Redevelopment Commission Meeting

Agenda for Monday, November 2, 2026, at 5:00 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 883 3618 4063 Passcode 560190 .

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. Reports

A. Director's Report
    a. CDFI Friendly Annual Report
B. Legal Report
C. Treasurer's Report
    a. End of Year TIF Impact Presentation
D. Business Development Update

3. Claims

A. October 23, 2026
B. November 6, 2026

4. Payroll

A. October 16, 2026
B. October 30, 2026

5. Minutes

A. October 5, 2026, Executive Session Summary
B. October 19, 2026, Executive Session Summary
C. October 19, 2026, Regular Meeting Minutes

6. Presentation on Proposed Project Delivery System for 714 South Rogers Street

7. New Business

A. Construction Project Delivery Methods for Discussion
B. Resolution 26-82: Determination of Annual Spending Plan for Calendar Year 2027
C. Resolution 26-83: Approval of Professional Services Agreement Between the City of Bloomington and CrossRoad Engineers, PC for Engineering Assessment for Tapp and Vanguard Improvements
D. Resolution 26-84: Approval of Professional Services Agreement Between the City of Bloomington and CrossRoad Engineers, PC for Engineering Assessment for South Weimer Road Relocation and Weimer/Bloomfield Intersection
E. Resolution 26-85: Approval of First Amendment to the Professional Services Agreement with Applied Engineering Services, Inc. for Plumbing Engineering Services at the Fourth Street Garage
F. Resolution 26-86: Approval of Agreement with VET Environmental Engineering, LLC for Lead-Based Paint and Asbestos Inspections at College Square
G. Resolution 26-87: Approval of Amendment No. 3 to the Agreement with Flintlock Ltd. Co. for Additional Services Related to the Creation of a Planned Unit Development (PUD) for Hopewell South
H. Resolution 26-88: Approval of the Third Amendment to the Agreement with Mother Nature Landscaping, Inc. for Erosion Control Services at Hopewell East
I. Resolution 26-89: Approval of the Second Amendment to the Agreement for Public Art in Hopewell East
J. Resolution 26-90: Approval of the Undulate Artwork Electrical Conduit Installation Agreement with Snedegar Construction, Inc.

8. General Discussion

9. Adjournment

Board Membership

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

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

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

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.



Your partner in accessing flexible financing.

Bloomington RDC Report - November 2, 2026

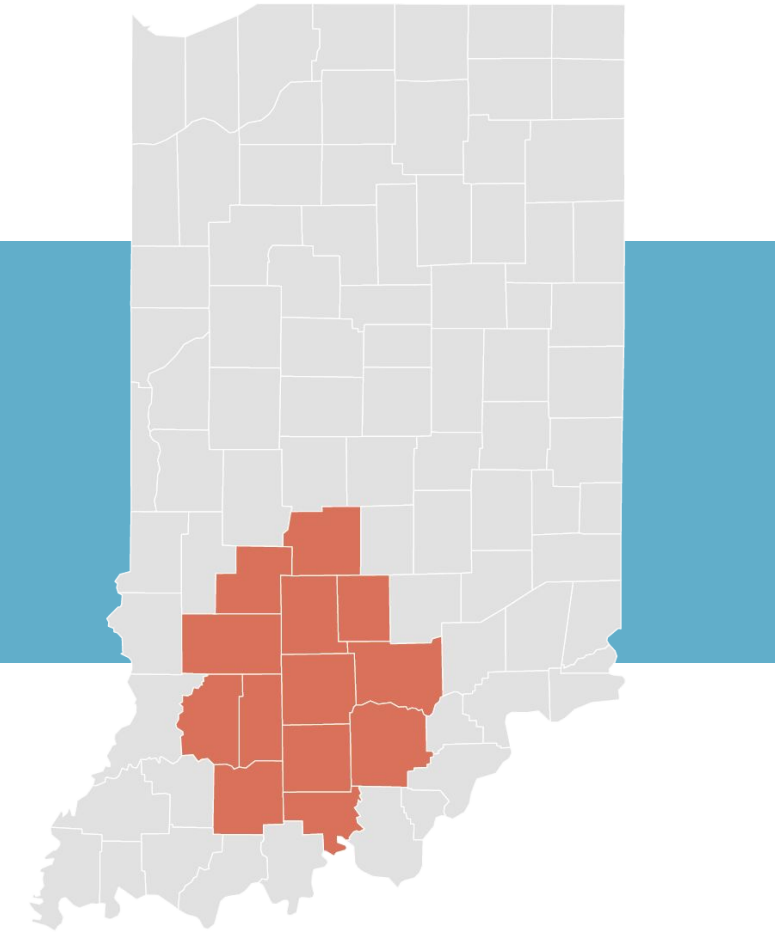
WHAT ARE CDFIs?

Community **D**evelopment **F**inancial **I**nstitutions are **mission-based lenders** dedicated to delivering **responsible, affordable lending (loans)** for community development projects.

They help people and communities who are **low-income, low-wealth, and underbanked or disadvantaged.** CDFIs are a **tool** in the community development toolbox.

They are a **$500 billion** sector of financing.

CDFI FRIENDLY BLOOMINGTON



OUR MISSION

We are on a regional mission to **unlock financing for people and places who have been under-financed or excluded.**

We connect communities to **CDFI financing, technical assistance and expertise** to help get things done.

CDFI FRIENDLY BLOOMINGTON

What is CDFI Friendly Bloomington?

Our job is to **connect projects across** our 13-county region to the **network of more than 1,300 CDFIs** around the United States.

We serve small businesses, housing developers, child care providers and nonprofits. **We are a certified CDFI by the U.S. Treasury CDFI Fund, and have just been awarded another $500,000 EPA Brownfields Assessment Grant.**



Eligibility & Uses for CDFI loans

Small Businesses

- Start-ups and developed businesses
- Registered with the state
- Business bank account
- Real estate, start-up costs, equipment, payroll

Housing

- "Capital stack" composition
- Project cash flow and Debt Service Coverage Ratio (DSCR)
- Development team
- Pre-development, acquisition, construction

Nonprofits

- Organizational health and structure
- Project budget/cash flow
- Community impact
- Construction, operating, "bridge"

Free Technical Assistance - 300 hours so far in 2026

When you work with us, we will usually go in this order:

1. Walk through your project plans.
2. Help you plan out your project and work through problems.
3. Prepare you for a loan discussion.
4. Reach out to CDFIs about your project.
5. Connect you with CDFIs that fit your financing needs.
6. Follow-ups on project progress.

We currently have 25 housing, small business, child care and nonprofit projects in our pipeline.

SO FAR IN 2026 - 300 HOURS OF TA PROVIDED:

11	HOUSING PROJECTS
24	SMALL BUSINESSES
21	NONPROFITS & CHILDCARE

Impact in our Region

CDFI FRIENDLY BLOOMINGTON

Impact in our Region

Since our creation, we have seen:

$29,415,492

ADDITIONAL CDFI INVESTMENT IN OUR REGION

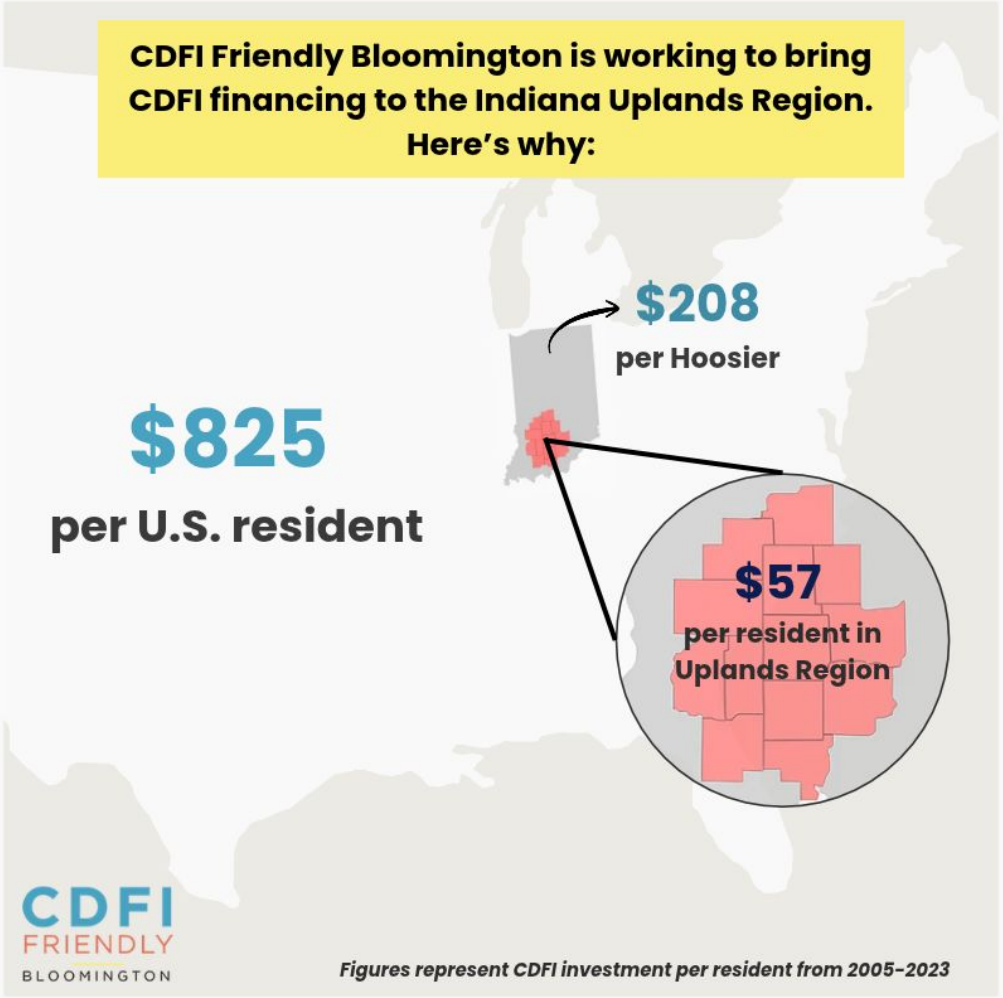
425

HOUSING UNITS CREATED OR RETAINED

$74,178,722

TOTAL PROJECT INVESTMENT IN OUR REGION

CDFI FRIENDLY BLOOMINGTON



HOW WE ARE CHASING IMPACT

When our organization started, these numbers were much lower.

Success Stories



Chandler Early Learning Center - Child Care Center and 3 affordable units.

Allies for Community Business



Working capital small business loan for Supreme Clientele Men's Spa.

CDFI FRIENDLY BLOOMINGTON

Thank you for your support!

FOLLOW US ON SOCIAL MEDIA!

Visit our website:

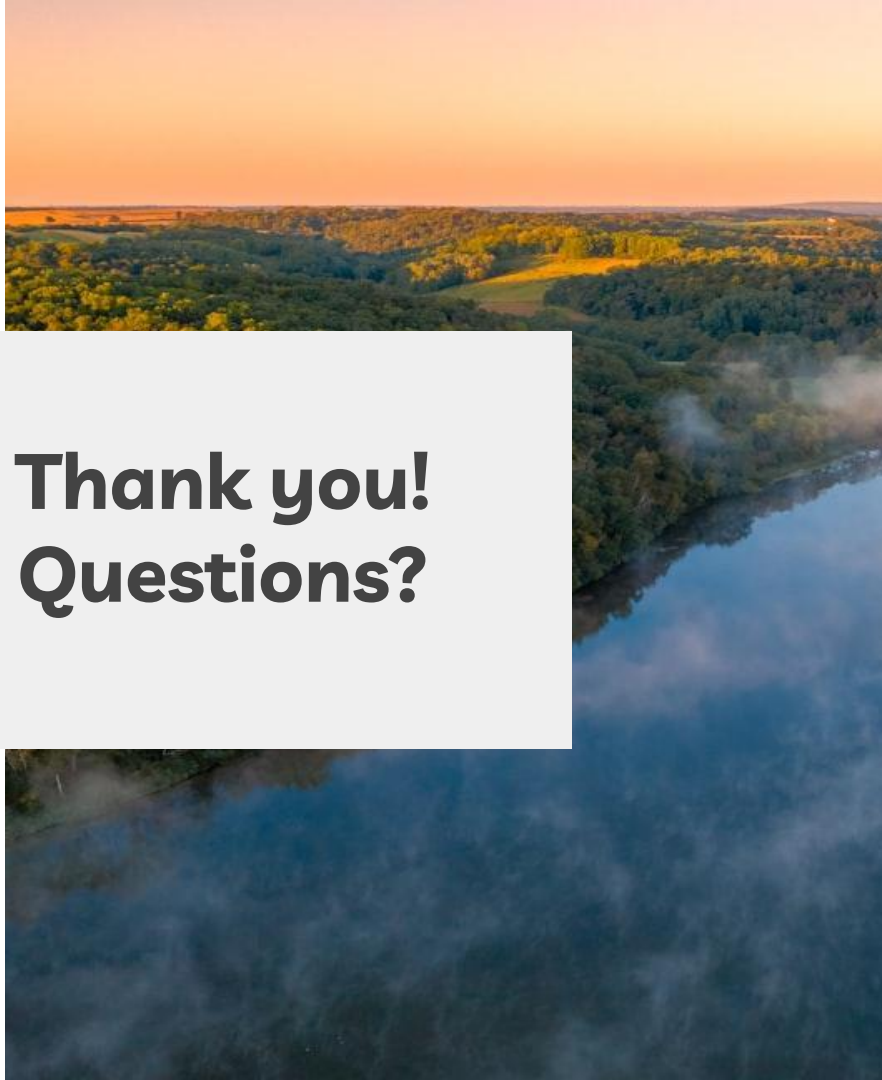
cdfifriendlybtown.com

Contact John Zody:

john@cdfifriendlybtown.org

Contact Emma Yoder:

emma@cdfifriendlybtown.org



Thank you!
Questions?



City of Bloomington Redevelopment Commission

TIF IMPACT UPDATE

RFG
Real Experience. Real Solutions.

Reporting Requirements

- ✓ Prior to April 1st: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- ✓ No Later Than April 15th: Report of Previous Years' Activities to the Fiscal/Executive Body
- ✓ Prior to June 15th: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- ✓ Prior to August 1st: Neutralization of Base Assessed Value for the Upcoming Year
- Prior to December 1st : Ensuing Year TIF Spending Plan
- **Prior to December 31st: End of Year TIF Impact Presentation**
  - **Includes: RDC's financial data & budgets, long-term TIF plans, and a discussion on TIF impact**

Inside the RDC

Allocation Area	Creation Year	Expiration Year	Pay 2026 Incremental AV
Bloomington Consolidated Allocation Area	1985	2029	$ 1,283,856,627
North Kinser Pike Allocation Area	1996	2026	$ 5,872,661
			$ 1,289,729,288

- The exact date of TIF Expiration and final pay year is subject to legal interpretation.

Financial Position

Allocation Area Name	Beg. Year Balance	Revenues	Expenditures	End of Year Balance
Bloomington Consolidated Allocation Area	$ 32,499,416	$ 23,992,061	$ 22,263,484	$ 34,227,993
North Kinser Pike Allocation Area	$ 767,065	$ 122,437	$ 529,259	$ 360,243

- Current and future long-term plans for the RDC
  - Hopewell TIF
  - Summit Project
  - Hotel Project
  - Public Safety

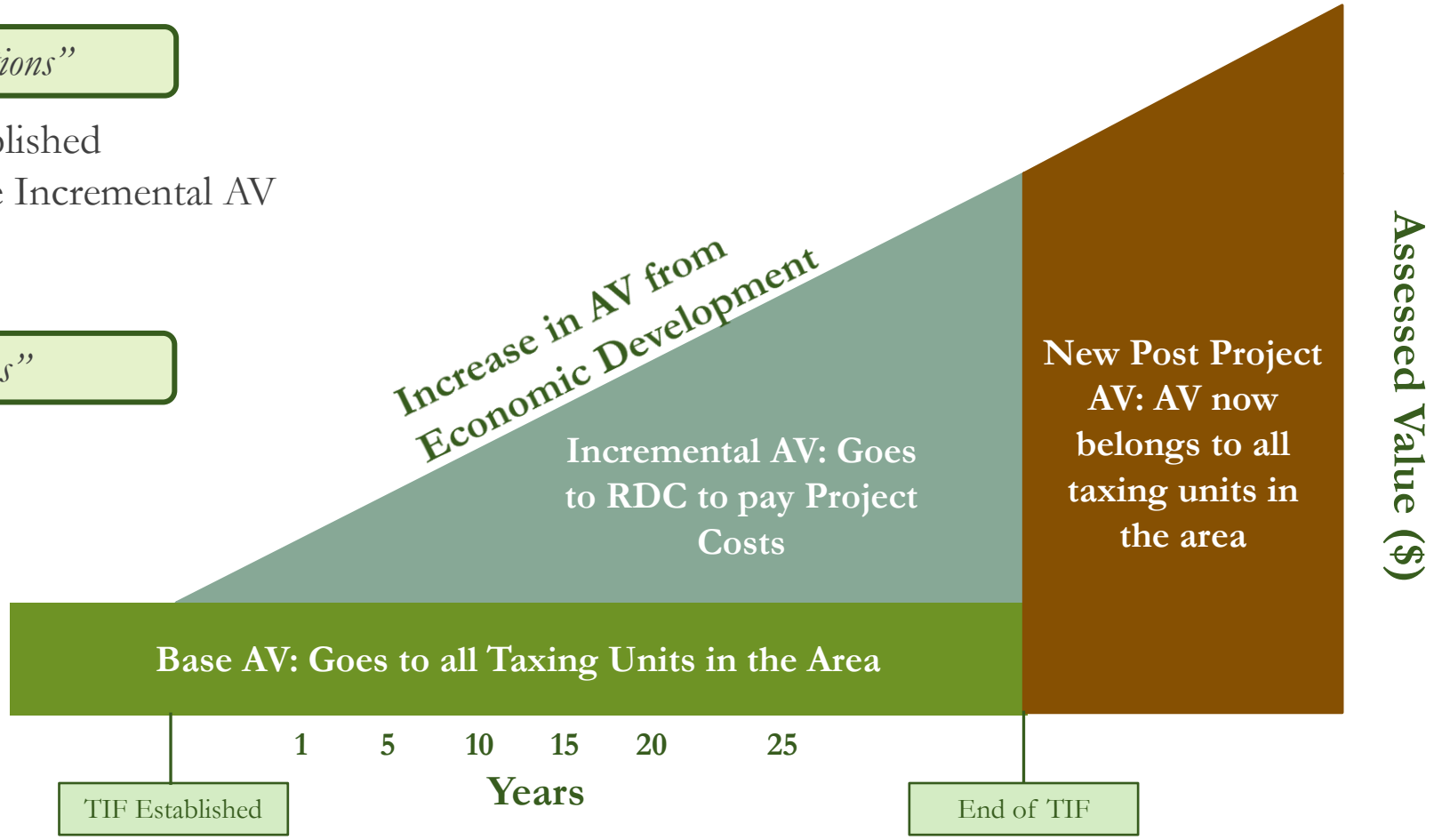
How TIF works

Base AV – *"Overlapping Units Collections"*

1. Existing AV at the time TIF is established
2. Percentage of what doesn't meet the Incremental AV classification

Incremental AV – *"TIF Collections"*

1. New Construction ➕
2. New Abatement roll off ➕
3. New Destruction ➖



The TIF Impact Question

In order to help quantify a TIF's impact to its overlapping units, we must ask the following question:

