

Redevelopment Commission Meeting

Agenda for Monday, August 17, 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 870 0526 6783
Passcode 485189.

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. Minutes

- A. [Executive Session Summary for August 3, 2026](#)
- B. [August 3, 2026](#), regular meeting minutes

3. Claims

- A. [July 31, 2026](#)

4. Payroll

- A. [August 7, 2026](#)

5. Reports

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Update

6. New Business

- A. [Resolution 26-55](#): Amendment of Resolution 25-89 - Regarding Partnership Agreement with BCT Management, Inc. and Authorization for Release of Funds
- B. [Resolution 26-56](#): Approval of the First Amendment to the Agreement with HGCG Enterprises DBA Office Pride Commercial Cleaning Services for Services at the Trades District Garage
- C. [Resolution 26-57](#): Approval of Payment of Kone, Inc. Invoice

- D. [Resolution 26-58](#): Ratification of Settlement of Litigation and Lease Termination Agreements Regarding Showers West

7. Adjournment

Board Membership

Pursuant to applicable law and policy, and in compliance with Indiana Code 5-14-9-6,

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			

the following details are provided regarding the officers serving on this committee:

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3429 or e-mail human.rights@bloomington.in.gov. The City is committed to providing equal access to information. If you encounter difficulties accessing material in this packet, please get in touch with Anna Killion-Hanson at anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, August 3, 2026, at 3:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana 47404

Redevelopment Commission Members Present:

Deborah Myerson
Sue Sgambelluri
Laurie McRobbie
John West
Randy Cassady

City Staff Present:

Kerry Thomson, Mayor
Jennifer Miers, Special Assistant to the Mayor
Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND)
Dana Robert Kerr, Assistant City Attorney, Legal Department
Margie Rice, Corporation Counsel, Legal Department
Geoff McKim, City Controller
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)
Anna Dragovich, Capital Projects Manager, ESD

Others Present:

The Commission discussed strategy with respect to a real property transaction pursuant to Ind. Code § 5-14-1.5-6.1(b)(2)(D).

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Deborah Myerson, President

John West, Secretary

Date

The Redevelopment Commission Meeting met on Monday, August 3, 2026, at 5:00 p.m. in the City Hall Council Chambers, Suite 115, 401 N. Morton Street, and via Zoom with President Deborah Myerson presiding:

<https://catstv.net/m.php?q=16274>

1. Roll Call

Commission members present in person:

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

Commission members present over Zoom:

Laurie McRobbie
Sam Fleener, MCCSC

City staff and elected officials present:

Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND)
Christina Finley, Assistant Director, HAND
Matt Swinney, Program Manager, HAND
Tammy Caswell, Financial Specialist, HAND
Dana Robert Kerr, Assistant City Attorney, Legal Department
Margie Rice, Corporation Council, Legal Department
Geoff McKim, City Controller
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)

There were members of the public present.

2. College Square Proposal Presentations

A. [Concord Hospitality, TWG Development, RATIO Design, and Shiel Sexton](#)

Carl Hern, Concord Hospitality, Chase Smith, TWG Development, and Adam Thies, RATIO Design

B. [Dora Hospitality, The Louderback Group, Luminaut, and Weddle Brothers](#)

Vince Dora, Dora Hospitality, Russ Louderback, The Louderback Group, David Rausch, Luminaut, and Chris Ciolli, Weddle Brothers.

Deborah Myerson asked the presenters prepared questions.

3. Approval of Minutes

- A. Executive Session Summary for July 20, 2026
- B. Minutes for July 20, 2026

John West moved to approve the regular meeting minutes and the executive session minutes for July 20, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

4. Approval of Payroll

- A. Payroll Register for July 24, 2026

Sue Sgambelluri moved to approve the payroll register for July 24, 2026. Randy Cassady seconded the motion. The motion passed unanimously by roll-call vote.

5. Reports

- A. **Director's Report:** [Anna Killion-Hanson](#) was available for questions.
- B. **Legal Report:** Dana Kerr was available for questions.
- C. **Treasurer's Report:** Geoff McKim shared the [TIF Status Report](#).
- D. **Business Development Updates:** No updates.

6. New Business

- A. Resolution 26-18: Designating and Declaring a Certain Area as an Economic Development Area (Hopewell South EDA), Approving an Economic Development Plan for Said Area, Establishing a Residential Housing Program in Said Area and Regarding Related Matters.

[Dana Kerr](#) presented Resolution 26-18.

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

Laurie McRobbie moved to approve Resolution 26-18. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

- B. Resolution 26-23: Approval of Agreement for Parking Space at the Trades District Garage with Alluinn IU Trades District Hotel LLC

Anna Killion-Hanson presented Resolution 26-23.

Deborah Myerson asked for public comment. There were comments from the public.

John West moved to approve Resolution 26-23. Laurie McRobbie seconded the motion. The motion passed unanimously by roll-call vote.

C. Related Matters

- a. Resolution 26-48: Approval of First Amendment to 2025 CDBG Physical Improvement Grant Agreement with Life Design, Inc.
- b. Resolution 26-49: Approval of First Amendment to 2025 CDBG Physical Improvement Grant with Middle Way House.
- c. Resolution 26-50: Approval of First Amendment to 2025 CDBG Physical Improvement Grant Agreement with Summit Hill Community Development Corporation.

Matt Swinney presented Resolutions 26-48 through 26-50.

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

Randy Cassady moved to approve Resolutions 26-48 through 26-50. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

- D. Resolution 26-51: Approval of 2026 CDBG Physical Improvement Grant Agreement with My Sister's Closet.

Matt Swinney presented Resolution 26-51.

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

Sue Sgambelluri moved to approve Resolution 26-51. John West seconded the motion. The motion passed unanimously by roll-call vote.

- E. Resolution 26-52: Addendum #1 with VET Environmental Engineering, LLC for Environmental Services at College Square.

Anna Killion-Hanson and [Dana Kerr](#) presented Resolution 26-52.

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

Randy Cassady moved to approve Resolution 26-52. John West seconded the motion. The motion passed unanimously by roll-call vote.

F. Resolution 26-53: Amending the Declaratory Resolution of the Consolidated Economic Development Area and the Consolidated Economic Development Plan Removing Certain Residential Parcels and Regarding Related Matters.

Dana Kerr, City Legal Department and Justin Chang, with Reedy Financial Group presented Resolution 26-53.

Deborah Myerson asked for public comment. There were no comments from the public. [Randy Cassady](#) moved to approve Resolution 26-53. Laurie McRobbie seconded the motion. The motion passed unanimously by roll-call vote.

G. Resolution 26-54: Approval of Lease at the Forge with Prometheus Energetics, LLC.

John Fernandez, Amplify Bloomington, presented Resolution 26-54.

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

Sue Sgambelluri moved to approve Resolution 26-54. [Randy Cassady](#) seconded the motion. The motion passed unanimously by roll-call vote.

7. Adjournment

John West moved to adjourn the meeting. The meeting adjourned at approximately 6:34 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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

**GEOFFREY MCKIM
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3412
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controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 07-31-2026 (\$100,148.76)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **07-18-2026** to **07-31-2026**. 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:

09F7205C9532400...

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 **07-18-2026** to **07-31-2026**, 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:

E9A0FAE19B82413...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/18/26 - 07/31/26

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)	0007770849	15-ER Public Notice #12418023 06/22/26	Paid by EFT # 73699		07/21/2026	07/21/2026	07/31/2026		07/31/2026	82.68
Account 53320 - Advertising Totals								Invoice Transactions 1		<u>\$82.68</u>
Program 150500 - Housing Totals								Invoice Transactions 1		<u>\$82.68</u>
Program 151000 - Neighborhood										
Account 53960 - Grants										
7766 - Nicholas J Halter (Bloomington Tree Service)	2088 (Proposal)	15-NI Grant-Spicewood Neighborhood Assoc-aerial wk/debris removal	Paid by EFT # 73549		07/21/2026	07/21/2026	07/31/2026		07/31/2026	1,350.00
Account 53960 - Grants Totals								Invoice Transactions 1		<u>\$1,350.00</u>
Program 151000 - Neighborhood Totals								Invoice Transactions 1		<u>\$1,350.00</u>
Department 15 - HAND Totals								Invoice Transactions 2		<u>\$1,432.68</u>
Fund 1101 - General Totals								Invoice Transactions 2		<u>\$1,432.68</u>
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
10241 - Bloomington Equities LLC	R101-Crozier	15-R101-Security Rent dep. assistance-Crozier-2995 S Acadia Ct	Paid by EFT # 73485		07/21/2026	07/21/2026	07/31/2026		07/31/2026	300.00
51582 - Environmental Hazards Services, LLC	26-06-04368	15-Lead Dust Wipe/Lead Soil/(3) Lead Paint Test Kit-1502 Dunstan	Paid by Check # 81840		07/21/2026	07/21/2026	07/31/2026		07/31/2026	56.00
51582 - Environmental Hazards Services, LLC	26-06-03066	15-(4) Lead Dust Wipe & (1) Lead Soil Test Kit-1499 W Allen	Paid by Check # 81840		07/21/2026	07/21/2026	07/31/2026		07/31/2026	44.00
10442 - Southern Knoll L.P.	R101-Chandler	15-R101-Security Rent dep. assistance-Chandler-1105 W 3rd St	Paid by EFT # 73669		07/21/2026	07/21/2026	07/31/2026		07/31/2026	500.00
19172 - Woodland Springs, LLC	R101-Frison	15-R101-Rent dep. ass't-Frison-2911 S Leonard Springs #18	Paid by Check # 81860		07/21/2026	07/21/2026	07/31/2026		07/31/2026	199.00
Account 53960 - Grants Totals								Invoice Transactions 5		<u>\$1,099.00</u>
Account 53990 - Other Services and Charges										
5900 - VET Environmental Engineering, LLC	9376	15-Short-Term Radon Testing-1499 W Allen Street	Paid by EFT # 73703		07/21/2026	07/21/2026	07/31/2026		07/31/2026	250.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/18/26 - 07/31/26

