, while the RDC accepts the Common Council's conditions, the RDC maintains that any of the conditions that alter specifications detailed in the PUD plan or that place undue hardship and added costs to the Hopewell South PUD project are amendments and/or are unreasonable; and,

WHEREAS, the RDC fully intends to comply with the Common Council's conditions to the extent they are feasibly possible.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell South Planned Unit Development ("PUD") Project.
2. The conditions that the City of Bloomington Common Council have placed on the Hopewell South PUD are accepted and the Bloomington Redevelopment Commission will fully comply with said conditions to the extent they are feasibly possible.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

26-36
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF
HOPEWELL SOUTH LOT LINE ADJUSTMENT

WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“RDC”) approved a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and 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, in Resolution 24-65, a second, revised, updated offer was 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 has 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 approved new comprehensive and coordinated design of Blocks 8, 9, and 10 of Hopewell South with Flintlock Ltd. Co;

WHEREAS, Flintlock Ltd. Co has prepared a draft Planned Unit Development (“PUD”) with detailed exhibits on how the PUD could be structured;

WHEREAS, by Resolution 25-130 the RDC approved an amendment to the Flintlock Ltd. Co.’s scope of work to include the zoning process of creating a Planned Unit Development (PUD) in order to maximize the number of affordable housing units;

WHEREAS, by Resolution 25-152 the RDC determined that the rezoning of Hopewell South Blocks 8, 9, and 10 to a PUD will further the public’s best interests and redevelopment of Hopewell South;

WHEREAS, the Common Council passed Ordinance 2026-06 which created the Hopewell South PUD;

WHEREAS, there are three lots in the northwest corner of Hopewell South that are a part of the Dixie Highway Addition and Flintlock Ltd. Co. recommended that the lot lines of these three lots be adjusted so as to maximize the number of affordable housing units they may contain as well as fit into the character of the larger Hopewell South neighborhood;

WHEREAS, by Resolutions 26-05 and 26-27 the RDC approved, in part, surveying these lots in preparation for the lot line adjustment;

WHEREAS, the City of Bloomington Planning and Transportation Department issued a letter on May 1, 2026, authorizing the land exchange, Deed Transfer Letter #LLA2026-04-0003, Attachment 1;

WHEREAS, a Quitclaim Deed has been prepared to formerly transfer portions of the parcels to realign the property lines, Attachment 2;

WHEREAS, said Quitclaim Deed also corrects the name of the owner of the real estate as Indiana Code 36-4-17 *et. seq.* when referencing the RDC acquiring property states that the title of the property should be held in the name of the City of Bloomington, Department of Redevelopment;

WHEREAS, said Quitclaim Deed also has the survey necessary for the lot line adjustment attached thereto as Exhibit A; and,

WHEREAS, the RDC has determined that this lot line adjustment will allow for an expedited initiation of construction of affordable housing at Hopewell South and is in the best interests of the Consolidated TIF and the greater Bloomington area.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell South Planned Unit Development (“PUD”) Project.
2. The Bloomington Redevelopment Commission hereby authorizes the lot line adjustment detailed above and in the Attachments hereto and authorizes President Deborah Myerson to sign the Quitclaim Deed to complete the lot line adjustment.
3. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



**City of Bloomington
Planning and Transportation Department**

May 1, 2026

MONROE COUNTY RECORDER
MONROE COUNTY AUDITOR
MONROE COUNTY COURTHOUSE
BLOOMINGTON, IN 47401

Re: Deed Transfer Letter, #LLA2026-04-0003

City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission

to

City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission

This letter is to authorize the recording of the attached deeds to allow a land exchange and adjust the location of existing property lines between three adjacent properties. The areas to be transferred is described on the attached deeds and is a part of the Northeast Quarter of Section 5, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana.

This adjustment will allow an adjustment of lot lines between three platted parcels. The new descriptions for each property are described more specifically in attached deeds and as follows:

1. An approximately 0.03 acre area is to be transferred from Lot #148 to Lot #149A and is described as follows:

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet to the Point of Beginning; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.40 feet to the northeast corner of said Lot 148; thence leaving said north line and along the east line of said Lot 148, SOUTH 01 degrees 11 minutes 26 seconds WEST a distance of 85.00 feet; thence leaving said east line, NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 13.34 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.03 acre, more or less.

2. An approximately 0.07 acre area is to be transferred from Lot #148 to Lot #150A and is described as follows:

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet to the Point of Beginning; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.34 feet to the east line of said Lot 148; thence along said east line, SOUTH 01 degrees 11 minutes 26 seconds WEST a distance of 73.16 feet to the southeast corner of said Lot 148; thence leaving said east line and along said south line, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 48.28 feet to the southwest corner of said Lot 148; thence leaving said south line and along the west line of said Lot 148, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 53.01 feet; thence leaving said west line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 20.00 feet to the point of beginning, containing 0.07 acre, more or less.

3. The new description of Lot #148A is described as follows:

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.08 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

Beginning at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 105.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 35.00 feet to the west line of said Lot 148; thence along said west line, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 105.00 feet to the point of beginning, containing 0.08 acre, more or less.

4. An approximately 0.10 acre area is being transferred from Lot #149 to Lot #150A and is described as follows:

A part of Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of Lot 148 of said Dixie Highway Addition; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.40 feet to the northwest corner of said Lot 149; thence

along the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 36.60 feet to the Point of Beginning; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 10.99 feet to the northeast corner of said Lot 149; thence leaving said north line and along the east line of said Lot 149, SOUTH 01 degrees 08 minutes 22 seconds WEST a distance of 158.30 feet to the southeast corner of said Lot 149; thence leaving said east line and along the south line of said Lot 149, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 47.73 feet to the southwest corner of said Lot 149; thence leaving said south line and along the west line of said Lot 149, NORTH 01 degrees 11 minutes 26 seconds EAST a distance of 73.16 feet; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 36.67 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.10 acre, more or less.