Would property taxes collected today remain the same if…

1. **The City never utilized TIF within the community**

2. **All current development that was incentivized / made possible by the assistance of TIF, hypothetically still occurred regardless of TIF incentives**

TIF Impact Chart

Overlapping Units	CB Impact	Rate-Driven Funds Impact	Percent of Total Impact	2026 Budget	Impact as a Percent of 2026 Budget
Monroe County	$ 24,087	$ 429,480	40.41%	$ 76,865,858	0.59%
Richland-Bean Blossom Community School Corporation	$ 10,237	$ -	0.91%	$ 41,838,456	0.02%
Monroe County Public Library	$ 5,789	$ -	0.52%	$ 13,792,419	0.04%
Bloomington Civil City	$ 3,918	$ 644,865	57.80%	$ 98,349,722	0.66%
Monroe County Community School Corporation	$ 1,881	$ -	0.17%	$ 179,071,200	0.00%
Monroe County Solid Waste Management District	$ 1,669	$ -	0.15%	$ 3,563,065	0.05%
Richland Township	$ 226	$ -	0.02%	$ 1,788,581	0.01%
Bloomington Transportation	$ 147	$ -	0.01%	$ 19,383,402	0.00%
Perry Township	$ 59	$ -	0.01%	$ 1,640,442	0.00%
Bloomington Township	$ 12	$ -	0.00%	$ 1,461,575	0.00%
Van Buren Township	$ -	$ -	0.00%	$ 721,161	0.00%
	$ 48,024	**$ 1,074,344**			

Total Revenues Without TIF $ 1,122,368

OR

2026 TIF Revenue Collections $ 23,783,681

Total Additional Revenue Because of RDC $ 22,661,313 **TIF Margin: $ 0.95**

- This is a conservative estimated TIF impact.

TIF Impact Explained

RDC TIF Margin

$0.95

$23,783,681 in TIF revenues will be collected in 2026 across all of Bloomington's TIF allocation areas.

$22,661,313 will be collected due to the City's utilization of TIF = TIF Margin

Only **$1,122,368** would be shared across all overlapping units should the TIF areas no longer exist = 2026 TIF Impact

TIF Margin is stated in terms of ***additional money*** *collected per every $1 collected by the RDC*

The TIF Margin is the additional revenue per every $1 collected in the RDC that would be foregone should the RDC no longer exist. This revenue would **not** be collected by the overlapping units.

How is TIF able to collect these ***additional revenues****?*

TIF is **not** constrained by the State's allowable annual property tax levy growth percentage that overlapping units are constrained by.

Questions?

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

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KERRY THOMSON
MAYOR

GEOFFREY MCKIM
CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

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

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 10-23-2026 ($200,050.72)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **10-10-2026** to **10-23-2026.** In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Signed by:
Cheryl Gilliland
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 **10-10-2026** to **10-23-2026**, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

DocuSigned by:
Margie Rice
Margie Rice, Corporation Counsel

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/10/26 - 10/23/26

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 **53910 - Dues and Subscriptions**										
53442 - Paragon Micro, INC	S5284980HAND	15-Adobe Acrobat Pro for teams renewal (4)	Paid by EFT # 75254		10/13/2026	10/13/2026	10/23/2026		10/23/2026	1,039.96
				Account **53910 - Dues and Subscriptions** Totals			Invoice Transactions	1		$1,039.96
				Program **150500 - Housing** Totals			Invoice Transactions	1		$1,039.96
				Department **15 - HAND** Totals			Invoice Transactions	1		$1,039.96
				Fund **1101 - General** Totals			Invoice Transactions	1		$1,039.96
Fund **2209 - LIT - Economic Development**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53160 - Instruction**										
4677 - International Code Council, INC	1002350431	15-Inspector B 1 Certification exam J. Bettis	Paid by EFT # 75199		10/13/2026	10/13/2026	10/23/2026		10/23/2026	255.00
				Account **53160 - Instruction** Totals			Invoice Transactions	1		$255.00
Account **53960 - Grants**										
10534 - Continental Comm. Holdings, LLC dba Arlington	R101-Walker	15-Security Rent dep. assistance-1600 N Willis Dr-Lot 89-Walker	Paid by EFT # 75136		10/13/2026	10/13/2026	10/23/2026		10/23/2026	500.00
10522 - Simon Ladd	R101-Johnson	15-Security Deposit Assistance-Johnson-1311 S Rogers Apt A	Paid by EFT # 75213		10/13/2026	10/13/2026	10/23/2026		10/23/2026	500.00
				Account **53960 - Grants** Totals			Invoice Transactions	2		$1,000.00
Account **53990 - Other Services and Charges**										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1804	15-Social Media Marketing for the HAND Department - 8/31/26	Paid by EFT # 75174		10/13/2026	10/13/2026	10/23/2026		10/23/2026	580.00
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1814	15-Social Media Marketing for the HAND Department - 9/30/26	Paid by EFT # 75174		10/13/2026	10/13/2026	10/23/2026		10/23/2026	580.00
9216 - Williams Creek Management Corporation	000382	15-Evergreen Village-Ecological Maint Lots 2&14-Event 3of4-8/28	Paid by EFT # 75326		10/13/2026	10/13/2026	10/23/2026		10/23/2026	860.00
9216 - Williams Creek Management Corporation	000443	15-Evergreen Village-Ecological Maint Lots 2&14-Event 4of4-7/28	Paid by EFT # 75326		10/13/2026	10/13/2026	10/23/2026		10/23/2026	860.00
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	4		$2,880.00
				Program **150000 - Main** Totals			Invoice Transactions	7		$4,135.00
				Department **15 - HAND** Totals			Invoice Transactions	7		$4,135.00
				Fund **2209 - LIT - Economic Development** Totals			Invoice Transactions	7		$4,135.00

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **2234 - Unsafe Building**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
18036 - 4 U Lawn and Landscape, LLC	3675	15-mowing at 2225 S. High Street - 10/1/26	Paid by EFT # 75088		10/13/2026	10/13/2026	10/23/2026		10/23/2026	600.00
18036 - 4 U Lawn and Landscape, LLC	3673	15-mowing at 601 N. Monroe St - 10/1/26	Paid by EFT # 75088		10/13/2026	10/13/2026	10/23/2026		10/23/2026	150.00
18036 - 4 U Lawn and Landscape, LLC	3676	15-mowing at 4310 E. Hector Dr - 10/1/26	Paid by EFT # 75088		10/13/2026	10/13/2026	10/23/2026		10/23/2026	150.00
18036 - 4 U Lawn and Landscape, LLC	3674	15-mowing at 921 W. Winding Way - 10/1/26	Paid by EFT # 75088		10/13/2026	10/13/2026	10/23/2026		10/23/2026	150.00
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	4		$1,050.00
				Program **150000 - Main** Totals			Invoice Transactions	4		$1,050.00
				Department **15 - HAND** Totals			Invoice Transactions	4		$1,050.00
				Fund **2234 - Unsafe Building** Totals			Invoice Transactions	4		$1,050.00
Fund **2402 - ARP COVID Local Fiscal Recovery**										
Department **15 - HAND**										
Program **G21005 - ARPA COVID Local Fiscal Recovery**										
Account **53960 - Grants**										
7528 - HealthNet INC	ARPA-10.23.26	15-ARPA-salaries 7/26-8/22/26, Verizon/mileage +Indirect	Paid by EFT # 75180		10/13/2026	10/13/2026	10/23/2026		10/23/2026	24,309.88
3164 - New Hope Family Shelter, INC	ARPA-10.23.26	15-ARPA MOU Case Management July/Aug 2026	Paid by EFT # 75246		10/13/2026	10/13/2026	10/23/2026		10/23/2026	26,716.13
				Account **53960 - Grants** Totals			Invoice Transactions	2		$51,026.01
				Program **G21005 - ARPA COVID Local Fiscal Recovery** Totals			Invoice Transactions	2		$51,026.01
				Department **15 - HAND** Totals			Invoice Transactions	2		$51,026.01
				Fund **2402 - ARP COVID Local Fiscal Recovery** Totals			Invoice Transactions	2		$51,026.01
Fund **2403 - CDBG**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53960 - Grants**										
6378 - Ann-Kriss, LLC	100526	15-CDBG-K Long-2301 S Bryan St-install windows/door	Paid by EFT # 629		10/13/2026	10/13/2026	10/23/2026		10/23/2026	5,000.00

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Fund **2403 - CDBG**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53960 - Grants**										
3164 - New Hope Family Shelter, INC	CDBG-10.23.26	15-CDBG-Landscape Structures INV-182651-Shade Pyramid	Paid by EFT # 630		10/13/2026	10/13/2026	10/23/2026		10/23/2026	27,480.00
					Account **53960 - Grants** Totals		Invoice Transactions	2		$32,480.00
					Program **150000 - Main** Totals		Invoice Transactions	2		$32,480.00
					Department **15 - HAND** Totals		Invoice Transactions	2		$32,480.00
					Fund **2403 - CDBG** Totals		Invoice Transactions	2		$32,480.00
Fund **2505 - CC Jack Hopkins NR17-42 (S0011)**										
Department **05 - Common Council**										
Program **050000 - Main**										
Account **53960 - Grants**										
1663 - Citizens for Community Justice	2604	15-JH26-payroll-Tenant Case Mgr/Court Liason June-Oct 2026	Paid by EFT # 75129		10/13/2026	10/13/2026	10/23/2026		10/23/2026	3,563.33
2942 - People & Animal Learning Services, INC	JH26-10.23.2026	15-group riding lessons, horsemanship, Inv 10830, 10870,10907	Paid by EFT # 75258		10/13/2026	10/13/2026	10/23/2026		10/23/2026	1,550.00
					Account **53960 - Grants** Totals		Invoice Transactions	2		$5,113.33
					Program **050000 - Main** Totals		Invoice Transactions	2		$5,113.33
					Department **05 - Common Council** Totals		Invoice Transactions	2		$5,113.33
					Fund **2505 - CC Jack Hopkins NR17-42 (S0011)** Totals		Invoice Transactions	2		$5,113.33
Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
1537 - Indiana Door & Hardware Specialties, INC	141231AA	15-Showers West re-key Suite 104	Paid by Check # 82184		10/13/2026	10/13/2026	10/23/2026		10/23/2026	210.00
7402 - Nature's Way, INC	6637	15-Monthly Interior Live Plant-Showers West- October 2026	Paid by EFT # 75244		10/13/2026	10/13/2026	10/23/2026		10/23/2026	287.92
6688 - SSW Enterprises, LLC (Office Pride)	Inv-334880	15-Cleaning Services-Trades Gar-Space leased to ESNET-Sept 2026	Paid by EFT # 75289		10/13/2026	10/13/2026	10/23/2026		10/23/2026	1,225.00

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Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-334870	15-Janitorial Services 5x per week- Showers West - Sept 2026	Paid by EFT # 75289		10/13/2026	10/13/2026	10/23/2026		10/23/2026	1,648.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-334861	15-Janitorial services-College Sq-222 S College Ave - Sept 2026	Paid by EFT # 75289		10/13/2026	10/13/2026	10/23/2026		10/23/2026	397.50
9241 - USA TODAY FKA Gannett Media Corp (Legal Ads)	0007900068	15-Public Notice Residential Housing Hopewell S, Res 26-53	Paid by EFT # 75312		10/13/2026	10/13/2026	10/23/2026		10/23/2026	89.04
208 - City Of Bloomington Utilities	4995-004 0926	15-627 N Morton Street-water/sewer bill - September 2026	Paid by Check # 82165		10/14/2026	10/14/2026	10/14/2026		10/14/2026	51.87
208 - City Of Bloomington Utilities	35277-002 0926	15-Showers West -320 W. 8th St water/sewer - Sept 2026	Paid by Check # 82165		10/14/2026	10/14/2026	10/14/2026		10/14/2026	1,313.30
208 - City Of Bloomington Utilities	200981-001 0926	15-640 N Madison-water/sewer bill-September 2026	Paid by Check # 82165		10/14/2026	10/14/2026	10/14/2026		10/14/2026	12.02
223 - Duke Energy	9101882842930 926	15-Hopewell-607 W. 1st St Light-elec chgs 08/27-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	26.98
223 - Duke Energy	9101205760680 926	15-Trades District-Outdoor Lighting-elec chgs 08/18/26-09/16/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	35.14
223 - Duke Energy	9101773802190 926	15-714 S Rogers St.-Hopewell-elec bill-08/26/26-09/24/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	984.22
223 - Duke Energy	9101212104030 926	15-212 S. Walnut (105 W 4th)- elec chgs 8/27-9/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	30.50
223 - Duke Energy	9101205761750 926	15-College Sq-202 S College-elec. bill 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	324.65
223 - Duke Energy	9101205760180 926	15-College Sq-222 S College Ave-Office-elec chg 8/27/26-9/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	59.88
223 - Duke Energy	9101205758430 926	15-College Sq-200 S. College Ave-elec. chgs 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	140.81

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/10/26 - 10/23/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
223 - Duke Energy	9101205762900926	15-College Sq-208 S. College-elec. bill 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	156.73
223 - Duke Energy	9101205756791026	15-College Sq-222 S College Ave-Atrium-elec chg 8/27/26-9/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	264.55
223 - Duke Energy	9101205750330926	15-College Sq-226 S. College Ave-elec chgs 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	284.22
223 - Duke Energy	9101205752310926	15-College Sq-216 S. College-elec chgs 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	111.83
223 - Duke Energy	9101205753640926	15-College Sq-204 S. College Ave-electric bill 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	427.69
223 - Duke Energy	9101205763990926	15-College Sq-210 S. College Ave-elec. chgs 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	621.67
223 - Duke Energy	9101205757280926	15-105 4th St W Misc Office 4-elec chgs 08/27/26-09/25/26	Paid by Check # 82168		10/14/2026	10/14/2026	10/14/2026		10/14/2026	272.18
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4100726	15-489 W. 10th St-Unit #2-gas bill 09/02/26-10/01/26	Paid by Check # 82178		10/14/2026	10/14/2026	10/14/2026		10/14/2026	54.88
223 - Duke Energy	9101397672041026	15-Showers W-320 E 8th St-elec chgs-09/02/26-10/01/26	Edit		10/21/2026	10/21/2026	10/21/2026			9,142.75
223 - Duke Energy	9101229908841026	15-Hopewell-W 2nd St-elec chgs-09/03/26-10/02/26	Edit		10/21/2026	10/21/2026	10/21/2026			31.30
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0100726	15-College Sq-216 S. College-gas bill 09/02/26-10/01/26	Edit		10/21/2026	10/21/2026	10/21/2026			98.53
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3100726	15-627 N Morton-gas bill 09/02/26-10/01/26	Edit		10/21/2026	10/21/2026	10/21/2026			19.53
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5100726	15-489 W. 10th St-Unit #1-Esnet-gas bill 09/09/26-10/01/26	Edit		10/21/2026	10/21/2026	10/21/2026			48.77
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2100726	15-College Sq-200 S. College-gas bill 09/02/26-10/01/26	Edit		10/21/2026	10/21/2026	10/21/2026			17.98

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/10/26 - 10/23/26

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** Totals				Invoice Transactions	30	$18,389.44
				Program **150000 - Main** Totals				Invoice Transactions	30	$18,389.44
				Department **15 - HAND** Totals				Invoice Transactions	30	$18,389.44
				Fund **2519 - RDC** Totals				Invoice Transactions	30	$18,389.44
Fund **4445 - Consolidated TIF**										
Department **15 - HAND**										
Program **159001 - Adams Crossing Area**										
Account **53990 - Other Services and Charges**										
9941 - Flintlock LTD CO	357406	15-Amend Hopewell South Blocks -platting, utilities, dsn 9/30/26	Paid by EFT # 75160		10/13/2026	10/13/2026	10/23/2026		10/23/2026	5,100.00
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions	1	$5,100.00
				Program **159001 - Adams Crossing Area** Totals				Invoice Transactions	1	$5,100.00
Program **159002 - Downtown Area**										
Account **53990 - Other Services and Charges**										
5900 - VET Environmental Engineering, LLC	9770	15-Due Diligence for 202-226 S College Ave 5/19/26-9/10/26	Paid by EFT # 75315		10/13/2026	10/13/2026	10/23/2026		10/23/2026	81,716.98
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions	1	$81,716.98
				Program **159002 - Downtown Area** Totals				Invoice Transactions	1	$81,716.98
				Department **15 - HAND** Totals				Invoice Transactions	2	$86,816.98
				Fund **4445 - Consolidated TIF** Totals				Invoice Transactions	2	$86,816.98
				Grand Totals				Invoice Transactions	50	$200,050.72

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REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/23/26	Claims				$200,050.72
					$200,050.72

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 **$200,050.72**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

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

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KERRY THOMSON
MAYOR

GEOFFREY MCKIM
CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

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

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 11-06-2026 ($128,514.43)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **10-24-2026** to **11-06-2026.** In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Signed by:
Cheryl Gilliland
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 **10-24-2026** to **11-06-2026**, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