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 53990 - Other Services and Charges										
5900 - VET Environmental Engineering, LLC	9622	15-Short-Term Radon Testing-635 W. Guy Avenue	Paid by EFT # 73703		07/21/2026	07/21/2026	07/31/2026		07/31/2026	250.00
5900 - VET Environmental Engineering, LLC	9603	15-Short-Term Radon Testing-4200 E. Cambridge Drive	Paid by EFT # 73703		07/21/2026	07/21/2026	07/31/2026		07/31/2026	250.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	\$750.00
Program 150000 - Main Totals								Invoice Transactions	8	\$1,849.00
Department 15 - HAND Totals								Invoice Transactions	8	\$1,849.00
Fund 2209 - LIT - Economic Development Totals								Invoice Transactions	8	\$1,849.00
Fund 2234 - Unsafe Building										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
481 - First Appraisal Group, INC	04-26-027	15-Appraisal-Shamrock Pointe Apt 3789 E McCracken 04/26/26	Paid by EFT # 73532		07/21/2026	07/21/2026	07/31/2026		07/31/2026	4,500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$4,500.00
Program 150000 - Main Totals								Invoice Transactions	1	\$4,500.00
Department 15 - HAND Totals								Invoice Transactions	1	\$4,500.00
Fund 2234 - Unsafe Building Totals								Invoice Transactions	1	\$4,500.00
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
3164 - New Hope Family Shelter, INC	CDBG-7.31.26	15-Solar Panels on Family Shelter Project-7-31-26	Paid by EFT # 624		07/21/2026	07/21/2026	07/31/2026		07/31/2026	32,959.38
Account 53960 - Grants Totals								Invoice Transactions	1	\$32,959.38
Program 150000 - Main Totals								Invoice Transactions	1	\$32,959.38
Department 15 - HAND Totals								Invoice Transactions	1	\$32,959.38
Fund 2403 - CDBG Totals								Invoice Transactions	1	\$32,959.38
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0001027	15-HOME-Evergreen Village-lawn care/mowing-June 2026	Paid by EFT # 329		07/21/2026	07/21/2026	07/31/2026		07/31/2026	260.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/18/26 - 07/31/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-7.24.26	15-HOME-Downpayment Closing Cost-Brashear-1994 S. Bernard Dr	Paid by EFT # 328		07/23/2026	07/23/2026	07/23/2026		07/23/2026	10,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$10,260.00
Program 150000 - Main Totals							Invoice Transactions	2		\$10,260.00
Department 15 - HAND Totals							Invoice Transactions	2		\$10,260.00
Fund 2404 - HOME Totals							Invoice Transactions	2		\$10,260.00
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
8081 - Hotels for Hope INC (Hotels For Homeless)	JH26-7.31.26	15-2026 JH Grant-emer. hotel stays/case salaries 6/30-7/15/26	Paid by EFT # 73562		07/21/2026	07/21/2026	07/31/2026		07/31/2026	3,901.88
Account 53960 - Grants Totals							Invoice Transactions	1		\$3,901.88
Program 050000 - Main Totals							Invoice Transactions	1		\$3,901.88
Department 05 - Common Council Totals							Invoice Transactions	1		\$3,901.88
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions	1		\$3,901.88
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
656 - B&L Sheet Metal and Roofing, INC	2487829	15-Roof Repairs at 714 S Rogers St 05/28/26	Paid by EFT # 73473		07/21/2026	07/21/2026	07/31/2026		07/31/2026	1,956.04
7353 - Jeffrey A Goldin (Goldin Appraisal Group)	2026186	15-Appraisal for 813, 819, 821, 825 W Dodds St 06/21/26	Paid by EFT # 73541		07/21/2026	07/21/2026	07/31/2026		07/31/2026	900.00
7402 - Nature's Way, INC	5690	15-Monthly Interior Live Plant-Showers West-July 2026	Paid by EFT # 73621		07/21/2026	07/21/2026	07/31/2026		07/31/2026	287.92
5648 - Reedy Financial Group, PC	14470	15-Admin/TIF Financial Consulting/TIF Econ Dev -thru 6/30/2026	Paid by EFT # 73647		07/21/2026	07/21/2026	07/31/2026		07/31/2026	19,944.53



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/18/26 - 07/31/26

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										
5900 - VET Environmental Engineering, LLC	9528	15-Inspections, fogging & spot treatment-June 2026 714 S Rogers	Paid by EFT # 73703		07/21/2026	07/21/2026	07/31/2026		07/31/2026	1,418.90
208 - City Of Bloomington Utilities	4995-004 0626	15-627 N Morton Street-water/sewer bill - June 2026	Paid by Check # 81814		07/22/2026	07/22/2026	07/22/2026		07/22/2026	49.55
208 - City Of Bloomington Utilities	14660-004 0626	15-College Sq-216 S. College-water/sewer bill-June 2026	Paid by Check # 81814		07/22/2026	07/22/2026	07/22/2026		07/22/2026	162.97
208 - City Of Bloomington Utilities	17199-002 0626	15-College Sq-206 S. College-water/sewer bill-June 2026	Paid by Check # 81814		07/22/2026	07/22/2026	07/22/2026		07/22/2026	319.15
223 - Duke Energy	9101205757280 626	15-105 4th St W Misc Office 4-elec chgs 05/27/26-06/25/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	213.06
223 - Duke Energy	9101397672040 726	15-Showers W-320 E 8th St-elec chgs-06/02/26-07/01/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	9,307.22
223 - Duke Energy	9101229908840 726	15-Hopewell-W 2nd St-elec chgs-06/03/26-07/02/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	30.55
223 - Duke Energy	9101205748680 626	15-216 S. Walnut St-elec chgs 05/27/26-06/25/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	30.61
223 - Duke Energy	9101205751660 726	15-627 N Morton-elec chgs 06/02/26-07/01/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	151.32
223 - Duke Energy	9101882842930 626	15-Hopewell-607 W. 1st St Light-elec chgs 05/27-06/25/26	Paid by Check # 81818		07/22/2026	07/22/2026	07/22/2026		07/22/2026	24.43
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5070826	15-489 W. 10th St-Unit #1-Esnet-gas bill 06/02/26-07/01/26	Paid by Check # 81835		07/22/2026	07/22/2026	07/22/2026		07/22/2026	48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4070826	15-489 W. 10th St-Unit #2-gas bill 06/02/26-07/01/26	Paid by Check # 81835		07/22/2026	07/22/2026	07/22/2026		07/22/2026	52.96
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3070826	15-627 N Morton-gas bill 06/02/26-07/01/26	Paid by Check # 81835		07/22/2026	07/22/2026	07/22/2026		07/22/2026	19.44
Account 53990 - Other Services and Charges Totals							Invoice Transactions	17		\$34,917.42
Program 150000 - Main Totals							Invoice Transactions	17		\$34,917.42
Department 15 - HAND Totals							Invoice Transactions	17		\$34,917.42
Fund 2519 - RDC Totals							Invoice Transactions	17		\$34,917.42



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/18/26 - 07/31/26

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										
6330 - Marshall Security LLC	4423	15-Security Patrols at Hopewell Properties 06/01/26-06/30/26	Paid by EFT # 73602		07/21/2026	07/21/2026	07/31/2026		07/31/2026	10,328.40
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$10,328.40
Program 159001 - Adams Crossing Area Totals							Invoice Transactions	1		\$10,328.40
Department 15 - HAND Totals							Invoice Transactions	1		\$10,328.40
Fund 4445 - Consolidated TIF Totals							Invoice Transactions	1		\$10,328.40
Grand Totals							Invoice Transactions	33		\$100,148.76

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/31/26	Claims				\$100,148.76
					\$100,148.76

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$100,148.76

Dated this ____ day of _____ year of 20____.

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

Signed by:

Fiscal Office

Cheryl Gilliland

09F7205C9532400...



Office of the Controller

To: Redevelopment Commission

From: Geoff McKim, Controller

Date: 08/07/2026

Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 07/20/2026 to 08/02/2026. 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, slightly stylized font.

D97582B21FB94BA...

Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/07/26 - 08/07/26

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	08/07/2026	2,865.43		.00	297.15	175.39	41.02	79.37	57.58	186.96	2,027.96
			.00	.00	2,729.02	2,829.02	2,829.02	2,729.02	2,729.02		
		\$2,865.43	\$0.00	\$0.00	\$297.15	\$175.39	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.96
3954 Bettis, Jeremy	08/07/2026	3,694.19		.00	473.11	229.04	53.57	108.98	79.06	.00	2,750.43
			.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	\$229.04	\$53.57	\$108.98	\$79.06	\$0.00	\$2,750.43
10000 Bixler, Daniel R 2594	08/07/2026	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	08/07/2026	3,031.46		.00	395.54	185.10	43.29	87.48	69.69	126.71	2,123.65
			.00	.00	2,965.38	2,985.38	2,985.38	2,965.38	2,965.38		
		\$3,031.46	\$0.00	\$0.00	\$395.54	\$185.10	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.65
10000 Collins, Barry 0111	08/07/2026	1,450.00		.00	200.77	89.90	21.03	42.78	25.38	.00	1,070.14
			.00	.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00		
		\$1,450.00	\$0.00	\$0.00	\$200.77	\$89.90	\$21.03	\$42.78	\$25.38	\$0.00	\$1,070.14
2771 Council, David R	08/07/2026	2,534.81		.00	159.74	142.75	33.39	64.72	46.95	326.98	1,760.28
			.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	\$142.75	\$33.39	\$64.72	\$46.95	\$326.98	\$1,760.28
10000 Finley, Christina L 0187	08/07/2026	4,356.96		.00	618.17	250.04	58.47	117.54	86.09	403.09	2,823.56
			.00	.00	4,022.79	4,032.79	4,032.79	4,022.79	4,022.79		
		\$4,356.96	\$0.00	\$0.00	\$618.17	\$250.04	\$58.47	\$117.54	\$86.09	\$403.09	\$2,823.56
3955 Hampton, Sean R	08/07/2026	2,534.80		.00	122.24	149.80	35.03	71.28	51.71	118.67	1,986.07
			.00	.00	2,416.13	2,416.13	2,416.13	2,416.13	2,416.13		
		\$2,534.80	\$0.00	\$0.00	\$122.24	\$149.80	\$35.03	\$71.28	\$51.71	\$118.67	\$1,986.07
2393 Hayes, Chastina J	08/07/2026	2,865.42		.00	230.32	166.21	38.87	77.61	46.04	318.76	1,987.61
			.00	.00	2,630.87	2,680.87	2,680.87	2,630.87	2,630.87		
		\$2,865.42	\$0.00	\$0.00	\$230.32	\$166.21	\$38.87	\$77.61	\$46.04	\$318.76	\$1,987.61
			\$0.00	\$0.00	\$2,630.87	\$2,680.87	\$2,680.87	\$2,630.87	\$2,630.87		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/07/26 - 08/07/26

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	08/07/2026	2,078.69		.00	155.28	124.34	29.08	59.16	42.92	116.92	1,550.99
			.00	.00	2,005.51	2,005.51	2,005.51	2,005.51	2,005.51		
		\$2,078.69		\$0.00	\$155.28	\$124.34	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.99
3183 Hyten LaFontaine, Stephanie L	08/07/2026	3,920.42		.00	455.45	240.14	56.16	95.72	69.44	637.27	2,366.24
			.00	.00	3,283.15	3,873.15	3,873.15	3,283.15	3,283.15		
		\$3,920.42		\$0.00	\$455.45	\$240.14	\$56.16	\$95.72	\$69.44	\$637.27	\$2,366.24
3306 Killion-Hanson, Anna	08/07/2026	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	\$302.06	\$282.45	\$66.06	\$134.39	\$97.49	\$236.36	\$3,673.19
1516 Liford, Kenneth T	08/07/2026	2,865.42		.00	232.10	177.65	41.55	83.65	60.68	57.30	2,212.49
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		\$2,865.42		\$0.00	\$232.10	\$177.65	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.49
2557 Radewan, Tonda L	08/07/2026	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	\$157.05	\$126.19	\$29.51	\$58.46	\$42.41	\$141.85	\$1,606.64
1378 Sandweiss, Noah S	08/07/2026	3,241.84		.00	432.88	197.20	46.12	92.69	67.24	381.23	2,024.48
			.00	.00	3,180.57	3,180.57	3,180.57	3,180.57	3,180.57		
		\$3,241.84		\$0.00	\$432.88	\$197.20	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.48
10000 Stong, Mary J 0471	08/07/2026	2,865.43		.00	300.71	161.49	37.77	76.10	55.21	436.20	1,797.95
			.00	.00	2,579.78	2,604.78	2,604.78	2,579.78	2,579.78		
		\$2,865.43		\$0.00	\$300.71	\$161.49	\$37.77	\$76.10	\$55.21	\$436.20	\$1,797.95
504 Swinney, Matthew P	08/07/2026	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	\$669.76	\$243.75	\$57.00	\$115.53	\$83.81	\$47.32	\$2,703.25
3781 Tamewitz, Steven W	08/07/2026	2,865.42		.00	283.06	170.81	39.95	73.74	53.49	365.85	1,878.52
			.00	.00	2,499.57	2,754.96	2,754.96	2,499.57	2,499.57		
		\$2,865.42		\$0.00	\$283.06	\$170.81	\$39.95	\$73.74	\$53.49	\$365.85	\$1,878.52
			\$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 08/07/26 - 08/07/26

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	08/07/2026	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	\$269.28	\$232.10	\$54.28	\$109.30	\$77.64	\$186.13	\$2,991.69
			\$0.00	\$0.00	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57	\$3,743.57		
2305 Van Rooy, Angela L	08/07/2026	4,272.04		.00	496.18	245.36	57.38	109.37	79.34	640.65	2,643.76
			.00	.00	3,707.29	3,957.29	3,957.29	3,707.29	3,707.29		
		\$4,272.04		\$0.00	\$496.18	\$245.36	\$57.38	\$109.37	\$79.34	\$640.65	\$2,643.76
			\$0.00	\$0.00	\$3,707.29	\$3,957.29	\$3,957.29	\$3,707.29	\$3,707.29		
728 Wright, Edward E	08/07/2026	2,162.12		.00	190.71	121.34	28.38	77.74	54.25	243.07	1,446.63
			.00	.00	1,957.19	1,957.19	1,957.19	1,957.19	1,957.19		
		\$2,162.12		\$0.00	\$190.71	\$121.34	\$28.38	\$77.74	\$54.25	\$243.07	\$1,446.63
			\$0.00	\$0.00	\$1,957.19	\$1,957.19	\$1,957.19	\$1,957.19	\$1,957.19		
HAND - Housing & Neighborhood Dev		\$64,561.51		\$0.00	\$6,625.60	\$3,839.20	\$897.88	\$1,795.45	\$1,289.83	\$5,104.53	\$45,009.02
			\$0.00	\$0.00	\$60,492.25	\$61,922.64	\$61,922.64	\$60,492.25	\$60,492.25		
Grand Totals		\$64,561.51		\$0.00	\$6,625.60	\$3,839.20	\$897.88	\$1,795.45	\$1,289.83	\$5,104.53	\$45,009.02
			\$0.00	\$0.00	\$60,492.25	\$61,922.64	\$61,922.64	\$60,492.25	\$60,492.25		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/7/2026	Payroll				64,561.51
					<u>64,561.51</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 64,561.51

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**AMENDMENT OF RESOLUTION 25-89
REGARDING PARTNERSHIP AGREEMENT WITH
BCT MANAGEMENT, INC.
AND
AUTHORIZATION FOR RELEASE OF FUNDS**

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”), and the Common Council of the City of Bloomington has created a tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”);

WHEREAS, the Buskirk-Chumley Theater (“BCT”) building is a historic landmark which is listed in the National Register of Historic Places and is located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area;

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of downtown Bloomington;

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities in which such support is provided;

WHEREAS, since 2001 the RDC has approved a series of partnership agreements with BCT Management, Inc. (“BCTM”) regarding the Theater;

WHEREAS, the RDC signed a partnership agreement with BCTM under Resolution 25-89 to provide Seventy-Four Thousand Dollars (\$74,000.00) in funding annually;

WHEREAS, there was not a request for funding for the calendar year 2025, and by the terms of the Buskirk-Chumley Theater Management Agreement approved by Resolution 25-89, and the Resolution itself, the RDC’s commitment of \$74,000.00 for 2025 would terminate and not rollover to the next year;

WHEREAS, BCTM has determined that there are significant needs at the BCT to be able to continue operations, specifically the replacement of equipment that is near or past its design life;

WHEREAS, BCTM has specifically identified the audio console, lighting console and theatrical lighting fixtures, and the audio wireless microphone system as key

components that are in critical need of upgrades;

WHEREAS, BCTM is requesting the RDC to allow the \$74,000.00 in funds that were earmarked in 2025, but not requested, be made available along with the 2026 funds in the amount of \$74,000.00, to allow the needed upgrades to take place;

WHEREAS, Resolution 25-89 requires the Director of Economic and Sustainable Development to approve a request for funds from BCTM and said approval has been obtained and is included herewith as Exhibit A;

WHEREAS, Exhibit A provides a detailed descriptions of the needs and costs for the above reference BCT production upgrades and the RDC has evaluated the same and finds that these upgrades are, in fact, critically in need and that the Partnership Agreement funding for 2025 and 2026 would be necessary to complete the project;

WHEREAS, the RDC finds that amending Resolution 25-89, solely to the extent of allowing unused funds earmarked for 2025 to be utilized in 2026, is necessary and prudent in order for the BCT to continue to be a valuable economic asset to the community; and,

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the funds requested under the Partnership Agreement.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the BCTM project as set forth in the Partnership Agreement and reiterates that it serves the public's interest.
2. The Bloomington Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the BCTM as described in the Partnership Agreement is an appropriate use of the Consolidated TIF.
3. The Bloomington Redevelopment Commission hereby authorizes the release of funds in an amount not to exceed One Hundred Forty-Eight Thousand Dollars (\$148,000.00) ("Payment") to be paid directly to BCTM to be used solely for those items and expenses detailed in the memorandum attached hereto as Exhibit A.
4. Said Payment shall be made out to TIF Account Number 4445-15-159002-53990
5. 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 on Buskirk Chumley Theatre Funding Request

To: Bloomington Redevelopment Commission

From: Jane Kupersmith, Director and Paige Sharp, Assistant Director of the Arts, Economic & Sustainable Development

CC: Anna Killion Hanson, Director HAND

Date: 08/17/2026

Subject: Buskirk Chumley Theatre Funding Request

Executive Summary

The Buskirk Chumley Theatre (BCT), a national historic landmark, is owned by the City Parks Department and managed by BCT Management, Inc. It operates as an arts and community event venue and has been supported in varying ways by ESD, Parks, Common Council, and the Redevelopment Commission since it became a City facility in 2001. The RDC committed \$74,000 annually via Resolution 25-89 for the life of the three-year agreement to support expenditures to be presented to the Commission by the BCT. This agenda item represents that formal request.