5. The new description of Lot #149A is described as follows:

A part of Lot 148 and Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.10 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

*Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet to the **Point of Beginning**; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.10 acre, more or less.*

6. The new description of Lot #150A is described as follows:

A part of Lot 148, Lot 149, and Lot 150 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.31 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

*Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet to the **Point of Beginning**; thence continuing along said north line and the north line of said Lot 150, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 51.27 feet to the northeast corner of said Lot 150; thence leaving said north line and along the east line of said Lot 150, SOUTH 00 degrees 56 minutes 20 seconds WEST a distance of 158.41 feet to the southeast corner of said Lot 150;*

thence leaving said east line and along the south line of said Lots 150, 149, and 148, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 136.85 feet to the southwest corner of said Lot 148; thence leaving said south line and along the west line of said Lot 148, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 53.01 feet; thence leaving said west line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 20.00 feet; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.31 acre, more or less.

No subdivision approval is required for this transaction under section 20.06.060(a)(2)(B)(vii) of the Bloomington Unified Development Ordinance.

Sincerely,

Eric Greulich
Development Services Manager
City of Bloomington Planning and Transportation Department

QUITCLAIM DEED

The City of Bloomington, Indiana by and through the Bloomington Redevelopment Commission ("Grantor"), organized and existing under the laws of the State of Indiana, conveys and warrants to the City of Bloomington, Department of Redevelopment ("Grantee"), for no consideration, for purposes of a lot line adjustment and correction of the wording of the owner's name, the following described real estate located in Monroe County, State of Indiana:

Dixie Highway Addition Lot 148A, described as a part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.08 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, attached hereto as Exhibit A, more particularly described as follows:

Beginning at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 105.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 35.00 feet to the west line of said Lot 148; thence along said west line, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 105.00 feet to the point of beginning, containing 0.08 acre, more or less.

Also,

Dixie Highway Addition Lot 149A, described as a part of Lot 148 and Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being

that 0.10 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022

on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, attached hereto as Exhibit A, more particularly described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet to the Point of Beginning; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.10 acre, more or less.

Also,

Dixie Highway Addition 150A, described as a part of Lot 148, Lot 149, and Lot 150 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.31 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, attached hereto as Exhibit A, more particularly described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet to the Point of Beginning; thence continuing along said north line and the north line of said Lot 150, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 51.27 feet to the northeast corner of said Lot 150; thence leaving said north line and along the east line of said Lot 150, SOUTH 00 degrees 56 minutes 20 seconds WEST a distance of 158.41 feet to the southeast corner of said Lot 150; thence leaving said east line and along the south line of said Lots 150, 149, and 148, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 136.85 feet to the southwest corner of said Lot 148; thence leaving said south line and along the west line of said Lot 148, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 53.01 feet; thence leaving said west line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 20.00 feet; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.31 acre, more or less.

Subject to any and all covenants, conditions, restrictions, agreements, limitations, encumbrances, right of ways and easements, if any, which are either observable or of record.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this 2nd day of June, 2026.

GRANTOR: CITY OF BLOOMINGTON, INDIANA by and through the BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Deborah Myerson, as President of the City of Bloomington Redevelopment Commission, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal this 2nd day of June, 2026.

_____, Notary Public
Commission Number _____
My Commission Expires: _____
Resident of _____ County

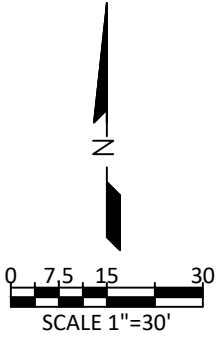
Send tax bills to: City of Bloomington Redevelopment Commission, c/o Legal Department, 401 North Morton Street, Suite 220, Bloomington, Indiana 47404.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. I have prepared this document. Dana Robert Kerr, Attorney at Law, City of Bloomington Legal Department, 401 North Morton Street, Suite 220, Bloomington, Indiana 47404. /s/ *Dana Robert Kerr*

**DIXIE HIGHWAY ADDITION LOT LINE ADJUSTMENT
FOR LOTS 148, 149, 150**

A PART OF LOTS 148, 149 AND 150 OF DIXIE HIGHWAY
ADDITION IN THE NORTHEAST QUARTER OF
SECTION 5, T8N, R1W, MONROE CO., INDIANA
JOB No. 12169