DocuSigned by:
Margie Rice
E9A0FAE19B82413...
Margie Rice, Corporation Counsel

Docusign Envelope ID: E0C707EB-07A0-8DC9-8121-7E026ABD2A2F

Board of Redevelopment Commission Claim Register

Invoice Date Range 10/24/26 - 11/06/26

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 **151000 - Neighborhood**										
Account **53960 - Grants**										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	191V-JKPP-13N7	15-paper bags, cutouts for Blooming Neighborhoods	Paid by EFT # 75361		10/27/2026	10/27/2026	11/06/2026		11/06/2026	26.58
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LVM-RM6R-NPK3	15-ladderball bolas, sidewalk chalk, for Front Porch Trailer	Paid by EFT # 75361		10/27/2026	10/27/2026	11/06/2026		11/06/2026	83.62
4549 - Kroger Limited Partnership I	092946	15-Annual Blooming Neighborhoods Celebration Food--10/16	Paid by Check # 82243		10/27/2026	10/27/2026	11/06/2026		11/06/2026	181.39
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	14593	15-Neighborhood Imp Grant to Spicewood-Blended Amino ProV	Paid by Check # 82245		10/27/2026	10/27/2026	11/06/2026		11/06/2026	80.00
9148 - Office Easel LLC	4738	15-Residents Academy - 100 ceramic mugs	Paid by EFT # 75503		10/27/2026	10/27/2026	11/06/2026		11/06/2026	902.00
				Account **53960 - Grants** Totals			Invoice Transactions	5		$1,273.59
				Program **151000 - Neighborhood** Totals			Invoice Transactions	5		$1,273.59
Program **151600 - Title 16**										
Account **52110 - Office Supplies**										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DND-CGTG-NYVD	15-9V batteries, Packing Tape, Envelopes, Whiteout, Folder labe	Paid by EFT # 75361		10/27/2026	10/27/2026	11/06/2026		11/06/2026	49.00
				Account **52110 - Office Supplies** Totals			Invoice Transactions	1		$49.00
				Program **151600 - Title 16** Totals			Invoice Transactions	1		$49.00
Program **152000 - Historic Preservation**										
Account **53230 - Travel**										
10071 - Noah Sandweiss	ILPHP-10.26	15-Per Diem/mileage-Preserving Historic Place-Franklin-9/29-10/1	Paid by EFT # 75534		10/27/2026	10/27/2026	11/06/2026		11/06/2026	214.84
				Account **53230 - Travel** Totals			Invoice Transactions	1		$214.84
				Program **152000 - Historic Preservation** Totals			Invoice Transactions	1		$214.84

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/24/26 - 11/06/26

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 **156000 - Title 6**										
Account **53310 - Printing**										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	46870	15-1,000 Title 6 Notice of Violation Forms 2 part NCR	Paid by EFT # 75357		10/27/2026	10/27/2026	11/06/2026		11/06/2026	382.80
				Account **53310 - Printing** Totals			Invoice Transactions	1		$382.80
				Program **156000 - Title 6** Totals			Invoice Transactions	1		$382.80
				Department **15 - HAND** Totals			Invoice Transactions	8		$1,920.23
				Fund **1101 - General** Totals			Invoice Transactions	8		$1,920.23
Fund **2209 - LIT - Economic Development**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53160 - Instruction**										
4677 - International Code Council, INC	ICC02359834	15-Inspector B 1 Certification exam S. Hampton	Paid by EFT # 75463		10/27/2026	10/27/2026	11/06/2026		11/06/2026	255.00
				Account **53160 - Instruction** Totals			Invoice Transactions	1		$255.00
Account **53960 - Grants**										
6845 - Union at Crescent, LP	R101-Gordon	15-Security Rent dep. assistance-Gordon-1100 N Crescent Dr	Paid by EFT # 75562		10/27/2026	10/27/2026	11/06/2026		11/06/2026	99.00
				Account **53960 - Grants** Totals			Invoice Transactions	1		$99.00
				Program **150000 - Main** Totals			Invoice Transactions	2		$354.00
				Department **15 - HAND** Totals			Invoice Transactions	2		$354.00
				Fund **2209 - LIT - Economic Development** Totals			Invoice Transactions	2		$354.00
Fund **2234 - Unsafe Building**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
8658 - Kleindorfer's Hardware LLC	02355	15-two circuit testers	Paid by EFT # 75474		10/27/2026	10/27/2026	11/06/2026		11/06/2026	22.58
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	1		$22.58
				Program **150000 - Main** Totals			Invoice Transactions	1		$22.58
				Department **15 - HAND** Totals			Invoice Transactions	1		$22.58
				Fund **2234 - Unsafe Building** Totals			Invoice Transactions	1		$22.58

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/24/26 - 11/06/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **2403 - CDBG**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53960 - Grants**										
74 - Life Designs, INC	CDBG-Covey Ln	15-CDBG-PI Grant-Kitchen Remodel-1826 Covey Lane	Paid by EFT # 631		10/27/2026	10/27/2026	11/06/2026		11/06/2026	4,185.86
74 - Life Designs, INC	CDBG-Orris Dr	15-CDBG-PI 2025-922 N Orris Dr-roof replacement	Paid by EFT # 631		10/27/2026	10/27/2026	11/06/2026		11/06/2026	9,364.80
74 - Life Designs, INC	CDBG-Covey Ln-A	15-CDBG-PI Grant-Kitchen Remodel-1826 Covey Lane	Paid by EFT # 631		10/27/2026	10/27/2026	11/06/2026		11/06/2026	7,632.86
				Account **53960 - Grants** Totals			Invoice Transactions	3		$21,183.52
				Program **150000 - Main** Totals			Invoice Transactions	3		$21,183.52
				Department **15 - HAND** Totals			Invoice Transactions	3		$21,183.52
				Fund **2403 - CDBG** Totals			Invoice Transactions	3		$21,183.52
Fund **2404 - HOME**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53910 - Dues and Subscriptions**										
748 - National Community Development Association	1	15-HOME-FY27 Membership dues NCDA Region V-7/1/26-6/30/27	Paid by EFT # 336		10/27/2026	10/27/2026	11/06/2026		11/06/2026	50.00
				Account **53910 - Dues and Subscriptions** Totals			Invoice Transactions	1		$50.00
Account **53990 - Other Services and Charges**										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0001143	15-HOME-Evergreen Village-Lawn care-Sept 2026	Paid by EFT # 335		10/27/2026	10/27/2026	11/06/2026		11/06/2026	195.00
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	1		$195.00
				Program **150000 - Main** Totals			Invoice Transactions	2		$245.00
				Department **15 - HAND** Totals			Invoice Transactions	2		$245.00
				Fund **2404 - HOME** Totals			Invoice Transactions	2		$245.00
Fund **2505 - CC Jack Hopkins NR17-42 (S0011)**										
Department **05 - Common Council**										
Program **050000 - Main**										
Account **53960 - Grants**										
174 - Hoosier Hills Food Bank INC	JH26-11.06.26	15-JH26-beef ravioli, shredded cheese, green beans-distribution	Paid by EFT # 75450		10/27/2026	10/27/2026	11/06/2026		11/06/2026	21,000.00

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Board of Redevelopment Commission Claim Register

Invoice Date Range 10/24/26 - 11/06/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **2505 - CC Jack Hopkins NR17-42 (S0011)**										
Department **05 - Common Council**										
Program **050000 - Main**										
Account **53960 - Grants**										
18718 - Monroe County CASA, INC	JH26-Inv 1016	15-JH26-dry erase markers	Paid by EFT # 75497		10/27/2026	10/27/2026	11/06/2026		11/06/2026	15.02
				Account **53960 - Grants** Totals			Invoice Transactions	2		$21,015.02
				Program **050000 - Main** Totals			Invoice Transactions	2		$21,015.02
				Department **05 - Common Council** Totals			Invoice Transactions	2		$21,015.02
				Fund **2505 - CC Jack Hopkins NR17-42 (S0011)** Totals			Invoice Transactions	2		$21,015.02
Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0001145	15-RDC owned Properties (8)-mowing-9/3-9/17/26	Paid by EFT # 75385		10/27/2026	10/27/2026	11/06/2026		11/06/2026	3,010.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0001146	15-RDC owned Properties (8)-mowing-9/16-9/28/26	Paid by EFT # 75385		10/27/2026	10/27/2026	11/06/2026		11/06/2026	2,810.00
321 - Harrell Fish, INC (HFI)	ZW47372	15-Showers West HVAC repairs Ste 200-register, refrigerant-7/10	Paid by EFT # 75441		10/27/2026	10/27/2026	11/06/2026		11/06/2026	1,152.76
321 - Harrell Fish, INC (HFI)	ZW47501	15-Showers West-HVAC repairs Ste 200-7/28	Paid by EFT # 75441		10/27/2026	10/27/2026	11/06/2026		11/06/2026	554.50
321 - Harrell Fish, INC (HFI)	ZW47449	15-216 S College-Repair HVAC System Weddle Bros. Office-7/17	Paid by EFT # 75441		10/27/2026	10/27/2026	11/06/2026		11/06/2026	225.98
874 - Lee Supply Corporation	S102312562.001	15-Purchase of toilet for Showers West Replacement	Paid by EFT # 75480		10/27/2026	10/27/2026	11/06/2026		11/06/2026	339.08
10265 - The Murphy Elevator Company INC	INV-62126-S2P4	15-Showers West-elevator Maintenance October 2026	Paid by EFT # 75552		10/27/2026	10/27/2026	11/06/2026		11/06/2026	300.00
5900 - VET Environmental Engineering, LLC	9792	15-714 S Rogers ST-Task 4-Insp/Fogging/Spot Treatment-Aug 2026	Paid by EFT # 75567		10/27/2026	10/27/2026	11/06/2026		11/06/2026	1,418.90

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Board of Redevelopment Commission Claim Register

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Fund **2519 - RDC**										
Department **15 - HAND**										
Program **150000 - Main**										
Account **53990 - Other Services and Charges**										
223 - Duke Energy	910120575166102 6	15-627 N Morton-elec chgs 09/02/26-10/01/26	Paid by Check # 82235		10/28/2026	10/28/2026	10/28/2026		10/28/2026	134.19
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	9		$9,945.41
				Program **150000 - Main** Totals			Invoice Transactions	9		$9,945.41
				Department **15 - HAND** Totals			Invoice Transactions	9		$9,945.41
				Fund **2519 - RDC** Totals			Invoice Transactions	9		$9,945.41
Fund **4445 - Consolidated TIF**										
Department **15 - HAND**										
Program **159001 - Adams Crossing Area**										
Account **53990 - Other Services and Charges**										
19362 - CrossRoad Engineers, PC	260703	15-RES 25-50, B-Line Ext CE, Supplemental #2-02/28-03/27/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	2,903.13
19362 - CrossRoad Engineers, PC	261650	15-RES 25-50, B-Line Ext CE, Supplemental #2-08/01-08/28/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	191.86
19362 - CrossRoad Engineers, PC	261252	15-RES 25-50, B-Line Ext CE, Supplemental #2-05/30-06/26/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	3,239.41
19362 - CrossRoad Engineers, PC	260894	15-RES 25-50, B-Line Ext CE, Supplemental #2-03/28-05/01/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	6,483.08
19362 - CrossRoad Engineers, PC	260934	15-RES 25-50, B-Line Ext CE, Supplemental #2-05/02-05/29/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	3,483.76
19362 - CrossRoad Engineers, PC	261323	15-RES 25-50, B-Line Ext CE, Supplemental #2-06/27-07/31/26	Paid by EFT # 75403		10/27/2026	10/27/2026	11/06/2026		11/06/2026	860.24
6330 - Marshall Security LLC	4565	15-Security Patrols at Hopewell Properties 09/01/26-09/30/26	Paid by EFT # 75487		10/27/2026	10/27/2026	11/06/2026		11/06/2026	10,500.60
				Account **53990 - Other Services and Charges** Totals			Invoice Transactions	7		$27,662.08
				Program **159001 - Adams Crossing Area** Totals			Invoice Transactions	7		$27,662.08

Docusign Envelope ID: E0C707EB-07A0-8DC9-8121-7E026ABD2A2F

Board of Redevelopment Commission Claim Register

Invoice Date Range 10/24/26 - 11/06/26

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 **159002 - Downtown Area**										
Account **53990 - Other Services and Charges**										
512 - 7th & Walnut , LLC	PROPTAX-FALL26	15-Walnut St Garage-Fall 2025 taxes paid in 2026	Paid by EFT # 75354		10/27/2026	10/27/2026	11/06/2026		11/06/2026	45,270.54
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions	1	$45,270.54
				Program **159002 - Downtown Area** Totals				Invoice Transactions	1	$45,270.54
Program **159006 - West 17th Street Area**										
Account **53990 - Other Services and Charges**										
5641 - TYPSA, Inc.	171684	07-BLine Extension Proj (PE) 11/01/25-02/28/26	Paid by EFT # 75561		10/27/2026	10/27/2026	11/06/2026		11/06/2026	522.34
5409 - VS Engineering, INC	462833	15-17th St-W Construction Engineering services thru 07/31/26	Paid by EFT # 75569		10/27/2026	10/27/2026	11/06/2026		11/06/2026	373.71
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions	2	$896.05
				Program **159006 - West 17th Street Area** Totals				Invoice Transactions	2	$896.05
				Department **15 - HAND** Totals				Invoice Transactions	10	$73,828.67
				Fund **4445 - Consolidated TIF** Totals				Invoice Transactions	10	$73,828.67
				Grand Totals				Invoice Transactions	37	$128,514.43

Docusign Envelope ID: E0C707EB-07A0-8DC9-8121-7E026ABD2A2F

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/06/26	Claims				$128,514.43
					$128,514.43

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 **$128,514.43**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____ Signed by: Cheryl Gilliland 09F7205C9532400...

Docusign Envelope ID: 5133F576-BEB4-85D7-81DE-BD712FB2D660

CITY OF BLOOMINGTON

Office of the Controller

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: 10/16/2026
Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 09/28/2026 to 10/11/2026. 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:
Geoff Mckim
D97582B21FB94BA...

Geoff McKim
Controller

401 North Morton Street, Suite 240, Bloomington, Indiana 47404
812-349-3412 | controller@bloomington.in.gov | bloomington.in.gov