Background

The BCT operated as a movie theatre throughout the 20th century, was eventually acquired and owned by Kerasotes through the mid nineties. In 1995 Kerasotes donated the theatre to the Bloomington Area Arts Council (BAAC), which received significant community funding for renovation and operation. However the BAAC ran a significant deficit, and the City Parks Department took over the facility, retiring the BAAC debt in 2001. The theatre is managed by BCT Management, Inc., which takes great pride in its care of the facility with carpet, chairs, curtain, and many other assets remaining from the late nineties restoration. While the BCT has meticulously maintained these assets, many of the permanent fixtures are at the end of their functional life and merit replacement in order for the theatre to function properly in 2026 and beyond.

Other City departments provide funding to support the operations of the BCT, including Parks (emergency repair) and ESD (operations). The BCT earns revenue through ticket sales, rental fees, and philanthropy. With a \$508,000 grant from the Indiana Office of Energy Development, ESD is working with BCT staff to upgrade the HVAC, provide a Battery Energy Storage System that will function during power outages, and make the space become a climate resilience hub, which will welcome Bloomingtonians inside during periods of extreme weather.

In 2025, the City of Bloomington Redevelopment Commission extended a 3-year funding agreement to the BCT via Resolution 25-89. The resolution requires that the BCT, via City staff, present expenditures to the Redevelopment Commission in order to access the \$74,000 annual allotment.

Current Request

BCT Management requests \$148,000 in funds to support replacement of three major systems: audio console, lighting console and theatrical lighting fixtures, and wireless microphone system. The attached narrative from Steve Versaw, Executive Director of the BCT, provides detail about the quotes received and the specific equipment needs. Mr. Versaw will be present at the meeting for additional questions.

This request is approved by the Director of Economic & Sustainable Development.

Conclusion

City staff requests that the Redevelopment Commission approve Resolution 26-55 to fund the full amount of \$148,000 requests for 2025 and 2026 in order to ensure that the BCT retains functionality and is able to continue attracting residents and visitors to the heart of Bloomington.

Summary Management Narrative:

Buskirk-Chumley Management, Inc (BCTM) has been an excellent steward of the performing arts equipment owned by the City of Bloomington over the past 25 years, and has kept that equipment in top shape and working past life expectancy.

BCTM has continually found creative and cost-saving ways to address broken or outdated and failed equipment. BCTM obtained a donation to replace an audio console and continue performances for an additional 7 years after the original city equipment failed. BCTM has recently borrowed a digital lighting console to make sure the show goes on when the equipment suddenly stopped (as we knew it would soon). And, BCTM purchased and reinforced its stock of theatrical lighting bulbs when manufacturers discontinued production of their product, to use over multiple years in time awaiting next steps.

It is now time to update and invest in the equipment that allows BCTM to fulfill its main purpose and mission – harnessing the power of human connection by creating and curating events using Bloomington’s most historic performance venue as a gathering place and center for community engagement, entertainment, education, and celebration

Financial Narrative:

BCTM records indicate that the \$74,00 per year contracted TIF funds were last used at the Buskirk-Chumley Theater in 2019 (with a cost of \$18,200 utilized to update carpeting - also a city expense per contract).

The total cost for all of the above theatrical equipment on the low-end quotes comes to approximately \$157,000 total.

Knowing there may be a need for a lower total – there will be a determination on what equipment can be removed in order to equal a total lesser value, while keeping the theater working successfully into the near future. But this total represents a researched economical start in updating the Buskirk Chumley Theater performing arts venue equipment.

Audio Console Project Narrative:

The city owned audio console originally purchased for use at the Buskirk Chumley Theater in 2001 failed at some point around 2018/2019. BCTM organized its own donation of a used model console from local company Jackson Audio in 2019. Which has been used at the theater ever since.

This Midas PRO2CCTP digital console BCTM procured, for free, was originally manufactured in 2011, making its technology 15 years old. The console is struggling and having issues with booting up, as old computer technology does. It will most likely fail completely at some point in the near future, and is considered outdated audio equipment.

After research and talks with touring and local technicians, the Allen & Heath Avantis console was chosen for quality and best practice use for every type of performance including concerts, theater, and more. All equipment and cabling necessary for upgraded connections and use is included in the quotes.

The update in this equipment offers a trusted brand and model, the newest forms of digital connections with outside equipment, the digital audio quality that is expected at modern performing arts centers, and new opportunities such as multi-track computer recording that is requested and unfortunately unavailable presently at BCT performances.

General Quoted Pricing: \$24,000 - \$30,000

072426 Force Tech Avantis Package \$23,888

070826 Penn Group Avantis Package \$24,709

070826 Full Compass Systems Avantis Package \$28,944

070826 Sweetwater Avantis Package \$29,894

Lighting Console and Theatrical Lighting Fixtures

Narrative

Console: The ETC Element 40 lighting console that was purchased in 2011 by the City for the Buskirk Chumley Theater completely died one week ago during rehearsals for the BloomingArts children's theater company.

At this time, a "borrowed" lighting console has taken its place. This is a temporary fix and a lighting console will have to be purchased as soon as possible to continue operations without rental fees for working equipment.

Theater Lighting: Incandescent stage lighting companies stopped production of the energy guzzling tungsten bulbs around 2019. The supplies for replacement bulbs have been dwindling ever since, and will be completely gone at some point in the near future.

Instead, low-energy-use LED stage lighting is taking its place. There are two different ways to move to LED lighting – one is to replace whole fixtures, and the other is retro-fit bulbs to continue utilizing older fixtures. An amalgamation of both will be utilized to update BCT's Performing Arts Center to have theatrical stage lighting in the long run.

General Quoted Pricing: \$117,00 – \$135,000

072426 Force Tech ETC Package Quote \$117,271

072426 Indy Stage ETC Package Quote \$118,132

072426 Vincent ETC Package Quote \$134,351

Audio Wireless Microphone Narrative

The Buskirk Chumley Theater uses two channels of outdated wireless microphone technology. Frequency bands that can be utilized for this type of equipment get reallocated over time – until it is necessary to update to newer models that work within the FCC's allowed frequency areas.

Wireless microphone technology is absolutely the number one item that is consistently needed to be rented for performances and theater rentals.

BCT currently has two hand held wireless microphones. No lavalier style (clip-on/lapel) or over the ear style microphones. Therefore, every theater group, most concert performers, lecturers, and round table discussions need additional outside equipment for the BCT facility to accommodate performance needs.

This purchase will update the technology to today's standards, integrate seamlessly with the new audio console equipment, and give the performing arts center eight channels and multiple options for microphone styles – diminishing the need for rental of outside equipment on almost every type of performance and offering up to date technology at our community performing arts center.

General Quoted Pricing: \$15,000 - \$17,600

072426 Force Tech Wireless Package \$14,967

072426 Mid-America Wireless Package \$15,302 (wireless components only from quote)

072426 Penn Group Wireless Package \$15,968 (BCT does not incur tax)

072126 Sweetwater Wireless Package \$17,550



PO# 2024-12866
COMPLETE & CLOSE

CONTRACT COVER MEMORANDUM

TO: Jessica McClellan, Controller
FROM: Rebecca Swift, Operations & Development Director
DATE: June 26, 2025
RE: Review/Approval 2025 - 2027 Lease Agreement with Buskirk-Chumley Theater Management

Contract Recipient/Vendor Name:	Buskirk-Chumley Theater Management
Department Head Initials of Approval:	TS
Controller Initials of Approval:	BS M
Responsible Department Staff: (Return signed copy to responsible staff)	Division Director: Rebecca Swift
Responsible Attorney: (Return signed copy to responsible attorney)	Audrey Brittingham/Aleks Platt
Record Destruction Date: (Legal to fill in)	2038
Legal Department Internal Tracking #: (Legal to fill in)	25-147
Due Date For Signature:	7/11/2025
Expiration Date of Contract:	12/31/2027
Renewal Date for Contract:	6/30/2026
Total Dollar Amount of Contract:	\$15,000 from Parks each year 2025- 2027, \$25,000 from ESD 2025 \$55,000 from City Council 2025 \$80,000 from ESD each year 2026 - 2027 Up to \$74,000 each year from RDC TIF
Funding Source:	Parks and Recreation, City Council, RDC TIF, ESD and LIT budget
W9/EFT Complete: (Staff Member of Responsible Dept. to fill in)	1138
Contract Compliance Certification Complete:	N/A
Procurement Summary Complete: (Staff Member of Responsible Dept. to fill in)	N/A