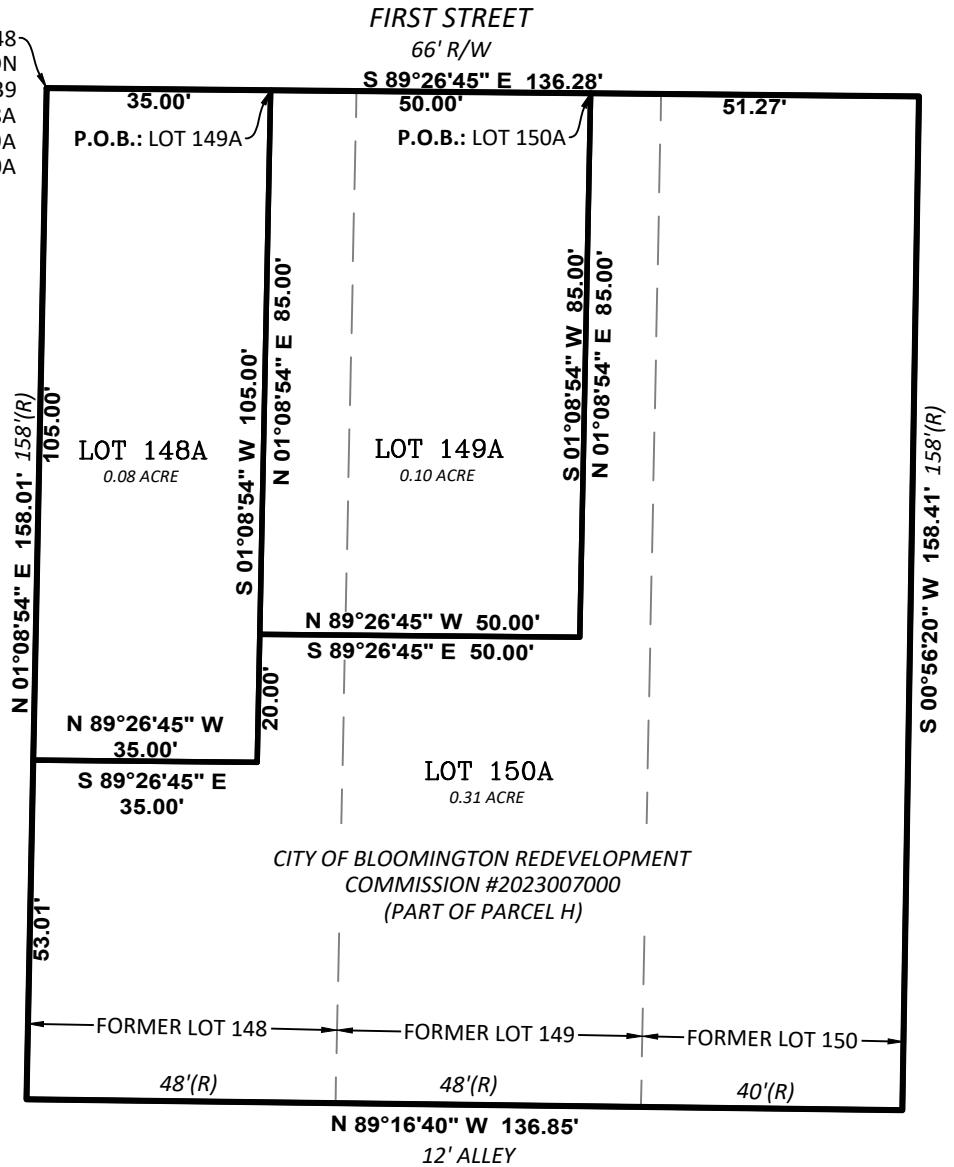
Client Name: CrossRoad Engineers
Owners Name: City of Bloomington Redevelopment
Commission, Instrument Number 2023007000



NW CORNER LOT 148
DIXIE HIGHWAY ADDITION
P.C. B, ENV. 39
P.O.B.: LOT 148A
P.O.C.: LOT 149A
P.O.C.: LOT 150A

NOTE:

1. FIELD WORK PERFORMED FEBRUARY AND MARCH, 2026, AS PART OF A RETRACEMENT BOUNDARY SURVEY FOR HOPEWELL SOUTH SUBDIVISION, BRCJ JOB NUMBER 12169.
2. LOT CORNERS TO BE MONUMENTED AS PART OF SAID HOPEWELL SOUTH SUBDIVISION AT A LATER DATE.
3. BASIS OF BEARINGS: INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET.
4. THIS SURVEY IS NOT COMPLETE WITHOUT THE ASSOCIATED REPORT OF SURVEY.
5. P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



S:\Jobs\12100-12199\HOPEWELL SOUTH\DRAW\CARLSON\12169_LOTS 148-150_LOT LINE ADJUSTMENT.dwg



LAND SURVEYING • CIVIL ENGINEERING • GIS
Bloomington • Bedford • Paoli

REPORT OF SURVEY

JOB No. 12169

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

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

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for a Suburban survey (0.13 feet (40 millimeters) plus 100 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.)

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

This survey is an Original Survey performed at the request of CrossRoad Engineers to combine Lots 148, 149, and 150 into Lot 148A, Lot 149A, and Lot 150A as part of the Hopewell South project for the City of Bloomington.

The property is currently in the name of the City of Bloomington Redevelopment Commission (Instrument No. 2023007000).

The field work was performed February and March, 2026. Lot corners to be monumented at a later date as part of the Hopewell South project.

SURVEYS & PLATS OF RECORD:

Plat of Dixie Highway Addition to the City of Bloomington found in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office.

MONUMENTS FOUND:

Monuments were found as part of the Retracement Survey performed for the Hopewell South project of the same Bledsoe Riggert Cooper James job number. See the report of survey in said Retracement Survey for information.

DEED ANALYSIS:

The lots included in this survey are part of Dixie Highway Addition. No gaps or overlaps were noted.

ESTABLISHMENT OF LINES AND CORNERS:

The lines of Lot 148A, Lot 149A, and 150A were established at the direction of the client.

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

Due to *Availability and condition of reference monuments*: None noted.

Due to *Occupation or possession lines*: None noted.

Due to *Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines*: None noted.

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

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

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

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Certified this 16th day of April, 2026

Christopher L. Porter
Professional Land Surveyor No. LS21200022
State of Indiana
cporter@brjcivil.com



LEGAL DESCRIPTIONS

JOB No. 12169

Lot 148A

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.08 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

Beginning at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 105.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 35.00 feet to the west line of said Lot 148; thence along said west line, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 105.00 feet to the point of beginning, containing 0.08 acre, more or less.