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/16/26 - 10/16/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department **HAND - Housing & Neighborhood Dev**											
10000 0051 Arnold, Michael L	10/16/2026	2,865.43		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.95
			.00	.00	2,729.02	2,829.02	2,829.02	2,729.02	2,729.02		
		$2,865.43		$0.00	$297.15	$175.40	$41.02	$79.37	$57.58	$186.96	$2,027.95
			$0.00	$0.00	$2,729.02	$2,829.02	$2,829.02	$2,729.02	$2,729.02		
3954 Bettis, Jeremy	10/16/2026	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	$473.11	$229.04	$53.57	$108.98	$79.06	$0.00	$2,750.43
			$0.00	$0.00	$3,694.19	$3,694.19	$3,694.19	$3,694.19	$3,694.19		
10000 2594 Bixler, Daniel R	10/16/2026	2,162.12		.00	184.05	128.16	29.97	59.84	43.41	133.21	1,583.48
			.00	.00	2,067.05	2,067.05	2,067.05	2,067.05	2,067.05		
		$2,162.12		$0.00	$184.05	$128.16	$29.97	$59.84	$43.41	$133.21	$1,583.48
			$0.00	$0.00	$2,067.05	$2,067.05	$2,067.05	$2,067.05	$2,067.05		
2972 Caswell, Tammy M	10/16/2026	3,031.46		.00	395.54	185.09	43.29	87.48	69.69	126.71	2,123.66
			.00	.00	2,965.38	2,985.38	2,985.38	2,965.38	2,965.38		
		$3,031.46		$0.00	$395.54	$185.09	$43.29	$87.48	$69.69	$126.71	$2,123.66
			$0.00	$0.00	$2,965.38	$2,985.38	$2,985.38	$2,965.38	$2,965.38		
10000 0111 Collins, Barry	10/16/2026	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	$200.77	$89.90	$21.03	$42.78	$25.38	$0.00	$1,070.14
			$0.00	$0.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00		
2771 Council, David R	10/16/2026	2,700.12		.00	179.58	153.00	35.79	69.60	50.49	326.98	1,884.68
			.00	.00	2,397.79	2,467.79	2,467.79	2,397.79	2,397.79		
		$2,700.12		$0.00	$179.58	$153.00	$35.79	$69.60	$50.49	$326.98	$1,884.68
			$0.00	$0.00	$2,397.79	$2,467.79	$2,467.79	$2,397.79	$2,397.79		
10000 0187 Finley, Christina L	10/16/2026	4,356.96		.00	618.17	250.03	58.47	117.54	86.09	403.09	2,823.57
			.00	.00	4,022.79	4,032.79	4,032.79	4,022.79	4,022.79		
		$4,356.96		$0.00	$618.17	$250.03	$58.47	$117.54	$86.09	$403.09	$2,823.57
			$0.00	$0.00	$4,022.79	$4,032.79	$4,032.79	$4,022.79	$4,022.79		
3955 Hampton, Sean R	10/16/2026	2,534.81		.00	121.04	149.18	34.89	70.98	51.49	128.67	1,978.56
			.00	.00	2,406.14	2,406.14	2,406.14	2,406.14	2,406.14		
		$2,534.81		$0.00	$121.04	$149.18	$34.89	$70.98	$51.49	$128.67	$1,978.56
			$0.00	$0.00	$2,406.14	$2,406.14	$2,406.14	$2,406.14	$2,406.14		
2393 Hayes, Chastina J	10/16/2026	2,865.43		.00	230.32	166.21	38.88	77.61	46.04	318.76	1,987.61
			.00	.00	2,630.88	2,680.88	2,680.88	2,630.88	2,630.88		
		$2,865.43		$0.00	$230.32	$166.21	$38.88	$77.61	$46.04	$318.76	$1,987.61
			$0.00	$0.00	$2,630.88	$2,680.88	$2,680.88	$2,630.88	$2,630.88		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/16/26 - 10/16/26
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	10/16/2026	2,078.70		.00	155.28	124.35	29.07	59.16	42.92	116.92	1,551.00
			.00	.00	2,005.52	2,005.52	2,005.52	2,005.52	2,005.52		
		$2,078.70		$0.00	$155.28	$124.35	$29.07	$59.16	$42.92	$116.92	$1,551.00
			$0.00	$0.00	$2,005.52	$2,005.52	$2,005.52	$2,005.52	$2,005.52		
3183 Hyten LaFontaine, Stephanie L	10/16/2026	.00		.00	.00	.00	.00	.00	.00	.00	.00
			.00	.00	.00	.00	.00	.00	.00		
		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
3306 Killion-Hanson, Anna	10/16/2026	4,792.00		.00	302.06	282.45	66.05	134.39	97.49	236.36	3,673.20
			.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	$66.05	$134.39	$97.49	$236.36	$3,673.20
			$0.00	$0.00	$4,555.64	$4,555.64	$4,555.64	$4,555.64	$4,555.64		
1516 Liford, Kenneth T	10/16/2026	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
			$0.00	$0.00	$2,835.42	$2,865.42	$2,865.42	$2,835.42	$2,835.42		
2557 Radewan, Tonda L	10/16/2026	2,162.12		.00	157.05	126.19	29.51	58.46	42.41	141.85	1,606.65
			.00	.00	2,020.27	2,035.27	2,035.27	2,020.27	2,020.27		
		$2,162.12		$0.00	$157.05	$126.19	$29.51	$58.46	$42.41	$141.85	$1,606.65
			$0.00	$0.00	$2,020.27	$2,035.27	$2,035.27	$2,020.27	$2,020.27		
1378 Sandweiss, Noah S	10/16/2026	3,241.85		.00	432.88	197.19	46.12	92.69	67.24	381.23	2,024.50
			.00	.00	3,180.58	3,180.58	3,180.58	3,180.58	3,180.58		
		$3,241.85		$0.00	$432.88	$197.19	$46.12	$92.69	$67.24	$381.23	$2,024.50
			$0.00	$0.00	$3,180.58	$3,180.58	$3,180.58	$3,180.58	$3,180.58		
10000 0471 Stong, Mary J	10/16/2026	2,865.42		.00	300.70	161.49	37.77	76.10	55.21	436.20	1,797.95
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		$2,865.42		$0.00	$300.70	$161.49	$37.77	$76.10	$55.21	$436.20	$1,797.95
			$0.00	$0.00	$2,579.77	$2,604.77	$2,604.77	$2,579.77	$2,579.77		
504 Swinney, Matthew P	10/16/2026	3,920.42		.00	669.76	243.74	57.00	115.53	83.81	47.32	2,703.26
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		$3,920.42		$0.00	$669.76	$243.74	$57.00	$115.53	$83.81	$47.32	$2,703.26
			$0.00	$0.00	$3,916.40	$3,931.40	$3,931.40	$3,916.40	$3,916.40		
3781 Tamewitz, Steven W	10/16/2026	2,865.43		.00	283.06	170.81	39.95	73.74	53.49	365.85	1,878.53
			.00	.00	2,499.58	2,754.97	2,754.97	2,499.58	2,499.58		
		$2,865.43		$0.00	$283.06	$170.81	$39.95	$73.74	$53.49	$365.85	$1,878.53
			$0.00	$0.00	$2,499.58	$2,754.97	$2,754.97	$2,499.58	$2,499.58		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/16/26 - 10/16/26
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	10/16/2026	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	10/16/2026	4,272.04		.00	496.18	245.35	57.38	109.37	79.34	640.65	2,643.77
			.00	.00	3,707.29	3,957.29	3,957.29	3,707.29	3,707.29		
		$4,272.04		$0.00	$496.18	$245.35	$57.38	$109.37	$79.34	$640.65	$2,643.77
			$0.00	$0.00	$3,707.29	$3,957.29	$3,957.29	$3,707.29	$3,707.29		
728 Wright, Edward E	10/16/2026	2,162.12		.00	190.71	121.35	28.38	77.74	54.25	243.07	1,446.62
			.00	.00	1,957.19	1,957.19	1,957.19	1,957.19	1,957.19		
		$2,162.12		$0.00	$190.71	$121.35	$28.38	$77.74	$54.25	$243.07	$1,446.62
			$0.00	$0.00	$1,957.19	$1,957.19	$1,957.19	$1,957.19	$1,957.19		
HAND - Housing & Neighborhood Dev		$60,806.46		$0.00	$6,188.79	$3,608.68	$843.97	$1,704.31	$1,223.71	$4,477.26	$42,759.74
			$0.00	$0.00	$57,364.47	$58,204.86	$58,204.86	$57,364.47	$57,364.47		
Grand Totals		$60,806.46		$0.00	$6,188.79	$3,608.68	$843.97	$1,704.31	$1,223.71	$4,477.26	$42,759.74
			$0.00	$0.00	$57,364.47	$58,204.86	$58,204.86	$57,364.47	$57,364.47		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/16/2026	Payroll				60,806.46
					60,806.46

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 $ 60,806.46

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_____

Docusign Envelope ID: FC2703DF-0B4F-824E-8085-7F5FAD5B3CB1

CITY OF BLOOMINGTON

Office of the Controller

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: 10/30/2026
Subject: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 10/12/2026 to 10/25/2026. 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:
Geoff McKim
D97582B21FB94BA...

Geoff McKim
Controller

401 North Morton Street, Suite 240, Bloomington, Indiana 47404
812-349-3412 | controller@bloomington.in.gov | bloomington.in.gov

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/30/26 - 10/30/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department **HAND - Housing & Neighborhood Dev**											
10000 0051 Arnold, Michael L	10/30/2026	2,865.43		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.95
			.00	.00	2,729.02	2,829.02	2,829.02	2,729.02	2,729.02		
		$2,865.43		$0.00	$297.15	$175.40	$41.02	$79.37	$57.58	$186.96	$2,027.95
			$0.00	$0.00	$2,729.02	$2,829.02	$2,829.02	$2,729.02	$2,729.02		
3954 Bettis, Jeremy	10/30/2026	3,694.19		.00	473.11	229.04	53.56	108.98	79.06	.00	2,750.44
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		$3,694.19		$0.00	$473.11	$229.04	$53.56	$108.98	$79.06	$0.00	$2,750.44
			$0.00	$0.00	$3,694.19	$3,694.19	$3,694.19	$3,694.19	$3,694.19		
10000 2594 Bixler, Daniel R	10/30/2026	2,162.12		.00	184.05	128.15	29.98	59.84	43.41	133.21	1,583.48
			.00	.00	2,067.05	2,067.05	2,067.05	2,067.05	2,067.05		
		$2,162.12		$0.00	$184.05	$128.15	$29.98	$59.84	$43.41	$133.21	$1,583.48
			$0.00	$0.00	$2,067.05	$2,067.05	$2,067.05	$2,067.05	$2,067.05		
2972 Caswell, Tammy M	10/30/2026	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	$395.54	$185.10	$43.29	$87.48	$69.69	$126.71	$2,123.65
			$0.00	$0.00	$2,965.38	$2,985.38	$2,985.38	$2,965.38	$2,965.38		
10000 0111 Collins, Barry	10/30/2026	1,450.00		.00	200.77	89.90	21.02	42.78	25.38	.00	1,070.15
			.00	.00	1,450.00	1,450.00	1,450.00	1,450.00	1,450.00		
		$1,450.00		$0.00	$200.77	$89.90	$21.02	$42.78	$25.38	$0.00	$1,070.15
			$0.00	$0.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00		
2771 Council, David R	10/30/2026	2,700.11		.00	179.58	153.00	35.78	69.60	50.49	326.98	1,884.68
			.00	.00	2,397.78	2,467.78	2,467.78	2,397.78	2,397.78		
		$2,700.11		$0.00	$179.58	$153.00	$35.78	$69.60	$50.49	$326.98	$1,884.68
			$0.00	$0.00	$2,397.78	$2,467.78	$2,467.78	$2,397.78	$2,397.78		
10000 0187 Finley, Christina L	10/30/2026	4,356.97		.00	618.17	250.03	58.48	117.54	86.09	403.09	2,823.57
			.00	.00	4,022.80	4,032.80	4,032.80	4,022.80	4,022.80		
		$4,356.97		$0.00	$618.17	$250.03	$58.48	$117.54	$86.09	$403.09	$2,823.57
			$0.00	$0.00	$4,022.80	$4,032.80	$4,032.80	$4,022.80	$4,022.80		
3955 Hampton, Sean R	10/30/2026	2,534.81		.00	121.04	149.18	34.89	70.98	51.49	128.67	1,978.56
			.00	.00	2,406.14	2,406.14	2,406.14	2,406.14	2,406.14		
		$2,534.81		$0.00	$121.04	$149.18	$34.89	$70.98	$51.49	$128.67	$1,978.56
			$0.00	$0.00	$2,406.14	$2,406.14	$2,406.14	$2,406.14	$2,406.14		
2393 Hayes, Chastina J	10/30/2026	2,865.42		.00	230.32	166.22	38.87	77.61	46.04	253.76	2,052.60
			.00	.00	2,630.87	2,680.87	2,680.87	2,630.87	2,630.87		
		$2,865.42		$0.00	$230.32	$166.22	$38.87	$77.61	$46.04	$253.76	$2,052.60
			$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 10/30/26 - 10/30/26
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	10/30/2026	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
			$0.00	$0.00	$2,005.51	$2,005.51	$2,005.51	$2,005.51	$2,005.51		
3183 Hyten LaFontaine, Stephanie L	10/30/2026	2,070.47		.00	186.63	125.44	29.35	55.60	40.33	147.27	1,485.85
			.00	.00	1,923.20	2,023.20	2,023.20	1,923.20	1,923.20		
		$2,070.47		$0.00	$186.63	$125.44	$29.35	$55.60	$40.33	$147.27	$1,485.85
			$0.00	$0.00	$1,923.20	$2,023.20	$2,023.20	$1,923.20	$1,923.20		
3306 Killion-Hanson, Anna	10/30/2026	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
			$0.00	$0.00	$4,555.64	$4,555.64	$4,555.64	$4,555.64	$4,555.64		
1516 Liford, Kenneth T	10/30/2026	2,865.42		.00	232.10	177.66	41.55	83.65	60.68	57.30	2,212.48
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		$2,865.42		$0.00	$232.10	$177.66	$41.55	$83.65	$60.68	$57.30	$2,212.48
			$0.00	$0.00	$2,835.42	$2,865.42	$2,865.42	$2,835.42	$2,835.42		
2557 Radewan, Tonda L	10/30/2026	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
			$0.00	$0.00	$2,020.26	$2,035.26	$2,035.26	$2,020.26	$2,020.26		
1378 Sandweiss, Noah S	10/30/2026	3,241.85		.00	432.88	197.20	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.58	3,180.58	3,180.58	3,180.58	3,180.58		
		$3,241.85		$0.00	$432.88	$197.20	$46.12	$92.69	$67.24	$381.23	$2,024.49
			$0.00	$0.00	$3,180.58	$3,180.58	$3,180.58	$3,180.58	$3,180.58		
10000 0471 Stong, Mary J	10/30/2026	2,865.42		.00	300.70	161.50	37.77	76.10	55.21	436.20	1,797.94
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		$2,865.42		$0.00	$300.70	$161.50	$37.77	$76.10	$55.21	$436.20	$1,797.94
			$0.00	$0.00	$2,579.77	$2,604.77	$2,604.77	$2,579.77	$2,579.77		
504 Swinney, Matthew P	10/30/2026	3,920.42		.00	669.76	243.75	57.01	115.53	83.81	47.32	2,703.24
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		$3,920.42		$0.00	$669.76	$243.75	$57.01	$115.53	$83.81	$47.32	$2,703.24
			$0.00	$0.00	$3,916.40	$3,931.40	$3,931.40	$3,916.40	$3,916.40		
3781 Tamewitz, Steven W	10/30/2026	2,865.42		.00	283.06	170.80	39.95	73.74	53.49	365.85	1,878.53
			.00	.00	2,499.57	2,754.96	2,754.96	2,499.57	2,499.57		
		$2,865.42		$0.00	$283.06	$170.80	$39.95	$73.74	$53.49	$365.85	$1,878.53
			$0.00	$0.00	$2,499.57	$2,754.96	$2,754.96	$2,499.57	$2,499.57		

Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/30/26 - 10/30/26
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	10/30/2026	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	10/30/2026	4,272.04		.00	484.18	245.36	57.38	106.42	77.20	740.65	2,560.85
			.00	.00	3,607.29	3,957.29	3,957.29	3,607.29	3,607.29		
		$4,272.04		$0.00	$484.18	$245.36	$57.38	$106.42	$77.20	$740.65	$2,560.85
			$0.00	$0.00	$3,607.29	$3,957.29	$3,957.29	$3,607.29	$3,607.29		
728 Wright, Edward E	10/30/2026	2,162.11		.00	190.71	121.35	28.38	77.74	54.25	243.07	1,446.61
			.00	.00	1,957.18	1,957.18	1,957.18	1,957.18	1,957.18		
		$2,162.11		$0.00	$190.71	$121.35	$28.38	$77.74	$54.25	$243.07	$1,446.61
			$0.00	$0.00	$1,957.18	$1,957.18	$1,957.18	$1,957.18	$1,957.18		
HAND - Housing & Neighborhood Dev		$62,876.88		$0.00	$6,363.42	$3,734.16	$873.33	$1,756.96	$1,261.90	$4,659.53	$44,227.58
			$0.00	$0.00	$59,187.62	$60,228.01	$60,228.01	$59,187.62	$59,187.62		
Grand Totals		$62,876.88		$0.00	$6,363.42	$3,734.16	$873.33	$1,756.96	$1,261.90	$4,659.53	$44,227.58
			$0.00	$0.00	$59,187.62	$60,228.01	$60,228.01	$59,187.62	$59,187.62		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/30/2026	Payroll				62,876.88
					62,876.88

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **$ 62,876.88**

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_____

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, October 5, 2026, at 3:30 p.m. in the Showers City Hall, Hooker Conference Room, 401 North Morton Street, Suite 245, Bloomington, Indiana 47404

Redevelopment Commission Members Present:
Deborah Myerson
Sue Sgambelluri
Laurie McRobbie
John West
Randy Cassady (Virtually)

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
Michael Diekhoff, Police Chief
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)
Anna Dragovich, Capital Projects Manager, ESD

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

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

_____ _____
Deborah Myerson, President John West, Secretary

_____
Date

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, October 19, 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:
Brian Storey
Chris Manley (Virtually)
John Fernandez

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

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

_____ _____
Deborah Myerson, President John West, Secretary

_____
Date

The Redevelopment Commission Met on Monday, October 19, 2026, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:

1. Roll Call

Commission members present in person:

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

Commission members present via Zoom:

Laurie McRobbie
Sam Fleener, MCCSC Representative

City staff and elected officials present:

Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND)
Christina Finley, Assistant Director, HAND
Tammy Caswell, Financial Specialist, HAND
Dana Robert Kerr, Assistant City Attorney, Legal Department
Margie Rice, Corporate Counsel, Legal Department (Zoom)
Geoff McKim, City Controller
Anna Dragovich, Capital Projects Manager, Economic & Sustainable Development (ESD)

2. Reports

A. Director's Report

Anna Killion-Hansonwas available for questions.

B. Legal Report

Dana Kerr was available for questions.

C. Treasurer's Report

Geoff McKimwas available for questions.

D. Business Development Update

No report

3. Claims

A. October 9, 2026

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

John Westmoved to approve the claims register for October 9, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously by roll-call vote.

4. Minutes

A. October 5, 2026

Deborah Myersonasked for public comments. There were no public comments.

John Westmoved to approve the October 5, 2026 meeting minutes. Randy Cassady seconded the motion. The motion passed unanimously by roll-call vote.

5. New Business

A. Resolution 26-80: Authorization for Expenditure of Funds Necessary to Effectuate the Purposes of Resolution 26-38 Regarding Completion of the Secondary Plat of Hopewell South and Related Matters

Dana Kerr presented Resolution 26-80.

Deborah Myersonasked for public comments. There were no public comments.

Randy Cassadymoved to approve Resolution 26-80, as amended. John West seconded the motion. The motion passed unanimously by roll-call vote.

B. Resolution 26-81: Approval of Reimbursement for Partial Cost of Installation of Fire Suppression System at Visit Bloomington Unit at Fourth Street Garage

Anna Killion-Hanson presented Resolution 26-81.

Deborah Myersonasked for public comments. There were no public comments.

Sue Sgambelluri moved to approve Resolution 26-81. John Westseconded the motion. The motion passed unanimously by roll-call vote.

6. General Discussion

Anna Dragovich shared that staff has opened the RFP for architectural services for the BPD project at 714 S. Rogers. The RFP will close on November 6, 2026. Staff is seeking a Commission member to serve on the evaluation committee. Randy Cassady agreed to serve on the committee.

7. Adjournment

John Westmoved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 5:15 pm.

Deborah Myerson, President

John West, Secretary

Date: _____

26-82
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

DETERMINATION OF ANNUAL SPENDING PLAN FOR CALENDAR YEAR 2027

BE IT RESOLVED by the Bloomington Redevelopment Commission (the "Commission") that for the expenses for the year ending December 31, 2027, the sums herein specified shall be held to include all expenditures authorized to be made during the year.

The Commission recognizes that the 2027 Bloomington TIF Spending Plan ("Exhibit A") has been prepared using information currently available to the Commission, and that unexpected opportunities or needs may arise in 2027 making it appropriate for the Commission to make expenditures not anticipated by this Spending Plan, including:

1) unanticipated opportunities for interest rate savings on debt, which may make it appropriate for the Redevelopment Commission to use revenues on hand to pay down the debt prior to its scheduled maturity, or to issue refunding bonds and spend the proceeds thereof to refinance the debt;

2) unanticipated economic development opportunities making it appropriate for the Commission to make expenditures not anticipated by this Spending Plan in order to provide an incentive for attractive economic development and redevelopment opportunities;

3) the expenditure of gifts from philanthropic individuals, organizations or business entities;

4) the expenditure of funds from unanticipated State or federal grants; or,

5) the expenditures of funds to provide matching funds required for unanticipated State of federal grants.

In such an event or other similar events, or if amendments to the Spending Plan are otherwise needed, the Redevelopment Commission will comply with the instructions provided by the Department of Local Government Finance.