Summary of Contract: 2025 - 2027 Management Agreement with Buskirk-Chumley Theater Management

25-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA
APPROVAL OF PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”), and the Common Council of the City of Bloomington has created a tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”);

WHEREAS, the Buskirk-Chumley Theater (“BCT”) building is a historic landmark which is listed in the National Register of Historic Places and is located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area;

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of downtown Bloomington;

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities in which such support is provided;

WHEREAS, since 2001 the RDC has approved a series of partnership agreements with BCT Management, Inc. (“BCTM”) regarding the Theater;

WHEREAS, a new three-year partnership agreement (“Partnership Agreement”) has been negotiated with BCTM, and is attached to this Resolution as Attachment 1;

WHEREAS, the Partnership Agreement provides that the Redevelopment Commission shall provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF for each year of the Partnership Agreement to be used on the Theater as permitted by Indiana Code § 36-7-14-39;

WHEREAS, the Partnership Agreement includes additional partners with those being the City of Bloomington whom shall provide Fifty-Five Thousand Dollars (\$55,000.00) for the year 2025, the City of Bloomington Parks and Recreation Department whom shall provide Fifteen Thousand Dollars (\$15,000) for each of the three years, the City of Bloomington's Department of Economic and Sustainable Development whom shall provide Twenty-Five Thousand Dollars (\$25,000.00) for the year 2025 and Eighty Thousand Dollars (\$80,000) for each of the years 2026 and 2027;

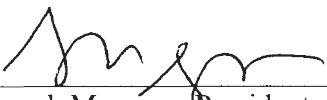
WHEREAS, the RDC is not the source of the Operations Funding; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for its obligations under the Partnership Agreement.

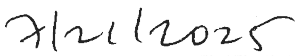
NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk-Chumley Theater as described in the Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the Partnership Agreement, and authorizes the Redevelopment Commission's President to sign the agreement on its behalf.
3. The Redevelopment Commission approves the expenditures in an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF to be used on the Theater for each year of the Agreement. Specific expenditures will be presented to the Redevelopment Commission for review and approval when: (1) BCT Management, Inc., following the City's procurement process as set forth in the City's Financial Policies Manual, to obtain bids or quotes for a desired purchase; (2) BCT Management, Inc. has made a request for Tax Increment Funding; (3) the City, through the Director of Economic and Sustainable Development or their designee, has approved the request for Tax Increment Funding; and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for expenditures under the Partnership Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2027, unless otherwise extended by the RDC.
5. City Staff is hereby authorized to perform all activities and execute all documentation to effectuate the purposes of this resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION


Deborah Myerson, President

ATTEST: 
John West, Secretary


Date

Attachment 1

BUSKIRK-CHUMLEY THEATER MANAGEMENT AGREEMENT

This Agreement, made and entered into this 28 day of July, 2025, by and between the City of Bloomington, Indiana (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”).

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

WHEREAS, the previous Management Agreement between the City and BCTM expired on December 31, 2024; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2025 through December 31, 2027, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

WHEREAS, it is in the public interest that such partnership continue.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a management agreement, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2025, to December 31, 2027, unless early termination occurs as described in paragraph 6(J), below.

3. FUNDING

The City shall, during the year 2025, provide Fifty Five Thousand Dollars (\$55,000) to support the operations and programming at the BCT (“Operations Funding”) annually. The Operations Funding shall be paid in four (4) Quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City of Bloomington's Department of Economic and Sustainable Development (ESD) shall, during the year 2025, provide TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) to support the operations and programming at the BCT (“Operations Funding”) annually. ESD shall, each of the years 2026 and 2027 provide EIGHTY THOUSAND AND 00/100 dollars (\$80,000), for a total of ONE HUNDRED SIXTY THOUSAND AND 00/100 dollars (\$160,000). The Operations Funding shall be paid in one (1) payments during the first quarter of each fiscal year. These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000) for BCTM facility-related responsibilities as detailed in **Exhibit A**, Section one of this Agreement, and unplanned repairs per year at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

Funds may be used to address unplanned needs or repairs that are the responsibility of the City pursuant to **Exhibit A**, Section 2.

BCT Director must request use of unplanned repair funds from the City's Department of Parks and Recreation staff, and repairs must be completed by an approved city vendor and must follow other City procurement guidelines (including at least three competitive quotes for expenses over \$25,000) and will be paid by the City Department of Parks and Recreation directly to the vendor.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”) annually. The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14- 39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City's procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City— through the Director of Economic and Sustainable Development or his designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding

under this Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

Non-Appropriation of Funds

The continuation of this Agreement beyond the current fiscal year is contingent upon the appropriation of funds by the City Council. In the event the City Council does not appropriate funds for any subsequent fiscal year during the term of this Agreement, the City shall have the right to terminate this Agreement without penalty or further obligation, upon written notice to the Vendor. Such termination shall not be deemed a default or breach of this Agreement, and the City shall not be liable for any damages, including but not limited to loss of profits, consequential damages, or other claims related to non-funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement.

A. Programming:

i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT's role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non- entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

B. Management Obligation

BCTM shall manage the BCT as follows:

i. BCTM agrees to maintain its principal corporate office with regular office hours on the BCT premises.

ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.

iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.

iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.

v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates upon request.

vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.

vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

C. Sale of Alcoholic Beverages

i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.

ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.

iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.

iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

D. BCTM's Responsibility for Maintenance, Repair and Utilities

i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in **Exhibit A**, Section 2.

ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain

the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. BCTM shall notify the City when a new tenant leases the west portion of the space. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.

iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.

iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in *Exhibit A*, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to *Exhibit A*, Section 2.

v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in *Exhibit B*; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to *Exhibit A*, Section 2.

vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in *Exhibit A*. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.

vii. BCTM requests to use Tax Increment Funding shall be compliant with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike

manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.

x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.

xi. BCTM shall not permit any lawful mechanics or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

E. Organizational Information

BCTM shall share financial information with the City.

i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15 of each calendar year.

ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15 of each calendar year. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during the previous year, income and expenses related to the BCT property for the previous year, updates on the preventative maintenance BCTM undertook in the previous year, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.

iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization

Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.

iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. Upon request, BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of the City's request.

v. The City shall set a meeting after April 15 and prior to May 30 of each year for BCTM to present the previous year's annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting. Members of the RDC, Parks and Recreation Department, and any other body or department involved with BCT shall be invited to attend the City's annual meeting.

vi. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events. The BCT Director, the City's Parks and Recreation staff, and City Economic and Sustainable Development staff will meet on a quarterly basis to discuss ongoing building maintenance and repair issues in order to plan for and identify funding for the anticipated repairs.

vii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.

viii. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at any time for any reason.

ix. BCTM shall provide BCT participation data to the City Departments of Economic and Sustainable Development and Parks and Recreation on a yearly basis to be used in the Bloomington Parks and Recreation annual report.

x. BCTM shall include its success in meeting its annual goals in the final quarterly report of the year.

xi The City shall set a partnership evaluation meeting after September 1, 2027, and prior to November 1, 2027, to evaluate the partnership and prepare an extension or replacement partnership agreement for City approvals in December 2027.

F. Inventory List and Disposal of Surplus Property

i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31 of each year. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party damage or that was not subject to replacement by the City pursuant to *Exhibit A*, Section 2.

ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.

iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

A. Programming and Premises:

i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.

ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.

iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.

iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in *Exhibit B*.

v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made at the City's discretion.

vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in *Exhibit A*, Section 2 of this Agreement.

vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in Section 3 and 4.D.vii of this Agreement, in a timely manner.

viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.

ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.

x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval. The City shall be responsible for paying the labor costs associated with the rental.

B. Payments:

i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

A. Assignment and Leasing

i. BCTM may not assign this Agreement or its obligations under this Agreement.

ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of

the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or a designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

B. Indemnification and Release

i The Parties shall indemnify, defend, and hold each other harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. The Parties shall indemnify, defend and hold each other harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to

indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.

The Parties further agree to indemnify, defend, and hold harmless each other 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 either party, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without the Parties s knowledge or consent.

ii. If one Party shall, without fault, become a party to litigation commenced by or against the other Party, then the party in litigation shall indemnify and hold the other Party harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. the Parties hereby release each other from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. Each Party y shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

C. Risk of Loss: In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within three hundred sixty-five (365) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

D. E-Verify: Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as **Exhibit C**.

E. Nuisance: BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an

affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

F. Firearms Policy: Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as **Exhibit D**.

G. Non-Waiver: Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.

H. Insurance: BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage upon request.

I. Notice: Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

To City:

City of Bloomington Legal Department
P.O. Box 100 401 N. Morton Street, Suite 220
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave.
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

J. Termination: Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and fundraising of the BCT, which shall be used by the City exclusively for reinvestment in the BCT, or to procure a new management company to operate the BCT.

K. Default

i. By City: If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail

Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. By BCTM: If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.

L. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

M. Severability: If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect

N. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

O. Non-Discrimination: BCTM shall comply with City of Bloomington Ordinance 2.23.100 *et seq.* and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. BCTM 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 BCTM believes that a City employee engaged in such conduct towards BCTM and/or any of its

employees, BCTM or its employees may file a complaint with the City department head in charge of BCTM's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. However, nothing in this provision shall preclude BCTM from administering and having exclusive decision making authority over events, programs, or contracts on any other basis not prohibited by this Agreement, Bloomington Ordinance 2.23.100 *et seq.*, and all other federal, state and local laws and regulations governing non-discrimination.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

CITY OF BLOOMINGTON, INDIANA

DocuSigned by:

AA8B777073674E4...
By: _____
Jane Kupersmith Director
Economic & Sustainable Development

BCT MANAGEMENT, INC.