Lot 149A

A part of Lot 148 and Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.10 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet to the **Point of Beginning**; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.10 acre, more or less.

Lot 150A

A part of Lot 148, Lot 149, and Lot 150 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.31 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line and the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet to the **Point of Beginning**; thence continuing along said north line and the north line of said Lot 150, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 51.27 feet to the northeast corner of said Lot 150; thence leaving said north line and along the east line of said Lot 150, SOUTH 00 degrees 56 minutes 20 seconds WEST a distance of 158.41 feet to the southeast corner of said Lot 150; thence leaving said east line and along the south line of said Lots 150, 149, and 148, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 136.85 feet to the southwest corner of said Lot 148; thence leaving said south line and along the west line of said Lot 148, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 53.01 feet; thence leaving said west line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 20.00 feet; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 50.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.31 acre, more or less.



TRANSFER AREA LEGAL DESCRIPTIONS

JOB No. 12169

Transfer Area - Lot 148 to Lot 148A

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, being that 0.08 acre tract of land shown on the plat of Dixie Highway Addition Lot Line Adjustment for Lots 148, 149 and 150, certified by Christopher L. Porter, LS21200022 on April 16, 2026 as part of Bledsoe Riggert Cooper & James, Inc., Job Number 12169, described as follows:

Beginning at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 105.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 35.00 feet to the west line of said Lot 148; thence along said west line, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 105.00 feet to the point of beginning, containing 0.08 acre, more or less.

Transfer Area - Lot 148 to Lot 149A

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet to the Point of Beginning; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.40 feet to the northeast corner of said Lot 148; thence leaving said north line and along the east line of said Lot 148, SOUTH 01 degrees 11 minutes 26 seconds WEST a distance of 85.00 feet; thence leaving said east line, NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 13.34 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.03 acre, more or less.

Transfer Area - Lot 149 to Lot 149A

A part of Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of Lot 148 of said Dixie Highway Addition; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.40 feet to the northwest corner of said Lot 149 and the Point of Beginning; thence along the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 36.60 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet; thence NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 36.67 feet to the west line of said Lot 149; thence along said west line, NORTH 01 degrees 11 minutes 26 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.07 acre, more or less.

Transfer Area - Lot 148 to Lot 150A

A part of Lot 148 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

Commencing at the northwest corner of said Lot 148; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence leaving said north line, SOUTH 01 degrees 08 minutes 54 seconds WEST a distance of 85.00 feet to the Point of Beginning; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.34 feet to the east line of said Lot 148; thence along said east line, SOUTH 01 degrees 11 minutes 26 seconds WEST a distance of 73.16 feet to the southeast corner of said Lot 148; thence leaving said east line and along said south line, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 48.28 feet to the southwest corner of said Lot 148; thence leaving said south line and along the west line of said Lot 148, NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 53.01 feet; thence leaving said west line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 20.00 feet to the point of beginning, containing 0.07 acre, more or less.

Transfer Area - Lot 149 to Lot 150A

A part of Lot 149 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office, described as follows:

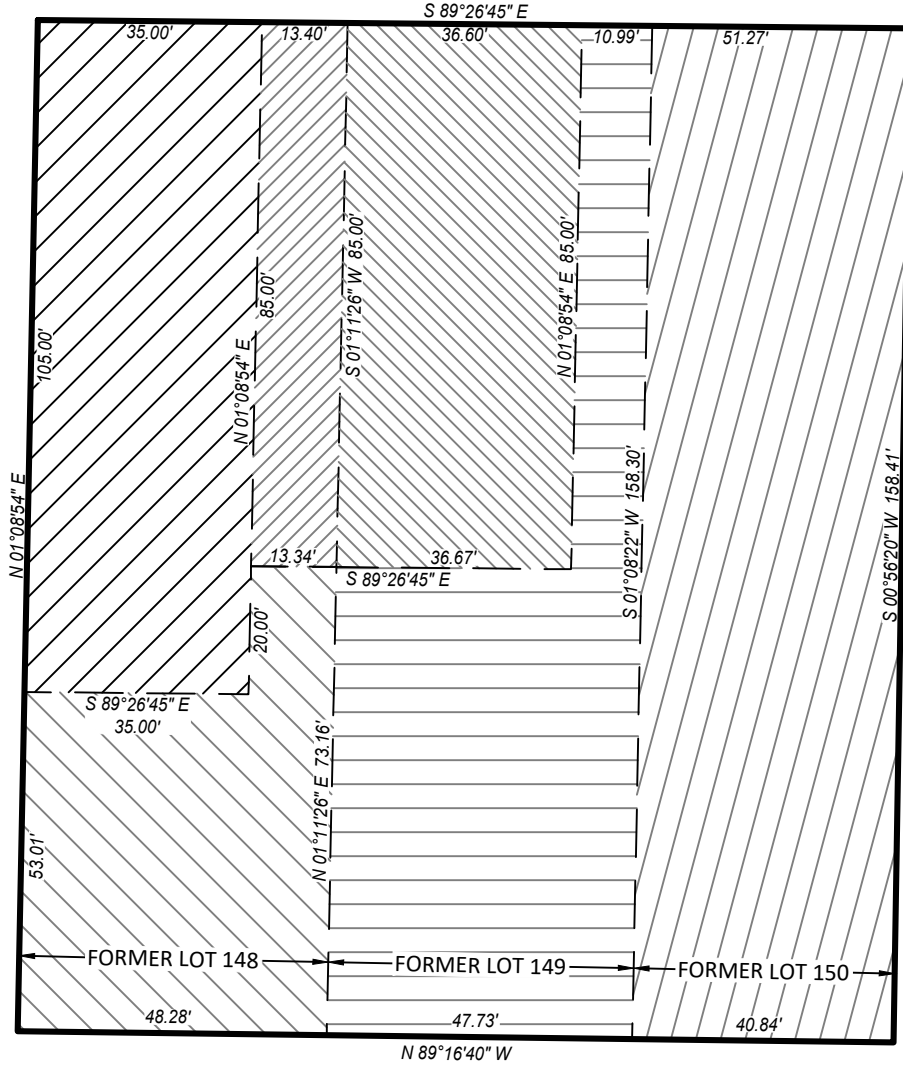
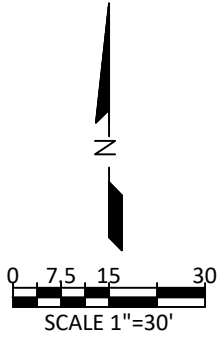
Commencing at the northwest corner of Lot 148 of said Dixie Highway Addition; thence along the north line of said Lot 148, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 35.00 feet; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 13.40 feet to the northwest corner of said Lot 149; thence along the north line of said Lot 149, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 36.60 feet to the Point of Beginning; thence continuing along said north line, SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 10.99 feet to the northeast corner of said Lot 149; thence leaving said north line and along the east line of said Lot 149, SOUTH 01 degrees 08 minutes 22 seconds WEST a distance of 158.30 feet to the southeast corner of said Lot 149; thence leaving said east line and along the south line of said Lot 149, NORTH 89 degrees 16 minutes 40 seconds WEST a distance of 47.73 feet to the southwest corner of said Lot 149; thence leaving said south line and along the west line of said Lot 149, NORTH 01 degrees 11 minutes 26 seconds EAST a distance of 73.16 feet; thence SOUTH 89 degrees 26 minutes 45 seconds EAST a distance of 36.67 feet; thence NORTH 01 degrees 08 minutes 54 seconds EAST a distance of 85.00 feet to the point of beginning, containing 0.10 acre, more or less.