NOW, THEREFORE, BE IT RESOLVED by the Bloomington Redevelopment Commission that the referenced Exhibit A shall be effective for Calendar Year 2027.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Deborah Myerson, President

Sue Sgambelluri, Vice-President

John West, Secretary

Laurie McRobbie, Member

Randy Cassady, Member

Bloomington RDC 2027 TIF Spending Plan - Exhibit A	
a. Debt Payments	**$ 13,489,116**
Walnut St. Garage Lease	$ 267,720
Bank Fees	$ 1,150
Morton St. Garage Lease	$ 575,549
CTP Bond	$ 1,034,897
General Revenue Bonds, 2021	$ 148,692
2024 Refunding Bonds	$ 2,988,275
Est. Summit Debt	$ 1,380,029
Est. Police Debt	$ 1,707,606
Est. Hopewell Bonds	$ 2,285,014
Bond Transfers (2019 Bonds)	$ 2,714,145
Meridiam TIF EDA	$ 386,039
b. Educational and Training Programs	**$ -**
c. Capital Expenditures	**$ 22,712,500**
Annual Property Appraisals	$ 57,500
Annual BCT Theater Improvements	$ 85,100
Hopewell	$ 10,350,000
Summit Project	$ 575,000
Garage Expenses	$ 144,900
Any New Projects	$ 11,500,000
d. Grants and Contributions	**$ -**
e. Professional Expenses	**$ 172,500**
f. Capital and Operating for Police/Fire (Police Station)	**$ 5,750,000**
g. Operating Expenses	**$ -**
h. Military Base Expenditures	**$ -**
i. Efficiency Programs	**$ -**
j. Reimbursements - Training	**$ -**
k. Reimbursements - Unit	**$ -**

l.	**Finance Proceeds Expenditures**	**$ 111,090,000**
	Police Station	$ 40,250,000
	Hopewell	$ 44,275,000
	Summit	$ 26,565,000
m.	**Expenditures from Property Tax Levy**	**$ -**
n.	**Expenditures from State or Federal Grants/Loans**	**$ -**
o.	**Other Anticipated Expenditures**	**$ -**
	Total Spending	**$ 153,214,116**



9000 Keystone Crossing.
Ste 660
Indianapolis, IN 46240

PH: 1-317-820-3440
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26-83
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND CROSSROAD ENGINEERS, PC FOR ENGINEERING ASSESSMENT FOR TAPP AND VANGUARD IMPROVEMENTS

WHEREAS, the RDC, by Resolution 25-127, earmarked Five Million Dollars ($5,000,000) for professional design and service fees for a series of infrastructure projects located in the southwestern region of Bloomington that would strengthen the transportation and utility networks in that area to allow for opportunities for development as well as enhance accessibility;

WHEREAS, the Summit District Planned Unit Development (PUD) is located within said southwestern region and the PUD requires the construction of a section of Adams Street that crosses the PUD and that will connect two existing sections of Adams Street, completed during developments to the north and south; furthermore, Sudbury Drive is to be extended to the new section of Adams Street;

WHEREAS, the RDC, by Resolution 26-20, approved an Agreement between the City of Bloomington, the RDC, and the Sudbury Development Partners, LLC, regarding the public infrastructure improvements at the Summit District Planned Unit Development (PUD), in which the RDC agreed to pay claims for the said design under certain terms and conditions;

WHEREAS, the RDC, by Resolution 26-47, acknowledged that the Summit PUD Sudbury Development Partners, LLC, through their authorized developer, TRG Development, LLC, had negotiated for the public infrastructure design scope with Stantec Consulting Services, Inc. for an Estimated Project Total Cost of One Million One Hundred Eighty-Eight Thousand Dollars ($1,188,000.00) and that such costs should be paid from the funds earmarked in Resolution 25-127;

WHEREAS, an additional necessary infrastructure component is improvements to the intersection of West Tapp Road and South Vanguard Parkway with the initial services being to perform a Survey Data Collection and Route Survey and an Engineering Assessment;

WHEREAS, the Engineering Department of the City of Bloomington has negotiated a Professional Services Agreement (Attachment 1) with CrossRoad Engineers, PC to perform said initial services for an amount not to exceed Fifty Thousand Seven Hundred Twenty-Five Dollars ($50,725.00), which, being a public works project, would be contracted with the Public Works Board;

WHEREAS, the RDC finds that the West Tapp Road and South Vanguard Parkway

intersection improvement project is a necessary component of the larger southwestern region infrastructure improvements contemplated in Resolution 25-147; and,

WHEREAS, the RDC finds the project costs stated hereinabove to be reasonable and a necessary expense to promote and support economic development by providing infrastructure that will significantly benefit the Consolidated TIF EDA pursuant to Indiana Code 36-7-25-3.

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

1. The Bloomington Redevelopment Commission approves the Professional Services Agreement between the City of Bloomington, included herewith as Attachment 1, and approves funding in an amount not to exceed Fifty Thousand Seven Hundred Twenty-Five Dollars ($50,725.00) for the scope of services detailed therein.

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

3. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on August 25, 2028.

4. The Bloomington Redevelopment Commission authorizes City Staff to conduct all activities and complete all documentation required to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____

Date

Staff Report: Approve Funding for Engineering Services Contract with CrossRoad Engineers, PC for Engineering Assessment at Tapp and Vanguard Intersection Improvements

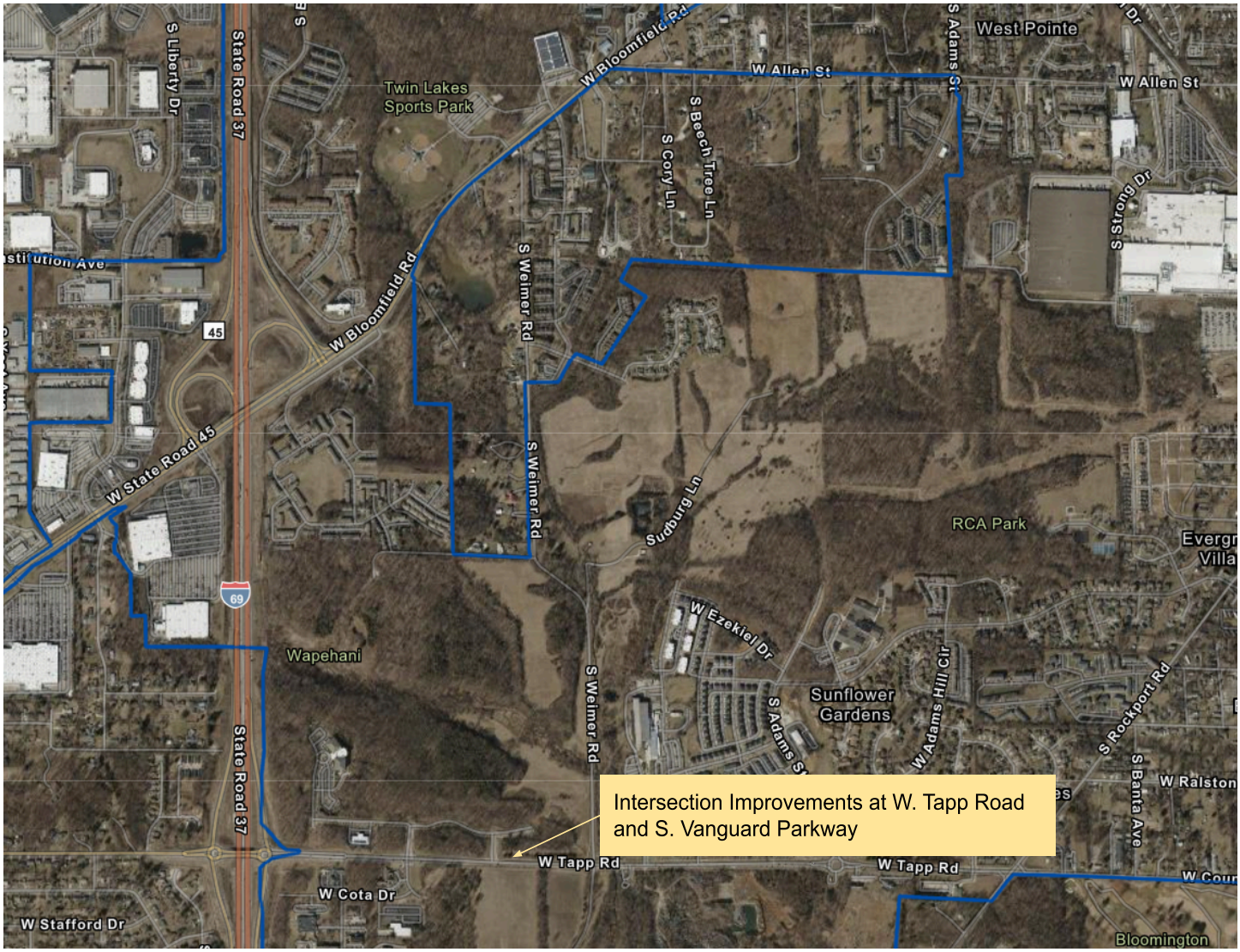
To: Redevelopment Commission (for funding)
Petitioner or Representative: Engineering Department
Staff Representative: Michael Labitzke
Event Date: N/A
Meeting Date: November 2, 2026
Re: Approve Funding for Engineering Services Contract with CrossRoad Engineers, PC for PE Design for Engineering Assessment at Tapp and Vanguard for Intersection Improvements

Summary

This new contract with CrossRoad Engineers will provide preliminary engineering services to complete a survey and an engineering assessment of improvements at the intersection of West Tapp Road and South Vanguard Parkway.

The constructed projects will improve the transportation network in the southwest portion of the city.

Map Attached.


West Pointe
W Allen St
W Allen St
Twin Lakes
Sports Park
W Bloomfield Rd
S Liberty Dr
State Road 37
S Beech Tree Ln
S Cory Ln
S Strong Dr
S Weimer Rd
W Bloomfield Rd
45
W State Road 45
S Weimer Rd
Sudburg Ln
RCA Park
69
W Ezekiel Dr
Wapehani
S Weimer Rd
Sunflower
Gardens
W Adams Hill Cir
S Rockport Rd
W Ralston
S Banta Ave
Intersection Improvements at W. Tapp Road
and S. Vanguard Parkway
State Road 37
W Tapp Rd
W Tapp Rd
W Cota Dr
W Stafford Dr
Bloomington

Professional Services Agreement for Services between the City of Bloomington Engineering Department and CrossRoad Engineers, PC

Professional Service Agreement

This agreement for services (the "Agreement") is entered into by and between the City of Bloomington, Indiana, and its Engineering Department ("Department"), by its Public Works Board ("Board") (collectively the "City"), and CrossRoad Engineers, PC ("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 critical importance and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**

a. Effective Date. The effective date for this contract is the date last entered in the signature blocks below.

b. Term. This Agreement shall commence on the effective date and expire on the 25th day of August, 2028.

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 [Fifty Thousand Seven Hundred Twenty Five Dollars ($50,725.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. If applicable and as outlined in **Exhibit "B"**, Contractor may submit invoices on an ongoing basis for services completed under this Agreement. Any such invoices will provide descriptive detail and costs of the work completed under this Agreement. The total of all ongoing invoices shall not exceed the total amount set forth in this paragraph. The invoice shall be sent to: Michael Labitzke, City of Bloomington, 401 N. Morton Street, Suite 200, Bloomington IN 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 skill and care ordinarily exercised by members of the same profession under similar circumstances ("Standard of Care"). The City may review the Services for conformance with the Standard of Care, using objective industry criteria, and shall not unreasonably withhold its approval as to the adequacy of such performance. If any portion of the Services fails to meet the Standard of Care, Contractor will, without additional compensation, correct or replace such Services to the extent the deficiency is caused by Contractor's failure to meet the Standard of Care and within a mutually agreed reasonable timeframe.

5. Accessibility Compliance. Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at https://www.w3.org/WAI/standards-guidelines/wcag/ . If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department

or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

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

7. Appropriation of Funds. If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty upon written notice. In such event, the City shall pay Contractor for all Services performed through the effective date of termination. The City shall not intentionally fail to appropriate or otherwise make funds unavailable for the purpose of avoiding its obligations under this Agreement.

8. Schedule. Subject to the Standard of Care, Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. If applicable, Exhibit B may also provide a schedule for ongoing compensation, as indicated in Paragraph 3 of this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

9. Identity of Contractor. Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C".** Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project

10.Ownership of Documents and Intellectual Property. All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to

the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

11. Independent Contractor Status. Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees. In the event Contractor has not made an election under IC 22-3-6-1(b)(4)-(5), the City requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed and to comply with all applicable requirements in IC 22-3-6 et seq.

12.Indemnification. Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence. Contractor shall indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability to the extent caused by Contractor's negligence, recklessness, or willful misconduct. With respect to cybercrime, Contractor shall indemnify the City only to the extent such cybercrime results from Contractor's failure to exercise commercially reasonable cybersecurity practices within Contractor's control. Contractor shall not be responsible for cybercrime arising from or occurring within the City's systems, networks, platforms, or third-party environments outside Contractor's control.

Contractor shall have no duty to defend the City, but shall reimburse the City for reasonable defense costs to the extent a final determination establishes Contractor's negligence, recklessness, or willful misconduct.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental Contractor contracting to provide professional services, then Contractor shall not have the duty to defend

against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's professional willful misconduct or negligence.

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

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

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

b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is $1,000,000 each accident.

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. Professional Liability/Errors and Omissions: $1,000,000 per occurrence, $2,000,000 aggregate

e. Umbrella/Excess Liability with a required limit of $1,000,000.

f. Cyber Attack and Cyber Extortion.
- Computer Attack Limit (Annual Aggregate) of $1,000,000;
- Sublimit (Per Occurrence) for Cyber Extortion of $100,000; and
- Computer attack and Cyber Extortion deductible (per occurrence) of $10,000.

g. Network Security Liability.
- Limit (Annual Aggregate) of $1,000,000; and
- Deductible (per occurrence) of $10,000.

h. Electronic Media Liability.
- Limit (Annual Aggregate) of $1,000,000; and
- Deductible (Per Occurrence) of $10,000.

i. Fraudulent Impersonator Coverage.
- Limit (Annual Aggregate) of $250,000; and
- Deductible (Per Occurrence) of $5,000.

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

Contractor shall provide a Certificate of Insurance showing each insurance policy to the City prior to the commencement of work under this Agreement or within ten (10) days of the effective date, whichever is earlier, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.
If the Contractor has not taken a Worker's Compensation election under IC 22-3-6-1(b)(4)-(5), then the City requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed.

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

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

17.Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid

provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

23.Compliance with Laws. In performing the Services under this Agreement, Contractor shall exercise the standard of care to comply with any and all applicable

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

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

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

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

To City:

City of Bloomington
Attn: Michael Labitzke, 401 N. Morton Street, Suite 200, Bloomington, IN 47404

To Contractor:

CrossRoad Engineers, PC
Attn: Trent Newport, 115 N. 17th Avenue, Beech Grove, IN 46107

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

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

a. This Agreement

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.

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

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

Exhibit “A” Scope Of Work

PROJECT DESCRIPTION

This project involves improvements at the intersection of Tapp Road and Vanguard Road. Exact improvements will be determined through an intersection improvement study, which is included in this proposal. A supplemental for intersection improvement design based on the approved report will be submitted once the report is completed. Construction for this project will be funded utilizing Federal dollars; therefore, the design will follow federal guidelines.

DESCRIPTION OF ANTICIPATED WORK ELEMENTS

Survey Data Collection and Route Survey – The project limits will be surveyed in accordance with Indiana Code and the INDOT Design Manual. Limits at the intersection of Tapp Road and Vanguard Road will include 500 feet in each direction. Upon the completion of the field work, we will establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one foot interval contours; and add all relative survey notes to the drawings. A Route Survey Plat will be prepared in accordance with Section 865 of the Indiana Administrative Code.

Engineering Assessment – This work includes the reconnaissance, research, and analysis to determine the infrastructure improvements needed for the intersection of Tapp Road and Vanguard Road. Following the field and office work, a formal report will be prepared and distributed for review, discussion, approval and implementation. The primary goal of the assessment is to estimate the impacts of the project, including costs. Evaluation will be made for the intersection of Tapp Road and Vanguard Road, concentrating on the determination of the most cost effective and safest intersection treatment. We will utilize the traffic data previously provided to us by the City.

Road Design and Plan Preparation –A supplemental will be provided after the results of the Engineering Assessment have been approved.

Environmental Documentation – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Geotechnical Evaluation – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Pavement Design – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Utility Coordination – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Landscape Design and Plan Preparation – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Public Information Meeting – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Regulatory Submittals – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Right of Way Engineering – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Right of Way Acquisition Services – A supplemental will be provided after the results of the Engineering Assessment have been approved.The Services shall include the following**:**

Construction Administration – A supplemental will be provided after the results of the Engineering Assessment have been approved.

Exhibit “B” Compensation Schedule

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

A.	Topographic Survey Collection and Route Survey	$ 39,925
B.	Engineering Assessment	$ 10,800
C.	Road Design and Plan Preparation	$ 0
D.	Environmental Documentation	$ 0
E.	Geotechnical Investigation	$ 0
F.	Pavement Design	$ 0
G.	Utility Coordination	$ 0
H.	Landscape Design and Plan Preparation	$ 0
I.	Public Information Meeting	$ 0
J.	Regulatory Submittals	$ 0
	Total Section	$ 50,725

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

K.	Construction Administration	$ 0
	Total Section	$ 0

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

Exhibit “B” Schedule

Project Schedule

Compensation Schedule (if applicable)

Exhibit “B” Schedule

Topographic survey will be completed within 60 days after Notice to Proceed.

Location Control Route Survey will be completed within 90 days after Notice to Proceed.

Engineering Assessment will be completed within 60 days after Notice to Proceed.

Exhibit “C” Affidavit Regarding E-Verify

Affidavit Regarding E-Verify If Contractor Has Employees

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

1. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.

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

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

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

***S*ignatures are on the Signature Page, found at the end of the contract, following the Exhibits.**

Signature Page

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

Signatures

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

City of Bloomington

Signature:

Full Name: Elizabeth Karon

Date Signed:

Title: President, Board of Public Works

Signature:

Full Name: Margie Rice

Date Signed:

Title: Corporation Counsel

Signature:

Full Name: Andrew Cibor

Date Signed:

Title: City Engineer

CrossRoad Engineers, PC

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

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

Signature:

Full Name: Trent E. Newport, PE, PS

Date Signed:

Title: President

Attest:

Signature:

Full Name: Mark A. Beck, PE

Date Signed:

Title: Vice-President

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[1]Is this through Public Works or Engineering?
[2]Is this through Public Works or Engineering?