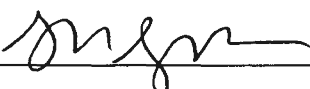
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By: _____
Nicholas Kappas
BCTM Board Chair

Signed by:

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By: _____
Margie Rice, Corporation Counsel

REDEVELOPMENT COMMISSION

By:  _____

BOARD OF PARK COMMISSIONERS

By: _____

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: _____
Jane Kupersmith Director
Economic & Sustainable Development

By: _____
Nicholas Kappas
BCTM Board Chair

By: _____
Margie Rice, Corporation Counsel

REDEVELOPMENT COMMISSION

By: _____

BOARD OF PARK COMMISSIONERS

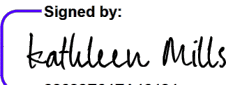
By:  Signed by: *Kathleen Mills* 7/16/2025
80632E64EA46434...

EXHIBIT A

BCT Management, Inc. (BCTM) Responsibilities

A. Repairs and Maintenance (ongoing upkeep, minor fixes, preventive or routine maintenance, inspections, and other services):

- Building interior, including but not limited to:
 - Walls, floors, floor coverings, ceilings
 - Plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers
 - Water fountains, lighting fixtures, railings
 - Interior doors, interior door glass, locks, keys, and associated hardware
- Stage equipment and soft goods
- Theater seating and furniture, including:
 - Theater seats, free-standing chairs, tables, desks, counters, and other furnishings
- Mechanical systems servicing (including service contracts):
 - Electrical, plumbing, and HVAC systems
- Fire and life safety systems servicing (including service contracts):
 - Fire alarm and sprinkler system, fire extinguishers
- Western portion of the storefront retail space, including:
 - Interior repairs and maintenance of its mechanical systems (electrical, plumbing, HVAC)
- BCTM-owned office equipment and furniture:
 - All repairs, maintenance, replacement, and purchase of equipment and furnishings used for BCTM's administrative operations (not related to Theater functions or City-owned

property)

- Preventative maintenance reporting:
 - An annual report documenting all repairs, maintenance, and preventative measures undertaken
-

City of Bloomington (COB) Responsibilities

A. Repairs and Maintenance (Structural/exterior and critical systems):

- Theater exterior structure:
 - Walls, roof, gutters, solar panels, and overall building envelope
 - Exterior doors, door locks, windows, and window locks (where applicable)
- Marquee:
 - Repairs and maintenance, including electrical components and letters

B. Replacements (Major equipment/systems and City-owned assets):

- Mechanical systems:
 - Replacements for electrical, plumbing, and HVAC systems
- Fire and life safety systems:
 - Replacement of the fire alarm and sprinkler systems
- City-owned property within the Theater, as listed in the BCT Equipment & Facility List:
 - Floors, floor coverings, fixed seats, free-standing seats
 - Sound system, lighting system, microphones

- Box office equipment, soft goods, rigging, stage extension, piano
- Any other inventoried items intended for City ownership

EXHIBIT B

BCT Equipment and Facility List

[Printed PDF File to be Included with Final Contract]

STATE OF INDIANA

COUNTY OF MONROE

EXHIBIT C

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

7/24

EXHIBIT B

STATE OF IN)
) SS:
 COUNTY OF MONROE)

E-Verify Affidavit

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

1. The undersigned is the PHILANTHROPY DIR. of BCT MANAGEMENT, INC
 (job title) (company name)
2. The entity named above has been awarded a grant of more than \$1,000 from the
 Bloomington Arts Commission.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the
 company named herein does not knowingly employ an "unauthorized alien," as
 defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the
 company named herein is enrolled in and participates in the E-Verify program.
5. A printout confirming the company's enrollment in the E-Verify program is attached
 to this Affidavit as Exhibit 1.

[Signature]
 Signature

Lily Bonwich
 Printed name

STATE OF IN)
) SS:
 COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared
Lily Bonwich and acknowledged the execution of the foregoing this 17th day of
July, 2023.

[Signature]
 Notary Public
April Rosenberger
 Printed name

My Commission Expires: 2/5/28
 County of Residence: LAWRENCE

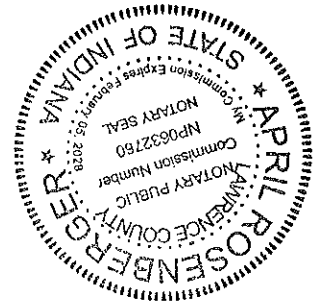


EXHIBIT D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.



CONTRACT COVER MEMORANDUM

TO: Geoff McKim, Controller
FROM: Dana Robert Kerr, Assistant City Attorney
DATE: August 14, 2026
RE: First Amendment to Office Pride Agreement for Trades Garage Janitorial Service

Contract Recipient/Vendor Name:	HGCG Enterprises DBA Office Pride Commercial Cleaning Services
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
Record Destruction Date: <i>(Legal to fill in)</i>	6/1/2039
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	26-644
RDC Resolution Number (If Applicable):	26-56
Due Date For Signature:	ASAP
Expiration Date of Contract:	5/31/2026
Renewal Date for Contract:	NA
Total Dollar Amount of Contract:	\$50,000, this INCLUDES original \$16,000
Funding Source:	2519-15-150000-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	

Summary of Contract: Office Price agreement extension for three years at same monthly rate. These charges are reimbursed by the tenant.

26-56
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF OF FIRST AMENDMENT TO THE
AGREEMENT FOR COMMERCIAL CLEANING SERVICES WITH
HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES
FOR THE TRADES DISTRICT GARAGE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68;
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 West Tenth Street, Bloomington, Indiana;
- WHEREAS, in Resolution 24-39, the RDC approved a lease agreement with the Regents of the University of California—Lawrence Berkeley Laboratory on behalf of ESnet (“Lease Agreement”);
- WHEREAS, as part of the Lease Agreement, the RDC is to fund operating expenses, including utilities and janitorial services, among other expenses, and in exchange receive an approximated monthly payment for these costs with an annual reconciliation, however it is necessary to have an agreement in place with the service provider separately, even if being reimbursed;
- WHEREAS, under Resolution 25-63, the RDC approved an agreement with HGCG Enterprises dba Office Pride Commercial Cleaning Services (“Office Pride”) for an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) which was at a rate of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) monthly with the remainder to be used for additional services, when and if needed;
- WHEREAS, City Staff have negotiated the terms of a First Amendment to said Agreement with Office Pride to increase the not to exceed amount to Fifty Thousand Dollars (\$50,000.00), the monthly fee shall remain the same for the term, and the term shall be extended to May 31, 2029;
- WHEREAS, said First Amendment to the Agreement is included herewith as Attachment 1; and,

WHEREAS, the RDC finds the procurement of commercial cleaning services at the Trades District Garage is necessary and determines that funds are available from its maintenance and services account to pay the First Amendment to the Agreement.

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

1. The Bloomington Redevelopment Commission reaffirms its support for procurement of commercial cleaning services.
2. The Bloomington Redevelopment Commission hereby approves the First Amendment to the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 2519-15-150000-53990 in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), which, to be clear, includes the original Sixteen Thousand Dollars (\$16,000.00).
3. Nothing in this Resolution shall remove the requirement to comply with the Bloomington Redevelopment Commission's claims process.
4. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on May 31, 2029.
5. City Staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, Vice President

ATTEST:

John West, Secretary

Date

Attachment 1
FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES
between the
BLOOMINGTON REDEVELOPMENT COMMISSION
and
HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT (“First Amendment”) is entered into by and between the City of Bloomington Redevelopment Commission and HGCG Enterprises dba Office Pride Commercial Cleaning Services (collectively the “Parties”).

Section 2. Effective Date, Term and Termination. B. Term. is hereby amended by striking “2026” and inserting therein “2029.”

Section 3. Compensation. Is hereby amended by striking “Sixteen Thousand Dollars (\$16,000.00)” and inserting therein “Fifty Thousand Dollars (\$50,000.00).”

All other terms of the Agreement that are not inconsistent with this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this First Amendment have hereunto set their hands.

Bloomington Redevelopment Commission
BY:

HGCG Enterprises
BY:

Deborah Myerson, President

Signature

ATTEST:

Printed

John West, Secretary

Date

Date

25-63
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR COMMERCIAL CLEANING SERVICES WITH
HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES
FOR THE TRADES DISTRICT GARAGE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68;
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 West Tenth Street, Bloomington, Indiana;
- WHEREAS, in Resolution 24-39, the RDC approved a lease agreement with the Regents of the University of California—Lawrence Berkeley Laboratory on behalf of ESnet (“Lease Agreement”);
- WHEREAS, as part of the Lease Agreement, the RDC is to fund operating expenses, including utilities and janitorial services, among other expenses, and in exchange receive an approximated monthly payment for these costs with an annual reconciliation;
- WHEREAS, Anna Killion-Hanson, Director of the Department of Redevelopment, approved a temporary contract on behalf of the RDC with HGCG Enterprises dba Office Pride Commercial Cleaning Services (“Office Pride”), for two months of service, which expires on June 1, 2025, and for which City staff has been satisfied with their services;
- WHEREAS, City staff have negotiated an agreement with Office Pride (“Agreement”) for an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) which is at a rate of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) monthly and the remainder can be used for additional services, when and if needed, said Agreement is attached to this Resolution as Exhibit A; and,
- WHEREAS, the RDC finds the procurement of commercial cleaning services at the Trades District Garage are necessary and determines that funds are available from its maintenance and services account to pay the Agreement.