Transfer Area - Lot 150 to Lot 150A

Lot 150 of Dixie Highway Addition to the City of Bloomington, Indiana, as shown on the plat thereof recorded in Plat Cabinet B, Envelope 39 in the Monroe County Recorder's Office.



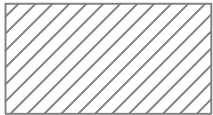
TRANSFER AREA EXHIBIT
JOB No. 12169



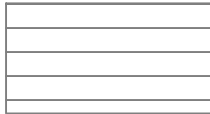
TRANSFER AREA: LOT 148 TO LOT 148A



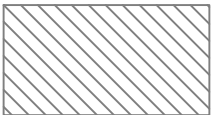
TRANSFER AREA: LOT 148 TO LOT 150A



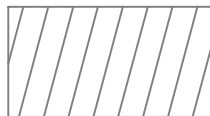
TRANSFER AREA: LOT 148 TO LOT 149A



TRANSFER AREA: LOT 149 TO LOT 150A



TRANSFER AREA: LOT 149 TO LOT 149A



TRANSFER AREA: LOT 150 TO LOT 150A

S:\Jobs\12100-12199\12169 HOPEWELL SOUTH\DRAW\CARLSON\12169_LOTS 148-150_LOT LINE ADJUSTMENT.dwg



Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
Bloomington • Bedford • Paoli

SHEET 5 OF 5

1351 West Tapp Road • Bloomington, Indiana 47403 • p: 812.336.8277

BRCJcivil.com

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**APPROVAL OF AGREEMENT WITH
CALUMET CIVIL CONTRACTORS, INC. FOR TEMPORARY STORAGE
AT HOPEWELL EAST DEVELOPMENT**

WHEREAS, the City of Bloomington has undertaken the West Second Street Modernization and Safety Improvement project that directly supports the Hopewell Development;

WHEREAS, Calumet is a contractor on this major project and requires materials and equipment storage staging space to support the construction;

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) wishes to provide space, at no cost, for this between South Rogers Street and South Madison Street and south of West Second Street to be available to Calumet for temporary storage of construction materials equipment through the end of said project or December 31, 2026, whichever is earlier, unless extended in writing;

WHEREAS, City Staff has negotiated a temporary use agreement for temporary storage which is located in Attachment 1; and,

WHEREAS, the RDC has determined that such temporary use of said lot is a benefit to the redevelopment of the Hopewell Development.

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

1. The Bloomington Redevelopment Commission finds the above-described temporary storage of building materials to be an appropriate use of the identified lot, and finds that such use serves the public’s best interest.
2. The temporary storage agreement shall terminate no later than December 31, 2026, unless extended in writing.
3. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution, including an extension of the termination date for up to sixty (60) days.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT FOR TEMPORARY STORAGE
AT HOPEWELL DEVELOPMENT**

This Agreement is entered into by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Calumet Civil Contractors, Inc. (“Calumet”).

WITNESSETH:

WHEREAS, the City has undertaken the West Second Street Modernization and Safety Improvement project that directly supports the Hopewell Development;

WHEREAS, Calumet is a contractor on this major project and requires materials and equipment storage staging space to support the construction; and,

WHEREAS, the City wishes to provide space, at no cost, for this between South Rogers Street and South Madison Street and south of West Second Street to be available to Calumet for temporary storage of construction materials equipment through the end of said project or December 31, 2026, whichever is earlier, unless extended in writing.