26-84

RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND CROSSROAD ENGINEERS, PC FOR ENGINEERING ASSESSMENT FOR SOUTH WEIMER ROAD RELOCATION AND WEIMER/BLOOMFIELD INTERSECTION IMPROVEMENTS

WHEREAS, the RDC, by Resolution 25-127, earmarked Five Million Dollars ($5,000,000) for professional design and service fees for a series of infrastructure projects located in the southwestern region of Bloomington that would strengthen the transportation and utility networks in that area to allow for opportunities for development as well as enhance accessibility;

WHEREAS, the Summit District Planned Unit Development (PUD) is located within said southwestern region and the PUD requires the construction of a section of Adams Street that crosses the PUD and that will connect two existing sections of Adams Street, completed during developments to the north and south; furthermore, Sudbury Drive is to be extended to the new section of Adams Street;

WHEREAS, the RDC, by Resolution 26-20, approved an Agreement between the City of Bloomington, the RDC, and the Sudbury Development Partners, LLC, regarding the public infrastructure improvements at the Summit District Planned Unit Development (PUD), in which the RDC agreed to pay claims for the said design under certain terms and conditions;

WHEREAS, the RDC, by Resolution 26-47, acknowledged that the Summit PUD Sudbury Development Partners, LLC, through their authorized developer, TRG Development, LLC, had negotiated for the public infrastructure design scope with Stantec Consulting Services, Inc. for an Estimated Project Total Cost of One Million One Hundred Eighty-Eight Thousand Dollars ($1,188,000.00) and that such costs should be paid from the funds earmarked in Resolution 25-127;

WHEREAS, the RDC, by Resolution 26-83, approved the funding for a Survey Data Collection and Route Survey and an Engineering Assessment for the intersection of West Tapp Road and South Vanguard Parkway for an amount not to exceed Fifty Thousand Seven Hundred Twenty-Five Dollars ($50,725.00);

WHEREAS, an additional necessary infrastructure component is the relocation of a portion of Weimer Road and improvements to the intersection of Weimer Road and Bloomfield Road with the initial services being to perform preliminary engineering services services to prepare construction plans;

WHEREAS, the Engineering Department of the City of Bloomington has negotiated a Professional Services Agreement (Attachment 1) with CrossRoad Engineers, PC to perform said initial services for an amount not to exceed Five Hundred Eighty-Eight Thousand One Hundred Dollars ($588,100.00), which, being a public works project, would be contracted with the Public Works Board;

WHEREAS, the RDC finds that the relocation of a portion of Weimer Road and improvements to the intersection of Weimer Road and Bloomfield Road are necessary components of the larger southwestern region infrastructure improvements contemplated in Resolution 25-147; and,

WHEREAS, the RDC finds the project costs stated hereinabove to be reasonable and a necessary expense to promote and support economic development by providing infrastructure that will significantly benefit the Consolidated TIF EDA pursuant to Indiana Code 36-7-25-3.

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

1. The Bloomington Redevelopment Commission approves the Professional Services Agreement between the City of Bloomington, included herewith as Attachment 1, and approves funding in an amount not to exceed Five Hundred Eighty-Eight Thousand One Hundred Dollars ($588,100.00) for the scope of services detailed therein.

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

3. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on August 25, 2028.

4. The Bloomington Redevelopment Commission authorizes City Staff to conduct all activities and complete all documentation required to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____ _____
John West, Secretary Date

Staff Report: Approve Funding for Engineering Services Contract with CrossRoad Engineers, PC for Preliminary Engineering Design for S.Weimer Road Relocation and Weimer/Bloomfield Intersection Improvements

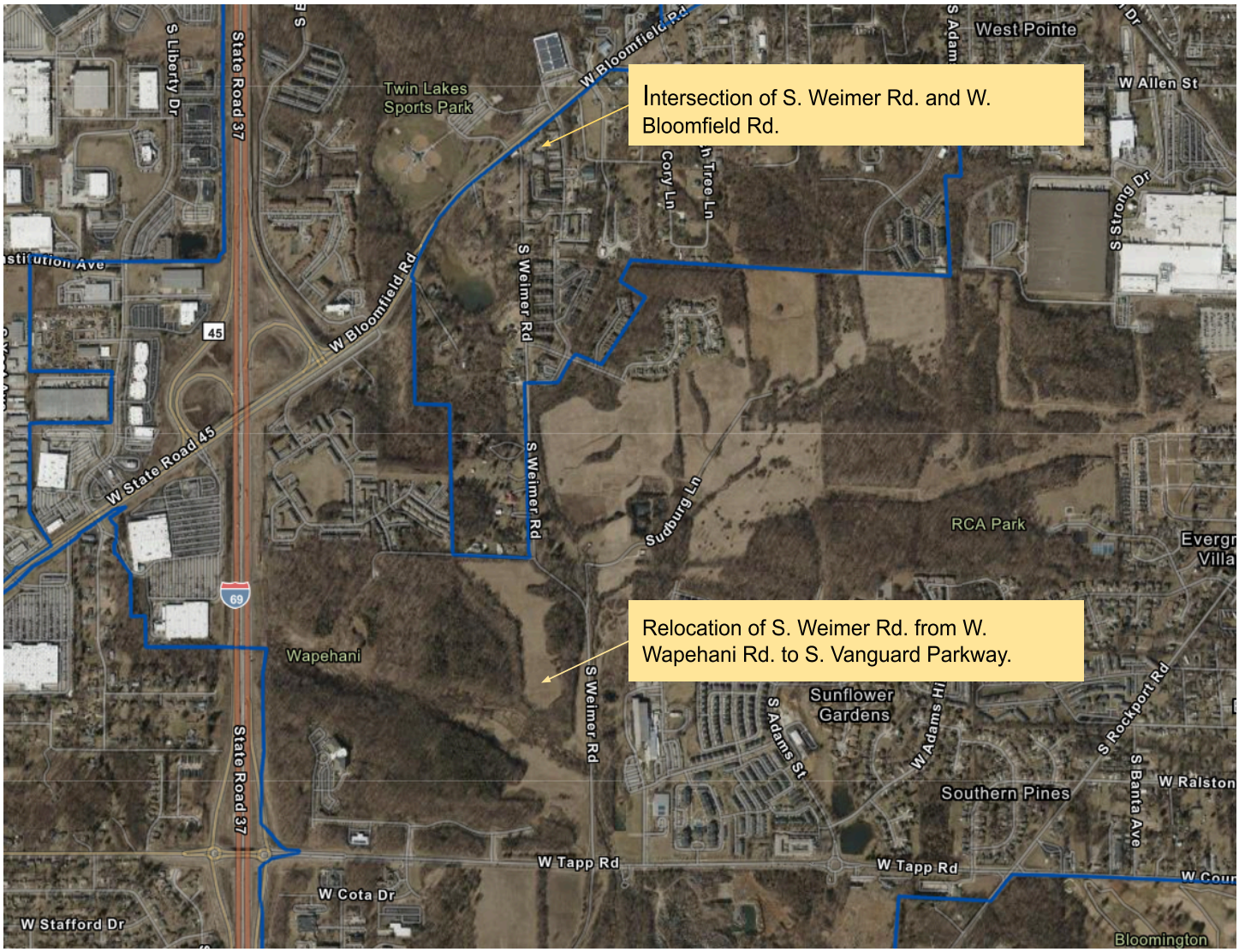
To: Redevelopment Commission (for funding)
Petitioner or Representative: Engineering Department
Staff Representative: Michael Labitzke
Event Date: N/A
Meeting Date: November 2, 2026
Re: Approve Funding for Engineering Services Contract with CrossRoad Engineers, PC for PE Design for Preliminary Engineering Design for S. Weimer Road Relocation and Weimer/Bloomfield Intersection Improvements Engineering Assessment

Summary

This new contract with CrossRoad Engineers will provide preliminary engineering services to prepare construction plans for the relocation of South Weimer Road from West Wapahani Road to the intersection of West Schmaltz Road and South Vanguard Parkway and the engineering assessment of improvements at the intersection of West Bloomfield Road and South Weimer Road.

The constructed projects will improve the transportation network in the southwest portion of the city.

Map Attached.


Intersection of S. Weimer Rd. and W. Bloomfield Rd.
Relocation of S. Weimer Rd. from W. Wapehani Rd. to S. Vanguard Parkway.
West Pointe
W Allen St
Twin Lakes Sports Park
W Bloomfield Rd
S Liberty Dr
State Road 37
S Weimer Rd
Cory Ln
S Strong Dr
W Bloomfield Rd
45
W State Road 45
Sudbury Ln
RCA Park
69
Wapehani
Sunflower Gardens
S Adams St
W Adams St
S Rockport Rd
Southern Pines
W Ralston
S Banta Ave
W Tapp Rd
W Cota Dr
W Stafford Dr
Bloomington

Professional Services Agreement for Services between the City of Bloomington Engineering Department and CrossRoad Engineers, PC

Professional Service Agreement

This agreement for services (the "Agreement") is entered into by and between the City of Bloomington, Indiana, and its Engineering Department ("Department"), by its Public Works Board ("Board") (collectively the "City"), and CrossRoad Engineers, PC ("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 critical importance and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
   a. Effective Date. The effective date for this contract is the date last entered in the signature blocks below.

   b. Term. This Agreement shall commence on the effective date and expire on the 25th day of August, 2028.

   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 [Five Hundred Eighty Eight Thousand One Hundred] ($588,100.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. If applicable and as outlined in **Exhibit "B"**, Contractor may submit invoices on an ongoing basis for services completed under this Agreement. Any such invoices will provide descriptive detail and costs of the work completed under this

Agreement. The total of all ongoing invoices shall not exceed the total amount set forth in this paragraph. The invoice shall be sent to: Michael Labitzke, City of Bloomington, 401 N. Morton Street, Suite 200, Bloomington IN 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 skill and care ordinarily exercised by members of the same profession under similar circumstances ("Standard of Care"). The City may review the Services for conformance with the Standard of Care, using objective industry criteria, and shall not unreasonably withhold its approval as to the adequacy of such performance. If any portion of the Services fails to meet the Standard of Care, Contractor will, without additional compensation, correct or replace such Services to the extent the deficiency is caused by Contractor's failure to meet the Standard of Care and within a mutually agreed reasonable timeframe.

5. **Accessibility Compliance.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at https://www.w3.org/WAI/standards-guidelines/wcag/ . If digital services or deliverables are not accessible pursuant to these standards, Department may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the Department or City may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

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

7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty upon written notice. In such event, the City shall pay Contractor for all Services performed through the effective date of termination. The City shall not intentionally fail to appropriate or

otherwise make funds unavailable for the purpose of avoiding its obligations under this Agreement.

8. **Schedule.** Subject to the Standard of Care, Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. If applicable, Exhibit B may also provide a schedule for ongoing compensation, as indicated in Paragraph 3 of this Agreement. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C".** Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project

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

11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees. In the event Contractor has not made an election under IC 22-3-6-1(b)(4)-(5), the City requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed and to comply with all applicable requirements in IC 22-3-6 et seq.

12. **Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence. Contractor shall indemnify, and hold harmless the City of Bloomington,

the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability to the extent caused by Contractor's negligence, recklessness, or willful misconduct. With respect to cybercrime, Contractor shall indemnify the City only to the extent such cybercrime results from Contractor's failure to exercise commercially reasonable cybersecurity practices within Contractor's control. Contractor shall not be responsible for cybercrime arising from or occurring within the City's systems, networks, platforms, or third-party environments outside Contractor's control.

Contractor shall have no duty to defend the City, but shall reimburse the City for reasonable defense costs to the extent a final determination establishes Contractor's negligence, recklessness, or willful misconduct.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana. Each party acknowledges and agrees that any controversy that may arise under this agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

22. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take

appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.

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

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

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

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

To City:

City of Bloomington
Attn: Michael Labitzke, 401 N. Morton Street, Suite 200, Bloomington, IN 47404

To Contractor:

CrossRoad Engineers, PC
Attn: Trent Newport, 115 N. 17th Avenue, Beech Grove, IN 46107

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

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

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.

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

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

Exhibit “A” Scope Of Work

PROJECT DESCRIPTION

This project involves the extension / replacement of Weimer Road, relocating Weimer Road to the west to Vanguard Parkway. The new roadway will continue north from Schmalz Road approximately 2,500 ft to the existing intersection of Weimer Road and Wapehani Road. The roadway will be designed per the Bloomington Transportation Plan in conjunction with the Bloomington UDO. The roadway will be an urban (curbed) section consisting of two travel lanes, bike lanes, sidewalks/paths, and grass strips. It is anticipated that there will be intensive coordination with the developer of the Summit District throughout design development.

The project also involves improvements at the intersection of Weimer Road and Bloomfield Road. Exact improvements will be determined through an intersection improvement study, which is included in this proposal. A supplemental for intersection improvement design based on the approved report will be submitted once the report is completed.

DESCRIPTION OF ANTICIPATED WORK ELEMENTS

Survey Data Collection and Route Survey – The project limits will be surveyed in accordance with Indiana Code and the INDOT Design Manual. Limits will include a 150 wide swath for the Weimer Road relocation, the exact location of which will be determined as part of the engineering assessment. Surveyed cross section intervals will be generally at 50 feet. Limits at the intersection of Weimer Road and Bloomfield Road will include 500 feet in each direction. Upon the completion of the field work, we will establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one foot interval contours; and add all relative survey notes to the drawings. A Route Survey Plat will be prepared in accordance with Section 865 of the Indiana Administrative Code.

Engineering Assessment – This work includes the reconnaissance, research, and analysis to determine the precise alignment of the roadway extension as well as to determine the infrastructure improvements needed for the intersections of Bloomfield Road and Weimer Road. Following the field and office work, a formal report will be prepared and distributed for review, discussion, approval and implementation. The primary goal of the assessment is to estimate the impacts of the project, including costs. It is anticipated that, where right of way has yet to be dedicated for Weimer Road, more specifically from the intersection of Weimer Road and Wapenhani Road south approximately 2,100 feet to Mill Creek Phase 2 Section 1, Lot 22 (see attached map), two alignment alternates will be evaluated. Factors involved in selecting the alignment alternatives include: minimizing impacts to any watercourse crossings and existing trails, and overall project costs. Similar

evaluation will be made for the intersection of Bloomfield Road and Weimer Road, concentrating on the determination of the most cost effective and safest intersection treatment. We will utilize the traffic data previously provided to us by the City.

Road Design and Plan Preparation – In general, this task involves the preparation of design plans and bidding documents to allow the selected alternative presented in the Engineering Assessment Report to be constructed. All of this work will be performed in accordance with FHWA, INDOT and City of Bloomington guidelines and standards. Submittals will include Stage 1 Review and Stage 2 Review, in addition to the required Stage 3 and Final Plan submittals. Drainage design will include detention design to satisfy the MS4. It is assumed that there will be up to 2 separate drainage detention basins required. Green infrastructure will be designed per City Standards. Lighting layout will be designed, utilizing Duke lights. It is also anticipated that there will be extensive coordination meetings with both City of Bloomington staff and the developer of Mill Creek. Bid documents will be produced; it is assumed that the City of Bloomington PM will put together the final CIB, bid tabs and award the project.

This proposal does not include design of any sanitary sewer or water main facilities. If desired, this task will be added via supplemental to this contract.

This proposal does not include design of the intersection of Bloomfield Road and Weimer Road; a supplemental will be provided after the results of the Engineering Assessment have been approved.

Bridge Design and Plan Preparation – It is anticipated that a bridge will be required to cross the unnamed tributary to Salt Creek near the middle of the Weimer Road realignment. This task will include design of one bridge structure, including structure size and type recommendations as well as hydraulic analysis utilizing HEC-RAS in anticipation of obtaining a Construction in a Floodway permit. Bridge plan sheets will be incorporated into the roadway plans, and follow the same submittal schedule as the roadway. Design of the bridge will be coordinated with Monroe County, and made to meet Monroe County Standards.

Geotechnical Evaluation – Patriot Engineering and Environmental, Inc. will perform a geotechnical engineering investigation for the Weimer Road extension, including borings at the potential bridge location, as well as along the new roadway alignment. Please see the attached proposal for additional information.

Pavement Design – Patriot Engineering and Environmental, Inc. will perform a pavement design for this project based on the results of the geotechnical evaluation, anticipated traffic, and utilizing MEPDG methodology. Please see the attached proposal for additional information.

Utility Coordination – This work will follow the current INDOT process for federally funded projects. Included will be research to discover all of the utilities located within the project limits. We will coordinate with the representatives from each of those utility companies though the development of the project. We will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will prepare the reimbursable agreements for the affected utility companies and review their proposed reimbursable relocation costs. This task does not include work associated with field locating the vertical depth of any utilities. Although not anticipated, since the utilities should perform this work on their own, if any 'potholing' of facilities will be required, this service will be performed separately and is not included.

Landscape Design and Plan Preparation – This task, if desired by the City, will be added at a later stage of plan design and a supplemental prepared at that time.

Public Information Meeting – Based on our kickoff meeting, we anticipate holding a public information meeting. This meeting will provide a forum for sharing project information between all stakeholders. The costs that are presented for this effort include preparation for the meeting, visual displays, and attendance at the meeting by CrossRoad personnel. It is expected that the City will provide a facility for holding the meeting.

Regulatory Submittals – This task includes the preparation of the necessary applications for submittal, review, and approval of permits needed for the construction of the project. It is anticipated that an IDEM CSGP (old Rule 5) permit, IDEM 401, ACOE 404, and IDNR Construction in a Floodway permits will be required. In addition to the above state permits, the following local permits will be required: local Floodplain Development Permit, variance/waiver requests for construction in a floodplain and riparian buffer, a site development permit, and stormwater permit from CBU will be required. This task will also include the coordination efforts with the applicable regulatory agencies. It is anticipated that a wetland delineation will be required for permit submittal; we will provide a supplemental utilizing a subconsultant for this work once the roadway alignment is established.

Right of Way Engineering – Per follow-up correspondence with the City of Bloomington, PIC will donate a 65' r/w width, but the City will be required to purchase anything wider. For the purposes of this project, we will assume 4 parcels will need to be engineered and will include production of an exhibit and description for each.

Right of Way Acquisition Services – Per follow-up correspondence with the City of Bloomington, PIC will donate a 65' r/w width, but the City will be required to purchase anything wider. For the purposes of this project, we will assume 4 parcels will need to be appraised and purchased.

Construction Administration – This task includes preparing for and attending pre-construction meetings, review of shop drawings, and responding to contractor questions as they arise during construction by both CONSULTANT and Rundell Ernstberger Associates. This task also includes coordination with utilities during construction.

Exhibit "B" Compensation Schedule

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

A.	Topographic Survey Collection and Route Survey	$ 96,900
B.	Engineering Assessment	$ 27,100
C.	Road Design and Plan Preparation	$ 207,800
D.	Bridge Design and Plan Preparation	$ 88,000
E.	Geotechnical Investigation	$ 32,300
F.	Pavement Design	$ 4,000
G.	Utility Coordination	$ 12,500
H.	Landscape Design and Plan Preparation	$ ----------
I.	Public Information Meeting	$ 10,000
J.	Regulatory Submittals	$ 50,700
	Total Section	**$ 529,300**

The CONSULTANT shall be paid for the following work performed under this Agreement on a unit price basis:

K.	R/W Engineering	
	R/W Plan Development & Title Research (4ea @ $2,950) [1]	$ 11,800
	R/W Legal Descriptions – Permanent (4ea @ $650)	$ 2,600
	R/W Legal Descriptions – Temporary (4ea @ $650)	$ 2,600
L.	R/W Acquisition Services	
	Value Finding Appraisal (4ea @ $2,600)[2]	$ 10,400
	Value Finding Review Appraisal (4ea @ $1,300)[2]	$ 5,200
	Negotiations (4ea @ $2,700)[2]	$ 10,800
	R/W Management (4ea @ $1,700)	$ 6,800
	Payment Processing & Deed Recordation (4ea @ $150)	$ 600
	Staking Legal Descriptions (4ea @ $750)	$ 3,000
	Total Section	**$ 53,800**

(1) These tasks may be performed by subconsultants. This includes the R/W Engineering, Plats, and Preliminary T&E Reports.

(2) These tasks may be performed by subconsultants. The fees shown here are estimated and based upon the INDOT Real Estate Services Fee Schedule at the time of the service being provided. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual amount invoiced by the subconsultant plus a 10% mark-up for task coordination and administrative efforts, provided that each such invoices shall be subject to the approval as reasonable by the OWNER prior to any reimbursement thereof.

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

M.	Construction Administration (including Utility Coordination during construction)	$ 5,000

Total Section	$ 5,000

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

Exhibit “C” Affidavit Regarding E-Verify

Affidavit Regarding E-Verify If Contractor Has Employees

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

1. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.

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

***S*ignatures are on the Signature Page, found at the end of the contract, following the Exhibits.**

Signature Page

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

Signatures

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

City of Bloomington

Signature:

Full Name: Elizabeth Karon

Date Signed:

Title: President, Board of Public Works

Signature:

Full Name: Margie Rice

Date Signed:

Title: Corporation Counsel

Signature:

Full Name: Andrew Cibor

Date Signed:

Title: City Engineer

CrossRoad Engineers, PC

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

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

Signature:

Full Name: Trent E. Newport, PE, PS

Date Signed: 10/02/2026

Title: President

Attest:

Signature:

Full Name: Mark A. Beck, PE

Date Signed: 10/02/2026

Title: Vice-President

26-85
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH APPLIED ENGINEERING SERVICES, INC. FOR PLUMBING ENGINEERING SERVICES AT THE FOURTH STREET GARAGE

WHEREAS, on October 15, 2018, the Bloomington Redevelopment Commission ("RDC") approved in Resolution 18-67 a Project Review and Approval Form, which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District;

WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 ("Bonds");

WHEREAS, Fund 4657 2019 4th Street Bonds Proceeds Taxable was used to receive the proceeds of the 2019 taxable tax increment revenue bonds to fund the construction of the commercial portion of the Fourth Street Garage ("Garage") and a balance remains available;

WHEREAS, the Garage was experiencing stormwater issues, especially during heavier rain events and there was a serious and immediate need to assess the existing storm piping on all levels of the Garage and evaluate sumps and sump pumps;

WHEREAS, the RDC, by Resolution 26-39, approved a Professional Services Agreement for plumbing engineering services with Allied Engineering Services, Inc. for a fee not to exceed Fourteen Thousand Seven Hundred Twenty Dollars ($14,720.00);

WHEREAS, upon further evaluation of the necessary repairs, additional work was identified to address the existing piping conditions, including the need to develop a revised design to provide adequate slope for the garage drainage system;

WHEREAS, repair cost opinions were obtained and the work was phased to help manage and minimize overall repair costs;

WHEREAS, the revised design and additional work necessitated the First Amendment to the Professional Services Agreement, included herewith as Attachment 1, to accommodate the required modifications and ensure the proper functioning of the system for an additional cost not to exceed a fee of Eight Thousand Four Hundred Sixty-Five Dollars ($8,465.00);

WHEREAS, the total of the initial Professional Services Agreement and the First Amendment equates to Twenty-Three Thousand One Hundred Eighty-Five Dollars ($23,185.00),

WHEREAS, the RDC continues to find that the plumbing engineering services are necessary expenditures due to engineering and/or installation defects in the construction of the Fourth Street Garage and are appropriate expenditures of funds generated by the Bonds.

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

1. The Bloomington Redevelopment Commission finds that the additional plumbing engineering services are necessary expenditures for the Fourth Street Garage due to engineering and/or installation defects.

2. The Bloomington Redevelopment Commission approves the First Amendment to the Professional Services Agreement in Attachment 1 with Allied Engineering Services, Inc. for a fee not to exceed fee of Eight Thousand Four Hundred Sixty-Five Dollars ($8,465.00), to be paid from Fund 4657-15-151902-53990, on the advice of counsel.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Attachment 1

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BLOOMINGTON REDEVELOPMENT COMMISSION AND APPLIED ENGINEERING SERVICES, INC. FOR ADDITIONAL SERVICES RELATED TO STORMWATER ISSUES AT THE FOURTH STREET GARAGE

This First Amendment by and between the Bloomington Redevelopment Commission ("RDC"), and Applied Engineering, Inc. ("Contractor") (collectively the "Parties").

AMENDMENTS

The following is added to Section 1:

Additional Services: Contractor shall Develop a report to recap: site survey findings of the storm water piping system, design calculations, verification of existing installation, recommendations for solutions to resolve flooding issues, cost opinions for options to resolve flooding issues, and an additional review meeting.

The following is added to Section 3:

Upon completion of all Additional Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed the amount of Eight Thousand Four Hundred Sixty-Five Dollars ($8,465.00) under same terms and conditions of the original Agreement.

All other terms and conditions of the original Agreement are still in full force and effect.

The rest of this page intentionally left blank.

Attachment 1

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

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Applied Engineering Services, Inc.
BY:

Signature

Printed Name and Title

Date

26-86
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF AGREEMENT WITH
VET ENVIRONMENTAL ENGINEERING, LLC FOR
LEAD BASED PAINT AND ASBESTOS INSPECTIONS AT
COLLEGE SQUARE

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

WHEREAS, in Resolution 26-26, the RDC approved a public offering at the College Square property located at 202-226 South College Avenue, Bloomington, Indiana. ("Project");

WHEREAS, Indiana Department of Environmental Management (IDEM) will require a lead based paint inspection and an asbestos inspection by a qualified professional should consideration be given to demolition of the existing building as part of the Project;

WHEREAS: City staff have negotiated an agreement with VET Environmental Engineering, LLC for an amount not to exceed Seventeen Thousand One Hundred Eighty-Four Dollars and Eighty-One Cents ($17,184.81) for the Services ("Agreement"), which is included with this Resolution as Attachment 1; and,

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

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

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

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

3. The Bloomington Redevelopment Commission hereby approves the Agreement with VET Environmental Engineering, LLC and authorizes the expenditure of an amount not to exceed Seventeen Thousand One Hundred Eighty-Four Dollars and Eighty-One Cents ($17,184.81) to be payable in accordance with the terms of the Agreement ("Payment").

4. The Payment authorized above may be made from the Consolidated TIF, Downtown

4445-15-159002-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.

5. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on June 1, 2027.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Deborah Myerson, President

ATTEST:

_____

John West, Secretary

_____

Date

VET ENVIRONMENTAL ENGINEERING, LLC

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

October 9, 2026

Ms. Anna Killion-Hanson
Housing & Neighborhood Development
Redevelopment Commission
401 N Morton Street
Bloomington, IN 47404

RE: Proposal for Environmental Consulting Services

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the Bloomington Redevelopment Commission (Client). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET proposes to perform a pre-demolition asbestos-containing material (ACM) and lead-based paint (LBP) inspection in one commercial structure located at 226 South College Avenue, Bloomington, Indiana 47404 (Site).

Tasks to be performed for Client:

VET will provide at least one State of Indiana licensed Asbestos Building Inspector and at least one State of Indiana licensed Lead Building Inspector and Risk Assessor to complete the proposed pre-demolition ACM and LBP inspection. VET designed this proposal to be protective of unforeseen circumstances, however VET reserves the right to adjust the quantity of labor hours, samples, or reporting time required to complete the pre-demolition inspection should Site constraints require it. VET will obtain written permission from the Client prior to amending this proposal.

VET will prepare a detailed final report documenting field activities, sampling methodologies, and interpretation of analytical results. For samples collected during the pre-demolition inspection, VET will prepare a sample log with a photograph at each sample location to accompany the final report prepared for the Client. VET's sample logs assist demolition contractors more quickly identify areas of concern and reduce uncertainty with respect to planning and ensuring appropriate safety measures and removal procedures are followed.

Asbestos Inspection

VET proposes to conduct a pre-demolition asbestos inspection at the Site building (Building) to be impacted by future demolition activities. VET will provide an Indiana licensed Asbestos Building Inspector to inspect the Building, or any parts of the Building where the demolition will occur. VET

will inspect all functional spaces in the Building for the presence of asbestos, including Category I and Category II non-friable ACM. The Client must provide VET with access to all functional spaces on the interior and exterior of the Building, the HVAC system (if applicable), and all other areas that will be impacted by demolition activities.

Subsequent to suspect ACM identification, VET will collect samples of each homogeneous material (a material with uniform composition and properties throughout, e.g. surfacing material, thermal insulation (TSI), or miscellaneous materials that are uniform in color and texture). A minimum of three samples of each homogeneous material will be collected. If the first sample collected from a homogeneous material tests negative for asbestos at the laboratory, the second and third samples will be analyzed as a negative confirmation. A material can only be deemed non-asbestos when all samples from that material return no detections for asbestos during laboratory analysis. If the first sample tests positive for asbestos, the second and third samples from that homogeneous material will not be analyzed because it was already positively identified as an ACM. This is referred to as a positive stop.

Asbestos samples will be analyzed by EMSL Analytical, Inc. (EMSL) by polarized light microscopy (PLM). EMSL is a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. If problem matrices are identified during the pre-demolition inspection, such as vermiculite, which requires an alternate laboratory method with a higher cost, VET will contact the Client to request approval to collect samples of such material.

VET will provide analytical results, categories and classifications of ACMs, quantifications of ACMs to the extent practicable, and locations of ACMs for the purposes of demolition to the Client upon receipt of analytical results from the laboratory. The report will include records of all bulk samples collected, inspection of all functional spaces, including those where no samples were taken, floor plans or drawings to show sample locations, functional spaces, and homogeneous areas, if warranted, with photographs of representative or significant inspection, findings, and sampling locations.

Prior to commencing demolition, the Client must submit notification of demolition to the Indiana Department of Environmental Management (IDEM) Office of Air Quality (OAQ). A written notice is required to be submitted to IDEM OAQ even if no asbestos is identified during the pre-demolition asbestos inspection performed by VET.

Lead-Based Paint Inspection:

VET will conduct a thorough survey for LBP and Lead-Containing Paint (LCP) using an x-ray fluorescence (XRF) analyzer. XRF analyzers quickly, accurately, and non-destructively measure the area concentration of lead in paint on surfaces. The XRF analyzer can correct for different substrates preventing any necessary corrections by the operator. The XRF analyzer employed by VET calibrates when it is returned to its docking station. VET utilizes a standard of known concentration and a blank sample during sampling activities to ensure proper analyzer operation.

The lead survey will include a visual inspection of painted walls, doors, structural posts, window frames, and other surfaces on the interior and exterior of Building that may be impacted by demolition or removal activities. Testing combinations will be selected in accordance with the United States Department of Housing and Urban Development (HUD) guidelines and will include analysis of room equivalent, component type, and substrate. Once a surface is identified for sampling, the

measurement window of the XRF analyzer is applied against the surface and the analyzer collects a sample, displaying analytical results immediately. For areas that are inaccessible by the XRF analyzer, VET will collect paint chip samples for submittal to an accredited laboratory for analysis. A unique identifier will be assigned to each sample location, written on adhesive paper applied near the sample location, and photo documentation provided to the Client.

The United States Environmental Protection Agency (USEPA), HUD, and the Indiana Department of Health (IDOH) define LBP as: paint or other surface coatings that contain lead equal to or in excess of 1.0 mg/cm^2 or 0.5 percent by weight (5,000 parts-per-million (ppm)). Occupational Safety and Health Administration (OSHA) rules apply if lead is present at any concentration. The lead survey will be conducted to determine if surfaces that may be impacted by demolition or renovations are free of paint that contains lead with the goal of protecting workers involved with the demolition and renovation project at the Site. In 29 CFR § 1926.62, OSHA states that paint with any detectable level of lead must be treated as LCP to avoid exposure hazard to workers who disturb these surfaces.

Cost Schedule:

Cost Estimate	
Item	**Cost**
Pre-Demolition ACM and LBP Inspection	**$17,184.81**

Environmental consulting work will be billed on a time and materials basis not to exceed **$17,184.81**. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET's 2025 hourly rates, attached, in addition to the proposed services as "Out of Scope Work".

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

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM, CPESC
Founder, Principal Engineer

AGREEMENT FOR SERVICES
between the
BLOOMINGTON REDEVELOPMENT COMMISSION
and
VET ENVIRONMENTAL ENGINEERING, LLC

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

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
   a. Effective Date. The effective date for this contract is the date last entered in the signature blocks below.

   b. Term. This Agreement shall commence on the effective date and expire on the 1st day of June, 2027.

   c. Termination. In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.

3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Seventeen Thousand One Hundred Eighty-Four Dollars and Eighty-One Cents ($17,184.81). Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via

email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

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

5. **Compliance with WCAG.** Contractor will ensure all digital services or deliverables under this contract meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.2, currently available at https://www.w3.org/WAI/standards-guidelines/wcag/. If digital services or deliverables are not accessible pursuant to these standards, RDC may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the RDCmay charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

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

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

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

9. **Schedule.** [This Section Intentionally Left Blank]

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

11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees. In the event Contractor has not made an election under IC 22-3-6-1(b)(4)-(5), the RDC requires a stamped certificate of exemption as described in IC 6-3-7-5. Contractor agrees to provide such certificate, as applicable, as soon as is practicable after the agreement is executed and to comply with all applicable requirements in IC 22-3-6 et seq.

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

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

13. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
    - **a.** Commercial 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:
        - **i.** Workers Compensation: Statutory and;
        - **ii.** Employers Liability: $1,000,000 for each accident, for each employee.

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

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

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

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

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

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

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

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

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

20. **Governing Law and Venue; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana. Each party acknowledges and agrees that any controversy that may arise under this agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

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

22. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over

the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

23. 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.

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

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

TO RDC:
Bloomington Redevelopment Commission
Attn: Director of the Department of
Housing and Neighborhood Development
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

TO CONTRACTOR:
VET Environmental Engineering, LLC
Attention: Sara R. Hamidovic
2335 West Fountain Drive
Bloomington, Indiana 47404

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

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

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

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

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

[*Signatures are on the following page.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Deborah Myerson, President

_____

Date

VET ENVIRONMENTAL ENGINEERING, LLC

_____

Sara R. Hamidovic, Founder, Principal Engineer

_____

Date

EXHIBIT “A”

SCOPE OF WORK

The Services shall include those detailed in the following proposal.

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

1. The Contractor has contracted with or is seeking to contract with the Bloomington Redevelopment Commission to provide services.
2. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
4. 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.

VET ENVIRONMENTAL ENGINEERING, LLC

_____

Sara R. Hamidovic, Founder, Principal Engineer

_____

Date

Attachment A

AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
FLINTLOCK LTD. CO.
FOR
ADDITIONAL SERVICES RELATED TO THE CREATION OF A PLANNED UNIT DEVELOPMENT (PUD) FOR HOPEWELL SOUTH

This Amendment No. 3 to the Agreement is made by and between the Bloomington Redevelopment Commission ("RDC"), and Flintlock Ltd. Co. ("Contractor") (collectively the "Parties").

AMENDMENTS

The following is added to Section 1:

In addition, Contractor shall provide the scope of services detailed in Exhibit 1 ("Additional Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Agreement Standard of Care.

The expiration date in Section 2.b. Shall be stricken and replaced with:

31st day of December, 2027

The following is added to Section 3:

Upon completion of all Additional Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed the amount of One Hundred Twenty-Nine Thousand Seven Hundred Dollars ($129,700.00) under same terms and conditions of the original Agreement.

All other terms and conditions of the original Agreement and Amendments Nos. 1 and 2 are still in full force and effect.

The rest of this page intentionally left blank.