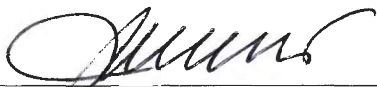
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

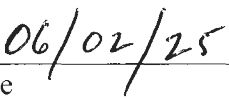
1. The RDC reaffirms its support for procurement of commercial cleaning services.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A and authorizes the City staff to expend an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) to be payable in accordance with the terms of the Agreement.
3. Nothing in this Resolution shall remove the requirement to comply with the RDC's claims process.
4. Unless extended by the RDC in a resolution, the authorizations provided under this Resolution shall expire on May 31, 2026.
5. City Staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION


Deborah Myerson,  President

ATTEST:


John West, Secretary


Date

AGREEMENT FOR SERVICES
between the
BLOOMINGTON REDEVELOPMENT COMMISSION
and
HGCG ENTERPRISES DBA OFFICE PRIDE COMMERCIAL CLEANING SERVICES

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington, Indiana, and its Redevelopment Department (“Department”), by The Bloomington Redevelopment Commission (“Commission”) (collectively the “City”), and HGCG Enterprises Dba Office Pride Commercial Cleaning Services (“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 or June 1, 2025, whichever is later.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of May, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the 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 Sixteen Thousand Dollars (\$16,000.00) to be paid in monthly in the amount of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) and additional services at rates set forth in **Exhibit “A”**. Contractor shall submit an invoice to the City upon the completion of all Services each month. The invoice shall be sent to: Bloomington Redevelopment Department, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within

forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the 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. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City 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 City's Project Manager shall act on the City's behalf with respect to this Agreement.
6. **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.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the 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.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the 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.

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

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

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

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

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

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

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

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

16. **Assignment.** Neither the 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.
17. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
19. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the 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.
20. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
21. **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 "B"**. Contractor shall maintain on file all subcontractors' E-verify certifications throughout the term of this Agreement.
22. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

TO CITY:

TO CONTRACTOR:

Bloomington Redevelopment Commission	HGCG Enterprises
Attn: Anna Killion-Hanson, Director	Attn: Calib Giles
401 North Morton Street, Suite 130	10204 Vargo Drive
Bloomington, Indiana 47404	Indianapolis, Indiana 46239

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

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

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

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

- 25. Living Wage Ordinance.** Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with City Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “C”**. Contractor shall post the Living Wage Poster provided to Contractor by the City Legal Department in prominent areas of Contractor’s facilities frequented by their covered employees.

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

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

Bloomington Redevelopment Commission
BY:

 6/2/2025

Deborah Myerson, RDC President DATED

HGCG Enterprises
BY:

 06/02/25

(Name Signed) DATED

John L West

(Name Printed)

EXHIBIT “A”

SCOPE OF WORK and PROJECT SCHEDULE

The Services shall include that described in the proposal which is incorporated herewith as part of **Exhibit “A”**.

EXHIBIT "B"

**AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES HAVE EMPLOYEES**

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

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

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

Caleb Giles
Signature

Caleb Giles
Printed name

EXHIBIT "C"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

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

Caleb Giles
Signature

Caleb Giles
Printed name

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

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

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

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

Signature

Printed name

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

APPROVAL OF PAYMENT OF KONE, INC. INVOICE

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

WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, often referred to as Showers West;

WHEREAS, Showers West contains a passenger elevator that was not functional and Kone, Inc. was called to evaluate the elevator and make repairs under a services agreement with the Bloomington Board of Public Works, whose services agreements are often utilized for RDC properties under the general City umbrella;

WHEREAS, Kone, Inc. made the necessary repairs to return the elevator to service and has submitted an invoice, Attachment 1, for parts and their services;

WHEREAS, said invoice included taxes and the RDC and City of Bloomington are tax exempt and the Office of the Controller has advised staff that the taxes identified on the invoice should not be paid;

WHEREAS, the amount of said invoice, less said taxes, is Fourteen Thousand Two Hundred Thirty-Six Dollars and Eight Cents (\$14,236.08); and,

WHEREAS, the RDC finds that the services provided by Kone were necessary and proper and that there are sufficient funds in Fund Account Number 2519-15-150000-53990 to pay for this expenditure.

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

1. The Bloomington Redevelopment Commission hereby approves payment of the invoice included with this Resolution as Attachment 1, less the taxes shown, in the amount of Fourteen Thousand Two Hundred Thirty-Six Dollars and Eight Cents (\$14,236.08).
2. The payment authorized above may be made from the Bloomington Redevelopment Commission's Fund Account Number 2519-15-150000-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.

3. Unless extended by the Bloomington Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2026.
4. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



One KONE Court
Moline, IL 61265
Please do not send payments to this address

Repair Invoice

Invoice Date: 03/12/2026
Invoice Number: 1159104230
Contract Number: 1514767577
Purchase Order:

Customer Number: N271211

Customer Billing Address:

CITY OF BLOOMINGTON PUBLIC
WORKS DEPARTMENT
401 N MORTON ST
BLOOMINGTON IN 47404-3729

CITY OF BLOOMINGTON PUBLIC
WORKS DEPARTMENT
401 N MORTON ST
BLOOMINGTON IN 47404-3729

Your invoicing email:
public.works@bloomington.in.gov

Jd Boruff called on 12/3/2025 at 10:36 AM reporting PASSENGER ELEV #48192 was shut down. When we arrived on 12/9/2025 we found the main controller PC Board was malfunctioning and causing the unit to shut down. The board is obsolete and cannot be ordered. We left the unit out of service while waiting on tech support to confirm if we can use a compatible PC board. We returned on 12/23/2025 and trouble shot. We found bad landing sensors and RBI control board that needed to be replaced. Parts on order. Additionally, tech pulled the CPU to be sent out for repairs. We returned on 1/2/2026 and replaced all 5 landing switches per Tech Support. Upon leaving we left the unit out of service. We returned on 1/15/2026 and replaced the RBI board in the controller. We returned on 2/25/2026 and installed the repaired Car Station CPU board. We checked for proper and safe operation and returned the unit to service.

Equipment: PASSENGER ELEV #48192
Equipment No: 45202578
Equipment Address: BUSINESS PLAZA AT SHOWERS
320 W 8TH ST
BLOOMINGTON IN 47404-3748

Service Order: 9AUS17318724
Completion Date: 12/03/2025

	Net Value	Discount	Total
LABOR	\$ 13,047.72	(\$3,914.32)	\$ 9,133.40
EXPENSE	\$ 2,247.59	(\$ 0.00)	\$ 2,247.59
MATERIAL	\$ 2,830.45	(\$ 0.00)	\$ 2,830.45
FREIGHT	\$ 24.64	(\$ 0.00)	\$ 24.64
Subtotal			\$ 14,236.08
		State Tax	\$ 328.63

Thank you for your business.

TO VIEW AND PAY ONLINE GO TO	https://kone.billtrust.com
USE THIS ENROLLMENT TOKEN	VZF PMZ FFQ
KONE eInvoice Account Number	N271211

Payment Terms: Net 30

Please Pay Before: 04/11/2026

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

Make Payments Online

ACH

Bank Name:
ABA Routing:
Account Number:
Account Name: KONE Inc.

Mail Check

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE INDIANAPOLIS U420
5201 PARK EMERSON DR STE O
INDIANAPOLIS, IN 46203-6906
Please do not send payments to this address

Telephone: +1 317-788-0061
Email: MKO420M2@KONE.COM
www.KONE.us/billing

KONE Inc. TAX ID



Repair Invoice

Invoice Date: 03/12/2026
Invoice Number: 1159104230

Total	\$ 14,564.71
--------------	---------------------



Invoice Number: 1159104230

Questions about your invoice? Please contact your local office.

KONE INDIANAPOLIS U420
+1 317-788-0061
MKO420M2@KONE.COM

KONE e-portal is now available to view KONE invoices online.

To enroll, simply send an email to Go.Paperless@KONE.com and please include your invoice, customer or contract number. The KONE team will send you everything you need to get started.

For help or questions about KONE eInvoice, you may also email Billing.Questions@KONE.com or call +1 888-705-3612.

Payment by Virtual credit card will only be accepted for invoices totaling up to \$10,000. No splitting. KONE will maintain our established credit card procedure on Billtrust Client Connect for all US invoices paid via credit card with the appropriate surcharge.

**RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION**

**RATIFICATION OF SETTLEMENT OF LITIGATION AND
LEASE TERMINATION AGREEMENTS
REGARDING SHOWERS WEST**

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to acquire real property;
- WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, formerly known as the CFC Showers West property ("Property");
- WHEREAS, by Resolution 25-58, the RDC approved terminating the lease agreements of tenants of the Property;
- WHEREAS, Warrant Technologies, LLC ("Warrant") filed a complaint against the RDC in Monroe Circuit Court Cause Number 53C06-2508-PL-002257, RDC filed a counterclaim, and after a hearing on cross motions for summary judgment, the trial court found in favor of Warrant;
- WHEREAS, the Bloomington Board of Realtors, Inc. ("BBOR") filed a complaint against the RDC in Monroe Circuit Court Cause Number 53C06-2508-PL-002258, RDC filed a counterclaim, and after a hearing on cross motions for summary judgment, the trial court found in favor of BBOR;
- WHEREAS, the RDC filed appeals of both orders, Indiana Court of Appeals Cause Number 26A-PL-01128 for Warrant and 26A-PL-01129 for BBOR;
- WHEREAS, by Resolution 26-42, the RDC authorized Deborah Myerson, RDC President, or her designee, and Margie Rice, Corporation Counsel, to settle the above referenced litigation;
- WHEREAS, a Settlement Agreement was reached with Warrant, Attachment 1, which included a Lease Termination Agreement, Attachment 2, under the terms and conditions contained therein, which included a payment of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to Warrant, with the Warrant lease ending on July 31, 2026;

WHEREAS, a Settlement Agreement was reached with BBOR, Attachment 3, which included a Lease Termination Agreement, Attachment 4, under the terms and conditions contained therein, which included a payment of One Hundred Six Thousand Six Hundred Fifty Dollars (\$106,650.00) to BBOR, with the BBOR lease ending on June 30, 2027;

WHEREAS, Deborah Myerson's designee, Randy Cassady, RDC Member, signed the BBOR Settlement Agreement at her direction and on behalf of the RDC; and,

WHEREAS, the RDC finds that the Settlement Agreements and Lease Terminations referenced herein should be ratified in all aspects.

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

1. The Bloomington Redevelopment Commission ratifies the Settlement Agreement and Lease Termination Agreement, Attachments 1 and 2, with Warrant Technologies, LLC in their entirety.
2. The Bloomington Redevelopment Commission ratifies the Settlement Agreement and Lease Termination Agreement, Attachments 3 and 4, with Bloomington Board of Realtors, Inc. in their entirety.
3. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation, make payments identified within the Settlement Agreements, and conduct any and all other actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

8. The undersigned representative of Warrant represents and warrants that he is a member of Warrant and possesses full authority to execute this agreement on behalf of Warrant.

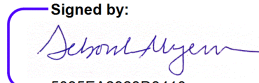
Warrant Technologies, LLC

Signed by:

E65232F558FD489...
Authorized Representative

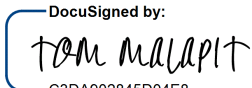
Date Signed: 7/22/2026

Bloomington Redevelopment Commission

Signed by:

5635EA2923D3410...
Authorized Representative

Date Signed: 7/21/2026

Malapit & Rochford
Attorneys for Plaintiff/Counterclaim Defendant

DocuSigned by:

C3DA902845D04E8...
Thomas R. Malapit

Date Signed: 7/21/2026

City of Bloomington Legal Department
Attorneys for Defendant/Counterclaimant

DocuSigned by:

E9A0FAE19B82413...
Margie Rice

Date Signed: 7/21/2026

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement made and effective upon the date of the final signatures below (“Effective Date”), by and between Warrant Technologies, LLC (“Warrant” or “Tenant”) and the City of Bloomington Redevelopment Commission (“RDC” or “Landlord”), an Indiana governmental unit.

RECITALS:

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated November 22, 2021, for the premises commonly known as Showers Plaza West, Suite 207 (“Premises”) in which Tenant operates a business.

WHEREAS, CFC, LLC f/k/a CFC, Inc. (“CFC”) entered into a certain Agreement for Purchase of Real Estate and Assets dated July 18, 2022, and Amendments (collectively “Purchase Agreement”) with the RDC, for the real estate improvements at the common address of 320 West 8th Street, Bloomington, Monroe County, Indiana 47404 (“Real Estate”) which transaction included an assignment of Lease Agreements from CFC to the RDC.

WHEREAS, on January 31, 2023, the RDC and CFC entered into an Assignment of and Assumption of Deposits, Rents, and Leases for the Real Estate Closing of the Purchase Agreement, including the Tenant’s Lease.

WHEREAS, on July 21 & 22, 2026, Warrant and RDC entered into a Settlement Agreement that agreed to certain amendments to the Lease Agreement for the Premises that are detailed herein.

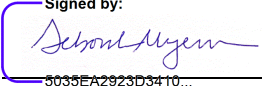
NOW THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. **Termination.** The Lease shall be terminated, effective July 31, 2026. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date. Tenant shall return all keys and fobs to Landlord as of the Termination Date and shall vacate and remove personal property from the Premises not later than the Termination Date.
2. **Release.** In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities, and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement or Tenant’s occupancy of the Premises.
3. **Property.** If Tenant fails to vacate the premises or return all keys and fobs by the Termination Date, Landlord shall have the right to enter the property and remove all remaining property belonging to Tenant. All property removed from the premises by

Landlord may be removed or stored by the Landlord, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. All property not removed from the Premises, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

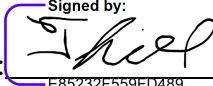
The Parties have executed this Agreement as of the date written below.

LANDLORD
City of Bloomington
Redevelopment Commission

Signed by:

By: 3035EA2923D3410...
Deborah Myerson, President

Dated: 8/3/2026

TENANT
Warrant Technologies, LLC

Signed by:

By: E85232F559FD489...
Josh Thiel, Member

Dated: 8/3/2026

Hundred Six Thousand Six Hundred Fifty Dollars (\$106,650) within sixty (60) days of this agreement.

2. The parties will execute an addendum to their current Showers West office lease terminating the current Showers West office space lease as of June 30, 2027, and reducing to zero dollars the monthly rental for the months of July 2026 through June 2027. Plaintiff will otherwise continue to bear its utility, maintenance and CAM charges under the current lease until June 30, 2027.

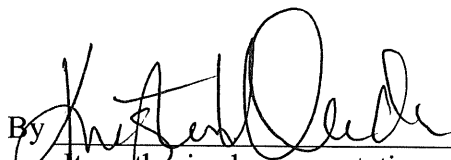
3. Assuming the necessary approvals for this resolution are obtained, the pending litigation will be dismissed with prejudice and the RDC will withdraw its intended appeal of the trial court's summary judgment order. If the agreed upon payment is approved but not paid by the due date, the RDC shall bear interest thereon at the legal rate until it is paid.

4. These terms are agreed to in order to settle and resolve this dispute with no admission of wrongdoing or other liability on the part of either party.

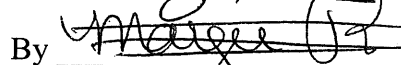
5. The costs of the mediator shall be borne by the parties equally.

Executed the 29th day of June, 2026.

Bloomington Board of Realtors

By _____
Its authorized representative

Bloomington Redevelopment Commission

By _____
By _____
Its authorized representative

MALAPIT & ROCHFORD

Attorneys for Plaintiff/Counterclaim
Defendant

CITY OF BLOOMINGTON LEGAL
DEPARTMENT

Attorneys for Defendant/Counterclaim
Plaintiff

By Thomas R. Malapit, Jr.
Thomas R. Malapit, Jr.

By Margie Rice
Margie Rice

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement made and effective upon the date of the final signatures below (“Effective Date”), by and between Bloomington Board of Realtors (“BBOR” or “Tenant”) and the City of Bloomington Redevelopment Commission (“RDC” or “Landlord”), an Indiana governmental unit.

RECITALS:

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated July 15, 2021, for the premises commonly known as Showers Plaza West, Suites 216 and 218 (“Premises”) in which Tenant operates a business.

WHEREAS, CFC, LLC f/k/a CFC, Inc. (“CFC”) entered into a certain Agreement for Purchase of Real Estate and Assets dated July 18, 2022, and Amendments (collectively “Purchase Agreement”) with the RDC, for the real estate improvements at the common address of 320 West 8th Street, Bloomington, Monroe County, Indiana 47404 (“Real Estate”) which transaction included an assignment of Lease Agreements from CFC to the RDC.

WHEREAS, on January 31, 2023, the RDC and CFC entered into an Assignment of and Assumption of Deposits, Rents, and Leases for the Real Estate Closing of the Purchase Agreement, including the Tenant’s Lease.

WHEREAS, on June 29, 2026, BBOR and RDC entered into a Mediated Settlement Agreement that agreed to certain amendments to the Lease Agreement for the Premises that are detailed herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. **Termination.** The Lease shall be terminated, effective June 30, 2027. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date excepting therefrom that lease payments for the months of July 2026 through June 2027 shall be reduced to Zero Dollars (\$0.00) for rent; however, Tenant shall remain responsible for utility, maintenance and CAM charges per the Lease Agreement until termination. Tenant shall return all keys and fobs to Landlord as of the Termination Date and shall vacate and remove personal property from the Premises not later than the Termination Date.
2. **Release.** In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities, and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement or Tenant’s occupancy of the Premises.

3. **Property.** If Tenant fails to vacate the premises or return all keys and fobs by the Termination Date, Landlord shall have the right to enter the property and remove all remaining property belonging to Tenant. All property removed from the premises by Landlord may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant by midnight July 15, 2027, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

The Parties have executed this Agreement as of the date written below.

LANDLORD
City of Bloomington
Redevelopment Commission

Signed by:

By: 5035EA2023D3416...
Deborah Myerson, President

Dated: 8/3/2026

TENANT
Bloomington Board of Realtors

Signed by:

By: 4686TD0F99E54ED...
Kristen Weida

Dated: 8/3/2026