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

1. Calumet may store/stage building materials in areas designated by the City on the attached Calumet Construction Laydown Area map.
2. Calumet shall pay the City no fees for the cost of storage and staging.
3. During the term of this Agreement, Calumet shall name the City and the Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by Calumet:
 - General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
 - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
4. Calumet and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. Calumet shall report to the City any concerning behaviors or concerns about the areas used for storage immediately.
 5. Calumet shall indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission, and the officers, agents and employees of the City and the Bloomington Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Calumet, its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to Calumet (collectively "Claims").
 6. Calumet shall store any and all materials at their own risk. The City assumes absolutely no liability for any damage or theft or other impairment of the materials and will provide no security of the stored materials.
 7. Calumet must provide construction fencing per the attached Calumet Construction Laydown Area map, with gating as identified and for the time periods identified.
 8. The Laydown Area contains groundwater monitoring wells. Calumet must meet with City staff to locate and determine what protective measures shall be put in place. Any damage to the groundwater monitoring wells during Calumet's use of the area must be repaired at Calumet's expense and to the satisfaction of an environmental consultant chosen by the City, which may include abandoning and replacing the well.
 9. This Agreement may be terminated by either party and for any reason by providing written notice of termination ninety (90) days in advance. In the event Calumet breaches any term of this agreement and does not cure the same within ten (10) days, Calumet must vacate the premises within five (5) days therefrom. Such early termination does not relieve Calumet of any other obligations under this agreement.

10. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 North Morton Street, Suite 220, Bloomington, Indiana 47404.
11. Notices to Calumet shall be delivered in writing to 4898 Fieldstone Drive, Whitestown, Indiana 46075.
12. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.
13. Calumet shall return possession of the property in the same or improved condition as when Calumet took possession. Any improvements must be approved by City Staff.
14. Calumet is responsible for site control and any and all injury to the public.

CALUMET CIVIL CONTRACTORS, INC.

Shelbi Miller, President

Date

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Date

BLOOMINGTON REDEVELOPMENT COMMISSION

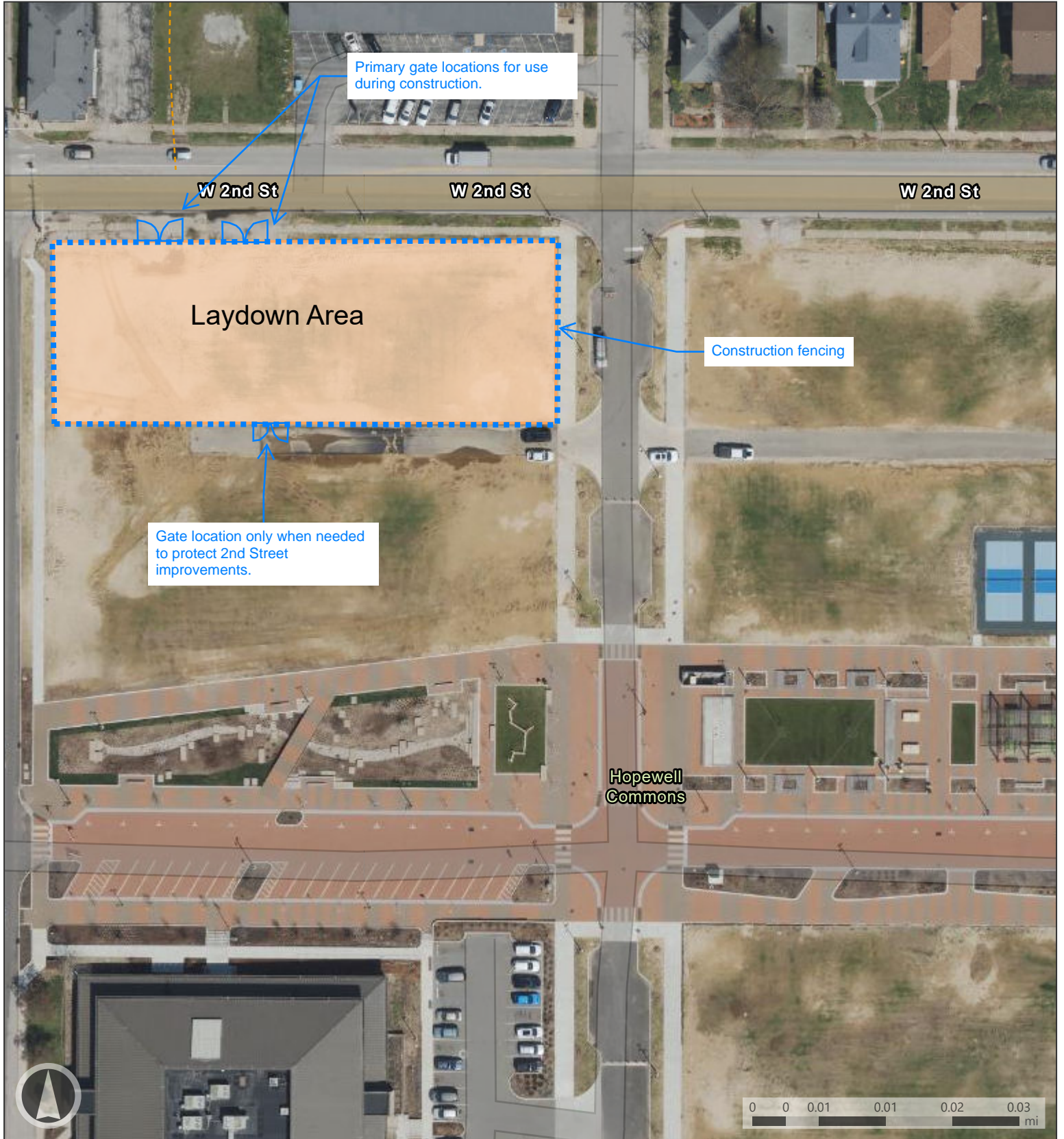
Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