Attachment A

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

Bloomington Redevelopment Commission
BY:

Deborah Myerson President

ATTEST:

John West, Secretary

Date

Flintlock Ltd. Co.
BY:

Allison Quinlan, Principal and Project Lead

Date

K26-796

26-87
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF AMENDMENT NO. 3 TO THE
AGREEMENT WITH FLINTLOCK LTD. CO.
FOR ADDITIONAL SERVICES RELATED TO THE CREATION OF A
PLANNED UNIT DEVELOPMENT (PUD) FOR HOPEWELL SOUTH

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

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

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

WHEREAS, by Resolution 25-130 the RDC approved Amendment No. 1 to the Flintlock Ltd. Co. Agreement for additional services related to the creation of a Planned Unit Development (PUD) for a not to exceed fee of One Hundred Forty-Five Thousand Five Hundred Dollars ($145,500.00);

WHEREAS, by Resolution 26-64 the RDC approved Amendment No. 2 to the Flintlock Ltd. Co. Agreement for additional services related to converting two residential unit types from a Type B accessible plan to a Type A (Indiana ANSI A117.1 2009) accessible plan for an amount not to exceed Six Thousand Dollars ($6,000.00);

WHEREAS, the initial site plan upon which the consultants fees were based included only buildings subject to the Indiana Residential Building Code requirements and modifications throughout the design process led to the introduction of two unit types that are classified as multifamily within the requirements of the more stringent Indiana Building Codes;

WHEREAS, the two new unit types, Faulkner (12 units) and Winslow (6 units), are only schematic currently and require significant more design than has already been completed on the other unit types;

WHEREAS, to have construction drawings completed to a degree as consistently as possible among all unit types in Hopewell South, the additional design services detailed in the scope of services, are the basis for the fees of Amendment No. 3 in amount

not to exceed One Hundred Twenty-Nine Thousand Seven Hundred Dollars ($129,700.00);

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

WHEREAS, the RDC understands that the consultant's services continue at Hopewell South and the original agreement was set to expire on December 31, 2026, and should be extended for one year.

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

1. The Redevelopment Commission reaffirms its support for the Hopewell South Planned Unit Development (PUD).

2. The Redevelopment Commission finds that the proposal by Flintlock Ltd. Co., in an amount not to exceed One Hundred Twenty-Nine Thousand Seven Hundred Dollars ($129,700.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.

3. The Redevelopment Commission finds that Amendment No. 3 with Flintlock Ltd. Co. in Attachment A will further the public's best interests and redevelopment of Hopewell South and is hereby approved.

4. The Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

CHANGE ORDER #3

Hopewell South, Bloomington, IN
October 26, 2026
Flintlock Ltd. Co. d/b/a Range Co

Purpose

Prepare stamped architectural, MEP engineering, and structural engineering permit sets for the two IBC building types in the Hopewell South catalog — Winslow (6-Plex) and Faulkner (12-Plex). Both building types exist to date as schematic design only. Both are original Consultant designs, and no third-party plan license is required for their use in the Hopewell Program.

Fees under this Change Order consist of an initial set-up cost, payable by the RDC. This cost is separate from the per-plan user-paid license fees, which are not part of this Change Order.

Background

This Change Order results from changes to the Hopewell South site plan directed by City Council during the PUD approval process, including the need for additional units. IBC buildings (Winslow and Faulkner) were added to the site plan, replacing some of the IRC plans originally planned, to increase unit count lost as a result of wider rights of way.

IBC buildings are far more complex than IRC plans. The state of Indiana requires detailed stamped architectural drawings along with stamped MEP and structural engineering for each IBC building.

Because both designs exist only as schematic design, the initial set-up below produces the complete, stamped permit set for each building type through permit submittal. Funding it upfront keeps both building types permit-ready, consistent with the program's permit-ready commitment to the community.

Initial Set-Up

Produces a complete, stamped permit set for each building type, through permit submittal.

	Winslow (6-Plex)	Faulkner (12-Plex)
Architectural	$34,500	$63,000
MEP Engineering	$6,600	$6,600
Structural Engineering	$5,000	$14,000
Subtotal	**$46,100**	**$83,600**

Total Initial Set-Up **$129,700**

Construction Administration

Construction administration is not included in the fees above. CA will be provided hourly as required by jurisdiction, at the hourly rates established in the Prime Agreement.

Ownership and Reuse

The permit sets prepared and issued for the Winslow and Faulkner buildings at their assigned Hopewell South lots become the property of the RDC, consistent with Section 10 of the Agreement. Consultant retains all intellectual property rights in the underlying designs, including the right to prepare and issue drawings from those designs for other sites and other programs. The fees in this Change Order are priced on this basis.

Assumptions and Exclusions

The permit sets assume construction on the lots identified for each building type in the Hopewell South site plan. Use on any other lot, or in a later phase of the Program, is an additional service.

The MEP design assumes the floor plans, unit layout, unit mix, and utility configuration shown in the schematic design. Any modification requires re-pricing by the MEP engineer.

The structural design assumes soils and foundation conditions substantially equivalent to those in the Hopewell South soils report. Site-specific foundation redesign, if required, is an additional service.

MEP engineering set-up is quoted at the same fee for both building types; the engineer did not offer a reduced fee for the abbreviated Winslow scope.

Fees are current as of the date of this Change Order. Permit sets issued more than twenty-four months after the date of this Change Order are subject to re-pricing to reflect the code edition in effect and then-current consultant rates.

Excluded unless added by amendment: civil engineering, survey, geotechnical investigation, fire protection design, special inspections, energy code compliance documentation, cost estimating, bidding, and record drawings.

All other terms and conditions of the original Agreement dated July 15, 2025, as amended, remain in full force and effect.

Compensation

Initial set-up: flat fee of $129,700, payable by the RDC.

ACCEPTED AND AGREED:

City of Bloomington Redevelopment Comm.	**Flintlock Ltd. Co. d/b/a Range Co**
By: _____	By: _____
Name: _____	Allison Thurmond Quinlan AIA RLA LEED AP
Title: _____	Principal
Date: _____	Date: _____

26-88
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF THE THIRD AMENDMENT TO THE AGREEMENT WITH MOTHER NATURE LANDSCAPING, INC. FOR EROSION CONTROL MEASURES AT HOPEWELL EAST

WHEREAS, in Resolution 25-90, the Bloomington Redevelopment Commission ("RDC") entered into an Agreement with Mother Nature Landscaping, Inc. for landscaping services within the City's Certified Technology Park ("CTP") to create a geographical center of innovation called the Trades District as they were the lowest responsive and responsible bidder;

WHEREAS, in Resolution 26-28, the RDC approved the First Amendment to the Agreement for additional services at the Trades District;

WHEREAS, in Resolution 26-60, the RDC approved the Second Amendment to the Agreement for stormwater mitigation services at Hopewell South;

WHEREAS, for the Hopewell East project, permits were required from both Bloomington's Municipal Separate Storm Sewer System (MS4) and Bloomington's Planning and Transportation Department which require the site to be fully stabilized and approved by the MS4 prior to release;

WHEREAS, the contractor on the Hopewell East project (Milestone) had fully stabilized all areas of the project as required by the contract;

WHEREAS, the City of Bloomington Engineering Department has informed the RDC that stormwater runoff mitigation measures are necessary at the RDC's Hopewell East project;

WHEREAS, subsequent activities on Hopewell East have caused this area to not be fully stabilized at the time of permit closeout and it is necessary to vegetate and finalize the stabilization of this area;

WHEREAS, Mother Nature Landscaping, Inc. has offered to perform the services for a not-to-exceed fee of Five Thousand Eight Hundred Twenty-Five Dollars ($5,825.00);

WHEREAS, the Third Amendment to the Agreement with Mother Nature Landscaping, Inc. is included herewith as Attachment 1 for said amount; and,

WHEREAS, the RDC has available funds to pay for the services from Fund Account Number 4445-15-159001-53990 Adam's Crossing Area Consolidated TIF.

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

1. The Bloomington Redevelopment Commission finds the above-described expenditures to be an appropriate use of the available funds, and finds that the stormwater mitigation measures serve the public's best interest.

2. The Bloomington Redevelopment Commission hereby approves the Third Amendment to the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 4445-15-159001-53990 in an amount not to exceed Five Thousand Eight Hundred Twenty-Five Dollars ($5,825.00).

3. The funding authorization contained in this Resolution shall terminate on May 31, 2027, unless extended by the Bloomington Redevelopment Commission in advance.

4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Attachment 1

THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AND MOTHER NATURE LANDSCAPING, INC. FOR EROSION CONTROL SERVICES AT HOPEWELL EAST

THIS THIRD AMENDMENT TO THE AGREEMENT (the "Third Amendment") is entered into by and between the City of Bloomington Redevelopment Commission ("RDC") and Mother Nature Landscaping, Inc. ("Contractor") (collectively the "Parties").

Section 1. **Scope of Services.** Is amended to include these additional services:

Hopewell Lawn Remediation

Lawn Labor Description:
+\- 12,000sf
Collect Materials
Layout and Communication with CBU
Job Site Supervision
Mobilization and Demobilization
Harley Rake Lawn and Grade
Seed and Straw

Materials:
Equipment
Perennial Rye Grass
Straw

Section 2. **Compensation.** Is amended to add that upon completion of the additional services, the RDC shall pay Contractor for all fees and expenses for all additional services herein provided in an amount not to exceed Five Thousand Eight Hundred and Twenty-Five Dollars ($5,825.00).

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

Signatures on Following Page

Attachment 1

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

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Mother Nature Landscaping, Inc.
BY:

Signature

Printed

Date

K26-797

Staff Report: Hopewell East - Mother Nature Landscaping Erosion Control

To: Redevelopment Commission
Petitioner or Representative: City of Bloomington Engineering Department
Staff Representative: Kendall Knoke
Meeting Date: November 2, 2026
Re: Hopewell East - Nature's Way Erosion Control

Summary

For the Hopewell East project, permits were required from both Bloomington's Municipal Separate Storm Sewer System (MS4) and Bloomington's Planning and Transportation department. Both of those permits require the site to be fully stabilized and approved by the MS4 prior to release. The contractor on the Hopewell East project (Milestone) had fully stabilized all areas of the project as required by the contract. However in one particular location (the NW corner of the site between the University Street park and the alley to the north), a combination of factors have caused this area to not be fully stabilized at the time of permit closeout. Those factors include: other contractors making use of the area (both with and without permission), weather conditions, lack of irrigation, and seed mix. The Hopewell East contractor has repeatedly attempted to restabilize the area but was not able to achieve full compliance prior to being closed out. This funding request in the not-to-exceed amount of $5,825.00 with Nature's Way is to vegetate and finalize the stabilization of this area once and for all so that the MS4 and Planning permits can be fully closed out. In order to complete the work this fall, the contractor will perform this work immediately. Funding source: 4445-15-159001-53990 Adam's Crossing Area Consolidated TIF.

26-89
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC ART IN HOPEWELL EAST

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

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site ("Hopewell"), including the Hopewell East (formerly Phase 1 East) redevelopment ("Hopewell East Project");

WHEREAS, as part of the Hopewell East Project, the City is constructing a greenway park that will be operated by the Bloomington Parks & Recreation Department and the park is a capital project of the City;

WHEREAS, Bloomington has Percentage for the Arts program codified in B.M.C. § 2.12.021, which devotes at least 1% of the budget from the City's capital projects to the expansion of public art;

WHEREAS, after evaluating public submissions for a public art installation in Hopewell East, staff selected the proposal from Boonyama LLC, owned and operated by artist Jonathan Racek, to fabricate and install the custom-designed work called "Undulate" ("Services");

WHEREAS, staff negotiated an agreement with Boonyama to fully design, fabricate, and install the artwork in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) ("Agreement"), which was approved by RDC Resolution 24-67: Approval of Agreement for Public Art in Hopewell East;

WHEREAS, the RDC by Resolution 26-29 approved the First Amendment to said Agreement which, in part, extended to date of completion to September 1, 2026, and said Resolution set an expiration date of December 31, 2026;

WHEREAS, the Request for Quotes process for site preparation took longer than anticipated, and City Staff further extended the site preparation schedule to accommodate autumn plant senescence in the park, which pushed back installation of the artwork beyond the completion date;

WHEREAS, City Staff have negotiated an Second Amendment to the Agreement with Boonyama that revises the project schedule, including extending the completion date to March 31, 2027, while maintaining the original artistic intent and overall budget authorization; and,

WHEREAS, the amended agreement remains consistent with the City's Percentage for the Arts program and the public purposes of the Hopewell project, and funds remain available within the Consolidated TIF to support the Services pursuant to the amended terms.

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

1. The Bloomington Redevelopment Commission finds the above-described modifications to the Agreement are in the best interests of the Hopewell project and the City of Bloomington.

2. The Bloomington Redevelopment Commission hereby approves the Second Amendment to the Agreement appended to this Resolution as Attachment 1.

3. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on June 30, 2027..

4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Attachment 1

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT AND
JONATHAN RACEK FOR
PUBLIC ART IN HOPEWELL COMMONS

This Agreement is made and entered into by and between the City of Bloomington Economic and Sustainable Development Department ("City") and Boonyama LLC, an Indiana limited liability corporation that is owned and operated by artist Jonathan Racek ("Artist"), (collectively "Parties").

Article 2. Section 2.2. and Section 2.6 Is modified for a completion date of March 31, 2027, and Exhibit C shall be reasonably adapted thereto based on current progress.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Boonyama LLC
BY:

Jonathan Racek

Date

K26-798

26-90
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF THE
UNDULATE ARTWORK ELECTRICAL CONDUIT INSTALLATION AGREEMENT
WITH SNEDEGAR CONSTRUCTION, INC.

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

WHEREAS, in Resolution 18-10, the RDC approved the purchase and redevelopment the Old Bloomington Hospital Site ("Hopewell"), including the Hopewell East redevelopment ("Hopewell East Project");

WHEREAS, as part of the Hopewell East Project, a greenway park, a capital project, is being constructed that will be operated by the Bloomington Parks & Recreation Department;

WHEREAS, Bloomington has a Percentage for the Arts program codified in Bloomington Municipal Code § 2.12.021, which devotes at least 1% of the budget from the City's capital projects to the expansion of public art;

WHEREAS, after evaluating public submissions for a public art installation in Hopewell East, staff selected the proposal from Jonathan Racek to fabricate and install his custom-designed work called "Undulate" which was approved by RDC Resolution 24-67: Approval of Agreement for Public Art in Hopewell East;

WHEREAS, in Article 4. City of Bloomington's Obligations, Section 4.4, of the agreement under Resolution 24-67, it states that the City shall be responsible for site preparation and its completion prior to the installation of the artist's work;

WHEREAS, in Resolution 26-46, the RDC approved an Agreement with E&B Paving, LLC for construction of the concrete foundations on which the artwork will be anchored, as part of the City's site preparation;

WHEREAS, installation of Undulate is underway, including the concrete foundations for the five sculpture sections, and the artist's electrical subcontractor will install the LED lighting incorporated into the artwork;

WHEREAS, powering the LED lighting requires electrical conduit to be installed by directional boring from the park's existing power source to each of the five sculpture sections, with minimal disturbance to the park;

WHEREAS, City Staff solicited quotes for this work and recommends Snedegar Construction, Inc. in an amount not to exceed Nineteen Thousand Dollars ($19,000.00);

WHEREAS, an Agreement for the electrical conduit installation is included herewith in Attachment 1;

WHEREAS, the RDC finds that it is of importance to Hopewell Commons at the Hopewell East Project to complete the installation of the Undulate art project; and,

WHEREAS, the RDC finds that the Consolidated TIF, Adams Crossing (Hopewell) Account Number 4445-15-159001-53990, is appropriate for the payment under this Resolution.

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

1. The Bloomington Redevelopment Commission approves the Agreement with Snedegar Construction, Inc., in the amount not to exceed Nineteen Thousand Dollars ($19,000.00) appended to this Resolution as Attachment 1.

2. The Bloomington Redevelopment Commission authorizes funding for the agreement from Fund Account Number 4445-15-159001-53990.

3. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____ _____
John West, Secretary Date

Snedegar Construction, Inc

Proposal

6935 S Old SR 37 | Bloomington, IN 47403 | 812-824-6889 | Date: 10/28/2026

Name	CBU: Attention - Anna Dragovich
Address	
City, State ZIP	
Phone	
Email	Anna.dragovich@bloomington.in.gov
Project Name	Hopewell - Handholes

Scope of Work

Snedegar Construction, Inc. proposes to directional bore 1" duct from base to base at Hopewell.

The Price Includes:

* Labor
* Pipe
* (6) Hand holes

The Price Excludes:

* Clean-up

** Rock, if encountered there will be additional charges

** We are not responsible for landscaping/plant damage.

With 13x24 Hand Holes: Price: $17,800.00

With 17x30 Hand Holes: Price: $19,000.00

Price Breakdown:

* Boring - $8,800.00
* Dig crew to set hand holes - $6,700.00
* Hand Holes - $3,000.00
* Pipe - $500.00

**Price is depending on which Hand Holes Choosen

We Propose to complete the above in accordance with the specifications, for the sum of: _____

Payment Due 30 days from invoice date

Submitted by (Snedegar Construction Representative)

Acceptance of Proposal

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by Authorized Representative

Date of Acceptance

AGREEMENT
BETWEEN
BLOOMINGTON REDEVELOPMENT COMMISSION
AND
SNEDEGAR CONSTRUCTION, INC.
FOR
UNDULATE ELECTRICAL CONDUIT INSTALLATION CONSTRUCTION

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Bloomington Redevelopment Commission ("RDC") and E&B Paving, LLC ("Contractor") (collectively the "Parties").

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit "A"** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. **Effective Date, Term and Termination.**
   a. Effective Date. The effective date for this contract is the date last entered in the signature blocks below.

   b. Term. This Agreement shall commence on the effective date and expire on the 31st day of December 2026.

   c. Termination. In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.

3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Nineteen Thousand Dollars ($19,000.00). Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via

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

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

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

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

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

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

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

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

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

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

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

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

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

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

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

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

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

20. **Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the RDC prohibits its

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

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

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

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

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

TO RDC:	**TO CONTRACTOR:**
Bloomington Redevelopment Commission	Snedegar Construction, Inc.
Attn: Director of the Department of Housing and Neighborhood Development	Attn:
401 North Morton Street, Suite 130	6935 South Old State Road 37
Bloomington, Indiana 47404	Bloomington, Indiana 47403

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

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

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

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

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

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

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

[*Signatures are on the following page.*]

Bloomington Redevelopment Commission
BY:

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Snedegar Construction, Inc.
BY:

Signature

Printed

Date

Attachment 1

EXHIBIT "A"

SCOPE OF WORK AND SCHEDULE

Project Scope of Work and Schedule shall be as detailed on the following page.

Attachment 1

EXHIBIT "B"

CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I,_____, certify that_____[name of company] is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

_____ _____

Signed/Title Date

Attachment 1

EXHIBIT "C"

AFFIDAVIT REGARDING E-VERIFY

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

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

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

_____
Signature

_____
Printed Name

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

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

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

_____
Signature

_____
Printed Name

Attachment 1

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

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

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the 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:_____

_____

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

_____

_____

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

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

_____
Signature

_____
Printed Name