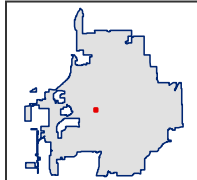
John West
Secretary of the Bloomington Redevelopment Commission

Date



Map Legend

- Bloomington Alleys
- Bloomington Municipal Boundary



26-38
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

AUTHORIZATION FOR CITY STAFF TO APPLY FOR THE
SUBMISSION OF A PRIMARY PLAT, SECONDARY PLAT, PLAT VACATION,
PUD FINAL PLAN, AND ALL ASSOCIATED PERMITS/APPROVALS FOR
HOPEWELL SOUTH ON BEHALF OF THE RDC

WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“RDC”) approved a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and 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, in Resolution 24-65, a second, revised, updated offer was 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 has 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 approved new comprehensive and coordinated design of Blocks 8, 9, and 10 of Hopewell South with Flintlock Ltd. Co;

WHEREAS, Flintlock Ltd. Co has prepared a draft Planned Unit Development (“PUD”) with detailed exhibits on how the PUD could be structured;

WHEREAS, by Resolution 25-130 the RDC approved an amendment to the Flintlock Ltd. Co.’s scope of work to include the zoning process of creating a Planned Unit Development (PUD) in order to maximize the number of affordable housing units;

WHEREAS, by Resolution 25-152 the RDC determined that the rezoning of Hopewell South Blocks 8, 9, and 10 to a PUD will further the public’s best interests and redevelopment of Hopewell South;

WHEREAS, the Common Council passed Ordinance 2026-06 which created the Hopewell South PUD;

WHEREAS, by Resolutions 26-05 and 26-27 the RDC approved contracts for the platting design of Hopewell South with CrossRoad Engineers, PC;

WHEREAS, the approval process for the platting requires multiple filings of applications and submittals and conferencing with the City of Bloomington Department of Planning and Transportation;

WHEREAS, in order to facilitate and expedite the approval process, the RDC determines it is necessary to authorize City Staff to make applications and submittals on behalf of the RDC; and,

WHEREAS, the RDC has determined that this authorization will allow for an expedited initiation of construction of affordable housing at Hopewell South and is in the best interests of the Consolidated TIF and the greater Bloomington area.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell South Planned Unit Development (“PUD”) Project.
2. The Bloomington Redevelopment Commission hereby authorizes its Executive Director, Anna Killion-Hanson, Assistant City Attorney Dana Robert Kerr, or their designee, to apply for the submission of a Primary Plat, Secondary Plat, Plat Vacation, PUD Final Plan, and all associated permits/approvals for Hopewell South on behalf of the Bloomington Redevelopment Commission.
3. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

26-39
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
APPLIED ENGINEERING FOR
PLUMBING ENGINEERING SERVICES AT THE
FOURTH STREET GARAGE

- WHEREAS, on October 15, 2018, the Bloomington Redevelopment Commission (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);
- WHEREAS, Fund 4657 2019 4th Street Bonds Proceeds Taxable was used to receive the proceeds of the 2019 taxable tax increment revenue bonds to fund the construction of the commercial portion of the Fourth Street Garage (“Garage”);
- WHEREAS, Fund 4657 has an approximately Four Hundred Forty-Two Thousand Dollars (\$442,000) remaining cash balance;
- WHEREAS, the Garage is experiencing stormwater issues, especially during heavier rain events;
- WHEREAS, there is a serious and immediate need to assess the existing storm piping on all levels of the Garage and evaluate sumps and sump pumps;
- WHEREAS, the RDC has negotiated terms for plumbing engineering services with Allied Engineering Services, Inc. for a fee not to exceed Fourteen Thousand Seven Hundred Twenty Dollars (\$14,720.00);
- WHEREAS, City legal and bond counsel have confirmed the repair and remediation of engineering defects is an appropriate use of these remaining funds;
- WHEREAS, a Professional Services Agreement for Services between the Bloomington Redevelopment Commission and Applied Engineering is included herewith as Attachment 1; and,
- WHEREAS, the RDC finds that the plumbing engineering services are a necessary expenditure to determine engineering defects in the Fourth Street Garage and to prepare recommendations for the proper reworking the stormwater system.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Project.
2. The Bloomington Redevelopment Commission finds that the plumbing engineering services are a necessary expenditure to evaluate stormwater issues at the Fourth Street Garage due to engineering defects.
3. The Bloomington Redevelopment Commission approves the Professional Services Agreement in Attachment 1 with Allied Engineering Services, Inc. for a not to exceed fee of Fourteen Thousand Seven Hundred Twenty Dollars (\$14,720.00), to be paid from Fund 4657-15-151902-53990, on the advice of counsel.
4. The Bloomington Redevelopment Commission delegates authority to City Staff to perform any and all necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Professional Services Agreement for Services between the Bloomington Redevelopment Commission and Applied Engineering

Professional Service Agreement

This agreement for services (the "Agreement") is entered into by and between the City of Bloomington, Indiana, and its Public Works Department ("Department"), by its Redevelopment Commission Board ("Board") (collectively the "City"), and Allied Engineering Services, Inc. ("Contractor") (collectively the "Parties").

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - a. **Term.** This Agreement shall commence on the effective date and expire on the 31 day of December 2026.
 - b. **Termination.** In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Fourteen Thousand Seven Hundred and Twenty Dollars (\$14,720.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. If applicable and as outlined in **Exhibit "B"**, Contractor may submit invoices on an ongoing basis for services completed under this Agreement. Any such invoices will provide descriptive detail and costs of the work completed under this Agreement. The total

of all ongoing invoices shall not exceed the total amount set forth in this paragraph. The invoice shall be sent to: Jessica Goodman, City of Bloomington, COB_garages@bloomington.in.gov. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
5. **Accessibility Compliance.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at <https://www.w3.org/WAI/standards-guidelines/wcag/> . If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.
6. **Responsibilities of the City.** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. If applicable, Exhibit B may also provide a schedule for ongoing

compensation, as indicated in Paragraph 3 of this Agreement. 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 City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project
- 10. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
- 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 City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees. In the event Contractor has not made an election under IC 22-3-6-1(b)(4)-(5), the City requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed and to comply with all applicable requirements in IC 22-3-6 et seq.
- 12. Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence. Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is

not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent. If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental Contractor contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

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

- a. Commercial General Liability Insurance.
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.

- a. 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.
- a. Professional Liability/Errors and Omissions: \$1,000,000 per occurrence, \$2,000,000 aggregate
- a. Umbrella/Excess Liability with a required limit of \$1,000,000.
- a. Cyber Attack and Cyber Extortion.
 - Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- g. Network Security Liability.
 - Limit (Annual Aggregate) of \$1,000,000; and
 - Deductible (per occurrence) of \$10,000.
- h. Electronic Media Liability.
 - Limit (Annual Aggregate) of \$1,000,000; and
 - Deductible (Per Occurrence) of \$10,000.
- i. Fraudulent Impersonator Coverage.
 - Limit (Annual Aggregate) of \$250,000; and
 - 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.

If the Contractor has not taken a Worker's Compensation election under IC 22-3-6-1(b)(4)-(5), then the City requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed.

15. 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.

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.

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.

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

19. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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

21. Governing Law and Venue; Waiver of Jury Trial. 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. Each party acknowledges and agrees that any controversy that may arise under this agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

22. Non-Discrimination. Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or

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

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

24. E-Verify. Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "D"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.

25. Non-Collusion. By signing this Agreement, Contractor swears and 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.

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

To City:

City of Bloomington
Attn: Jessica Goodman
401 N. Morton Street, Suite 130
Bloomington, IN 47404

To Contractor:

Applied Engineering Services, INC

Attn: Mark Lehman
5975 Castle Creek Parkway N Drive, Suite 300
Indianapolis, IN 46250

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

- 27. 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
 - a. All Exhibits.
 - b. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

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

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

Signatures are on the Signature Page, found at the end of the contract, following the Exhibits.

Exhibit "A" Scope Of Work

1. Assess the existing storm piping on all levels of the garage and determine if the laterals are sloped appropriately and make modifications as required.
2. Evaluate the existing sump and sump pumps to determine if they are appropriately sized for the garage storm piping loads. Based on findings/calculations expand the existing sump pit and upsize the sump pumps. Existing footings will need to be evaluated to determine if a deep sump can be installed.
3. If sump pumps are increased in hp size and require an upgraded electrical circuit there would be some minor electrical design as part of the final bid documents.

SCOPE OF SERVICES – DESIGN PHASE

1. The professional design services include the engineering to develop drawings and specifications to be used solely with respect to this project, suitable for public bidding in the State of Indiana for the above-described Scope of Work. Our drawings will be sealed by a Professional Engineer.
2. The project will likely have one design submittal. Electronic files will be forwarded to the City of Bloomington for printing and distribution.
3. The final design deliverables are one drawing set, submitted in PDF form, and written Division 22 & 26 technical specifications in PDF and book form. The Division 0 and 1 (front-end) specifications will be by City of Bloomington.

SCOPE OF SERVICES – CONSTRUCTION PHASE

1. Review shop drawings and product data submittals for conformance with Applied's contract documents.
2. Respond to Request(s) for Information (RFI) for design clarifications during construction.
3. Issuance of Architectural Supplemental Instructions (ASI) and/or Proposal Requests (PR) specifically related to this Scope of Work.
4. One punch list site review and punch list report.

Exhibit “B” Schedule

SCHEDULE

Applied Engineering Services proposes the following schedule. Changes to the schedule will be as agreed upon by both the City of Bloomington and Applied. Applied will start on the project upon written acceptance of this proposal or written notice-to-proceed.

Notice to Proceed - Design Start Week 0

Site Visit (Suggested Date, TBD) Week 2

Submit 95% Review Week 4

Bid documents Week 6

Exhibit "C" 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

Project Manager
CxA

Mark Lehman, RCDD,

Electrical Engineer

Andrew Jehl, PE

Project Mechanical Engineer

David Chadburn

Exhibit “D” Affidavit Regarding E-Verify

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

1. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. 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).
3. The undersigned hereby states that the Contractor is enrolled in and participates in the E-verify 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.

Signatures are on the Signature Page, found at the end of the contract, following the Exhibits.

Signature Page

The Parties have executed this signature page reflecting their agreement with and intent to be bound by the terms and conditions listed in their "Agreement for Services between the City of Bloomington Parking Services, Public Works Department and Applied Engineering Services, INC" and any Exhibit to said Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Signature:

Full Name:

Date Signed:

Title:

Signature:

Full Name:

Date Signed:

Title:

Signature:

Full Name:

Date Signed:

Title:

Contractor

The undersigned is duly authorized to execute this Agreement and the attached affidavits for and on behalf of, and to bind, the Contractor.

I affirm under the penalties of perjury that the foregoing facts and information, found within the Contract and all associated exhibits, are true and correct to the best of my knowledge and belief.

Signature:

Full Name:

Date Signed:

Title:

Company: