Redevelopment Commission Meeting

Agenda for Monday, November 16, 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 897 2420 4842 Passcode 454963

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

3. Minutes

A. November 2, 2026

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

5. New Business

A. Resolution 26-91: Approval of the Fourth Amendment to the Agreement with Mother Nature Landscaping, Inc. for Sidewalk and Trash Container Repairs at the Trades District
B. Resolution 26-92: Approval of On Call Services Agreement with Thrasher Landscape, Inc. for Snow Removal
C. Resolution 26-93: Approval of Agreement with MacAllister Machinery Co., Inc. for the Repair of the Trades District Garage Generator
D. Resolution 26-94: Approval of First Amendment to the Agreement with Centerstone of Indiana, Inc. for Temporary Parking at 714 South Rogers Street
E. Resolution 26-95: Approval of Notice of Offering for West Dodds Street Properties

6. General Discussion

7. **Adjournment**

Board Membership

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

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

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.

The Redevelopment Commission Met on Monday, November 2, 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

Sam Fleener, MCCSC Representative

Commission members absent:
Laurie McRobbie

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, Corporation Counsel, Legal Department (Zoom)
Geoff McKim, City Controller
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)
Anna Dragovich, Capital Projects Manager (ESD)
Kendall Knoke, Project Engineer, Engineering Department
Michael Labitzke, Project Engineer, Engineering Department
Isabel Pedmont-Smith, Council member

There were members of the public present

2. Reports

A. Director's Report

a. CDFI Friendly Annual Report

John Zody presented the CDFI Friendly Annual Report, which was also available in the RDC packet.

B. Legal Report

No Report. Dana Kerr was available for questions.

C. Treasurer's Report

Geoff McKim, City Controller, introduced Justin Chang of Reedy Financial, who presented the End of Year TIF Impact Presentation.

a. End of Year TIF Impact Presentation

D. Business Development Update

Jane Kupersmith reported that the O.T. 987 sculpture lights in the Trades District were back on.

Kupersmith also shared that the AMP Bloomington event, held October 28–30, 2026, had a successful outcome.

Anna Killion-Hanson provided an update on Hopewell South, explaining that the team continues to work with civil engineering and Planning staff toward the secondary filing. A submission has been made to CBU and Planning for review, and the team is working through several outstanding details to keep the process moving forward. The goal is to submit the application before the end of the year. The team is completing preliminary reviews to help avoid delays during the formal application process. She also noted that covenants and restrictions are being prepared before the secondary plat is recorded, along with other legal details that need to be finalized.

3. Claims

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

John West moved to approve the claims register for October 23, 2026, and November 6, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously.

4. Payroll

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

Randy Cassady moved to approve the payroll register for October 16, 2026, and October 30, 2026. John Westseconded the motion. The motion passed unanimously.

5. Minutes

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

John West moved to approve the October 5 and October 19, 2026, Executive Session Summaries, as well as the October 19, 2026, Regular Meeting Minutes. Sue Sgambelluri seconded the motion. The motion passed unanimously.

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

Dana Kerr provided background on the proposed adaptive reuse of the 714 Building for the Bloomington Police Department headquarters. He explained the differences between a Construction Manager as Constructor (CMc) and a Construction Manager as Agent (CMa), noting that the CMa approach combines the responsibilities of an owner's representative and construction manager. Following a review of several proposals, the City team recommended Garmong based on its pricing and experience. Garmong proposed a fee of 2% of construction costs, with preconstruction services not to exceed $20,000.

7. New Business

A. Construction Delivery Methods for Discussion

Dan Zuerner, Vice President of Garmong, discussed the company's experience with complex construction projects and explained how the CMa would oversee the project from design through construction, help manage costs, coordinate project details, and provide opportunities for local contractors to compete for the work. He also noted that the proposed agreement would allow the City to terminate the contract at any time without penalty. The discussion highlighted the potential benefits of the CMa approach, including cost savings, transparency, flexibility, and greater City control over contracts and contingency funds. No decision or contract approval was expected during the meeting.

B. Resolution 26-82: Determination of Annual Spending Plan for Calendar Year 2027

Geoff McKimintroduced Justin Chang, Reedy Financial, who presented Resolution 26-82.

Deborah Myerson asked for public comments. There were no comments from the public. John West moved to approve Resolution 26-82. Randy Cassady seconded the motion. The motion passed unanimously.

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

Michael Labitzke presented Resolution 26-83.

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

Sue Sgambelluri moved to approve Resolution 26-83. John West seconded the motion. The motion passed unanimously.

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

Michael Labitzke presented Resolution 26-84.

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

Randy Cassady moved to approve Resolution 26-84. Sue Sgambelluri seconded the motion. The motion passed unanimously.

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

Dana Kerr presented Resolution 26-85.

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

Sue Sgambelluri moved to approve Resolution 26-85. John West seconded the motion. The motion passed unanimously.

F. Resolution 26-86: Approval of Agreement with VET Environmental Engineering, LLC for Lead-Based Paint and Asbestos Inspections at College Square

Anna Killion-Hanson presented Resolution 26-86. Commission members discussed the need to establish a specific completion deadline for the inspections. The agreement referenced June 1, 2027, as the expiration date but did not specify a deadline for completing the work. Members requested an earlier deadline to allow time to address any necessary remediation. It was agreed that the completion deadline would be changed to March 1, 2027, with the amendment reflected in both the resolution and service agreement.

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

John West moved to approve Resolution 26-86, as amended to require completion by March 1, 2027. Sue Sgambelluri seconded the motion. The motion passed unanimously.

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

Anna Killion-Hanson presented Resolution 26-87.

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

Sue Sgambelluri moved to approve Resolution 26-87. John West seconded the motion. Randy Cassady opposed. The motion passed 3-1.

H. Resolution 26-88: Approval of the Third Amendment to the Agreement with Mother Nature Landscaping, Inc. for Erosion Control Services at Hopewell East

Michael Labitzke presented Resolution 26-88.

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

John West moved to approve Resolution 26-88, as amended, to add the completion date to December 31, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously.

I. Resolution 26-89: Approval of Second Amendment to the Agreement for Public Art in Hopewell East

Anna Dragovich presented Resolution 26-89.

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

J. Resolution 26-90: Approval of the Undulate Artwork Electrical Conduit Installation Agreement with Snedegar Construction, Inc.

Anna Dragovich presented Resolution 26-90.

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

Sue Sgambelluri moved to approve Resolution 26-90. Randy Cassady seconded the motion. The motion passed unanimously.

8. General Discussion

9. Adjournment

John West moved to adjourn the meeting. Randy Cassady seconded the motion. The meeting adjourned at 8:06 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

Contract Cover Memorandum

To: Geoff McKim Controller
From: Dana Robert Kerr, Assistant City Attorney
Date: 11/16/2026
Subject: Mother Nature Landscaping for Sidewalk and Trash Container Repairs

Contract Recipient/Vendor Name:	Mother Nature Landscaping, Inc.
Contract Recipient/Vendor Email & Phone	Shawn Eurton, seurton3@gmail.com
Controller Initials of Approval:	
Department Head Initials of Approval:	
Responsible Department Staff: *(Return signed copy to responsible staff)*	Anna Killion-Hanson, RDC Executive Director
Responsible Attorney: *(Return signed copy to responsible attorney)*	Dana Robert Kerr, Assistant City Attorney
Record Destruction Date: *(Legal to fill in)*	1/1/2037
Legal Department Internal Tracking #: *(Legal to fill in)*	26-866
RDC Resolution Number	26-91 (25-90, 26-28, 26-60, 26-67, 26-88)
Due Date For Signature:	ASAP
Expiration Date of Contract:	
Renewal Date for Contract:	
Total Dollar Amount of Contract:	NTE $19,236.25
Funding Source:	Number 4445-15-159002-53990 Downtown
W9/EFT Complete: *(Staff Member of Responsible Dept. to fill in)*	
Contract Compliance Certification Complete (if applicable): *(Staff Member of Responsible Dept. to fill in)*	
Procurement Summary Complete: *(Staff Member of Responsible Dept. to fill in)*	

Summary of Contract

Repairs to the brick sidewalks that have settled and securing the loose trash containers at the Trades District.

26-91
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF THE FOURTH AMENDMENT TO THE AGREEMENT WITH MOTHER NATURE LANDSCAPING, INC. FOR SIDEWALK AND TRASH CONTAINER REPAIRS AT THE TRADES DISTRICT

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, in Resolution 26-88, the RDC approved the Third Amendment to the Agreement for erosion control services at Hopewell East;

WHEREAS, the brick sidewalks have settled in a linear fashion in four separate areas within the Trades District;

WHEREAS, City Staff met with Mother Nature Landscaping, Inc. at the Trades District to evaluate the sidewalks and it was determined that the bricks could be removed, the base could be repaired and compacted, and the brick replaced to the correct elevation;

WHEREAS, many of the trash/recycling containers at the Trades District are not properly anchored and are loose and must be stabilized;

WHEREAS, Mother Nature Landscaping, Inc. has offered to perform the services for a not-to-exceed fee of Nineteen Thousand Two Hundred Thirty-Six Dollars and Twenty-Five Cents ($19,236.25);

WHEREAS, the Fourth 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 2519-15-159000-53990 (maintenance account).

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 repairs to the brick sidewalks and trash containers within the Trades District serve the public's best interest.

2. The Bloomington Redevelopment Commission hereby approves the Fourth Amendment to the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 2519-15-159000-53990 in an amount not to exceed Nineteen Thousand Two Hundred Thirty-Six Dollars and Twenty-Five Cents ($19,236.25).

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

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AND MOTHER NATURE LANDSCAPING, INC. FOR SIDEWALK AND TRASH CONTAINER REPAIRS AT THE TRADES DISTRICT

THIS FOURTH AMENDMENT TO THE AGREEMENT (the "Fourth 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 the Additional Services itemized in Exhibit A, with all base repair to include compaction. All services must be completed satisfactorily by January 31, 2027.

Section 2.b. **Term.** Is amended to extend the term to March 15, 2027.

Section 3. **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 Nineteen Thousand Two Hundred Thirty-Six Dollars and Twenty-Five Cents ($19,236.25).

All other terms of the Agreement, First Amendment, Second Amendment, and Third Amendment that are not inconsistent with this Fourth 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

K26-866

Contract Cover Memorandum

To: Geoff McKim Controller
From: Dana Robert Kerr, Assistant City Attorney
Date: 11/16/2026
Subject: Thrasher Landscape, Inc. for Snow Removal

Contract Recipient/Vendor Name:	Thrasher Landscape, Inc
Contract Recipient/Vendor Email & Phone	Bobby Thrasher, bobby@thrasherlandscape.com
Controller Initials of Approval:	
Department Head Initials of Approval:	
Responsible Department Staff: *(Return signed copy to responsible staff)*	Anna Killion-Hanson, RDC Executive Director
Responsible Attorney: *(Return signed copy to responsible attorney)*	Dana Robert Kerr, Assistant City Attorney
Record Destruction Date: *(Legal to fill in)*	1/1/2040
Legal Department Internal Tracking #: *(Legal to fill in)*	26-867
RDC Resolution Number	26-92
Due Date For Signature:	ASAP
Expiration Date of Contract:	6/30/2027
Renewal Date for Contract:	Two - One Year Extensions
Total Dollar Amount of Contract:	NTE $25,000
Funding Source:	2519-15-150000-53990
W9/EFT Complete: *(Staff Member of Responsible Dept. to fill in)*	
Contract Compliance Certification Complete (if applicable): *(Staff Member of Responsible Dept. to fill in)*	
Procurement Summary Complete: *(Staff Member of Responsible Dept. to fill in)*	

Summary of Contract

On-call snow removal services for the RDC properties to be directed by RDC Staff or City Public Works/Facilities Staff.

26-92
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF AGREEMENT FOR ON CALL SERVICES WITH THRASHER LANDSCAPE, INC. FOR SNOW REMOVAL

WHEREAS, the Bloomington Redevelopment Commission ("RDC") owns numerous properties that require snow removal services;

WHEREAS, the RDC has determined that an On Call Services Agreement ("Agreement") is necessary to respond timely and efficiently to snow and/or ice events;

WHEREAS, the City Department of Public Works, Facilities Section, had performed due diligence in selecting snow removal contractors and determined that Thrasher Landscape, Inc. was one of their approved contractors and recommended them for the RDC properties;

WHEREAS, the Agreement included herewith as Attachment 1 is consistent with the pricing agreed upon with the City;

WHEREAS, City Staff recommends that that the City Department of Public Works and its Facilities Section be authorized to initiate and direct Thrasher Landscape, Inc. to perform snow/ice removal activities, along with RDC Staff, due to their staffing capabilities during snow/ice events; and,

WHEREAS, the RDC has available funds to pay for the Services from Fund Account Number 2519-15-159000-53990, the maintenance account.

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 snow removal services serve the public's best interest.

2. The Bloomington Redevelopment Commission hereby approves the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the Agreement from Fund Account Number 2519-15-159000-53990 in an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00).

3. The funding authorization contained in this Resolution shall terminate on June 30, 2027, with two one-year renewal options as outlined in the Agreement.

4. The Bloomington Redevelopment Commission authorizes the City Department of Public Works and its Facilities Section to initiate and direct Thrasher Landscape, Inc. to perform snow/ice removal activities, along with Bloomington Redevelopment Commission Staff.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

Agreement for On Call Services between the Bloomington Redevelopment Commission and Thrasher Landscape, Inc.

On Call Services Agreement

This agreement for services (the "Agreement") is entered into by and between the Bloomington Redevelopment Commission of Bloomington, Indiana, ("RDC"), and Thrasher Landscape, Inc. ("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. Contractor shall not commence any work until the RDC and/or the City of Bloomington Department of Public Works/Facilities communicates a work order to Contractor and both have agreed on costs. Specific scopes of work shall be quoted and agreed upon in writing prior to the start of any work.

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 30th day of June, 2027.

c. Renewal. This Agreement may be renewed for two (2) additional one year terms so long as none of the terms and conditions herein are modified in any way. Each of the two additional one year terms shall renew automatically unless the RDC, not less than thirty (30) days prior to the termination date of the current term, notifies Contractor in writing that the Agreement will not be renewed. If not terminated sooner, then this Agreement shall terminate at the end of the third term.

d. 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.** The RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00) at the rates shown in **Exhibit "A"**. Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: RDC Executive Director, 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. **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.

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, RDC may seek remediation services to render the services or deliverables accessible. Contractor shall be responsible for the costs of remediation, which the RDC may charge Contractor for directly, or deduct from payment owed to Contractor under this Agreement.

6. **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.

7. **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 or City of Bloomington. 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.

8. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless the RDC and City of Bloomington, 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.

9. **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.

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 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 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 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.

10. **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.

11. **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.

12. **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.

13. **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.

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

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

16. **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.

17. **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 RDC or City. 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 City Legal Department 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 or 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.

18. **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.

19. **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.

20. **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.

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

To RDC:

Bloomington Redevelopment Commission
City of Bloomington
Attn: Anna Killion-Hanson
401 North Morton Street, Suite 130
Bloomington, Indiana 47404
(812) 349-3420

To Contractor:

Thrasher Landscape, Inc.
Attn: Bobby Thrasher
2670 West Popcorn Road
Springville, Indiana 47462
(812) 325-4594

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

22. **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.

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

24. **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 Signature Page, found at the end of the contract, following the Exhibits.

Exhibit “A” Scope Of Work

The Services shall include the following**:**

Snow is $100 per hour for labor. For ATV or UTV, the hourly rate for the machine with a plow is $55.00.

For a full-size skid steer with plow and operator, the cost is $180.00. For a truck with a plow and operator, the cost is $180.00

Plow the area and salt when done.

Includes treating the areas when down with ice melt.

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 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.

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

Exhibit “C” Affidavit Regarding The Living Wage Ordinance

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

1. The company named herein that employs the undersigned 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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
3. The projected employment needs under the award include the following:

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

5. 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.

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

Signature Page

The Parties have executed this signature page reflecting their agreement with and intent to be bound by the terms and conditions listed in their “Agreement for On Call Services between the Bloomington Redevelopment Commission and Thrasher Landscape, Inc.” and any Exhibit to said Agreement.

ignatures

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

loomington Redevelopment Commission

Signature:

Full Name: Deborah Myerson

Date Signed:

Title: Commission President

Thrasher Landscape, Inc.

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

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

Signature:

Full Name: Bobby Thrasher

Date Signed:

Title:

Contract Cover Memorandum

To: Geoff McKim Controller
From: Dana Robert Kerr, Assistant City Attorney
Date:
Subject: Vendor - Purpose of Contract

Contract Recipient/Vendor Name:	MacAllister Machinery Co., Inc.
Contract Recipient/Vendor Email & Phone	Les Miller, LesMiller@macallister.com
Controller Initials of Approval:	
Department Head Initials of Approval:	
Responsible Department Staff: *(Return signed copy to responsible staff)*	Anna Killion-Hanson, Redc Executive Director
Responsible Attorney: *(Return signed copy to responsible attorney)*	Dana Robert Kerr, Assistant City Attorney
Record Destruction Date: *(Legal to fill in)*	1/1/2038
Legal Department Internal Tracking #: *(Legal to fill in)*	26-872
RDC Resolution Number	26-93
Due Date For Signature:	ASAP
Expiration Date of Contract:	1/31/2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	$15,105.62
Funding Source:	2519-15-159000-53990
W9/EFT Complete: *(Staff Member of Responsible Dept. to fill in)*	
Contract Compliance Certification Complete (if applicable): *(Staff Member of Responsible Dept. to fill in)*	
Procurement Summary Complete: *(Staff Member of Responsible Dept. to fill in)*	

Summary of Contract

The mother board on the Trades District Garage needs to be replaced and programmed.

26-93
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF AGREEMENT WITH
MACALLISTER MACHINERY TO
REPAIR GENERATOR AT THE TRADES DISTRICT GARAGE

WHEREAS, the Bloomington Redevelopment Commission ("RDC") owns and controls the Trades District Garage;

WHEREAS, the mother board on the Trades District Garage generator requires replacement and programming ("Services");

WHEREAS, MacAllister Machinery Co., Inc. is an approved contractor with the City Department of Public Works, Facilities Section, who recommends their services to repair the generator;

WHEREAS, MacAllister Machinery Co., Inc. has provided a proposal totaling Fifteen Thousand One Hundred Five Dollars and Sixty-Two Cents ($15,105.62);

WHEREAS, City Staff has prepared an Agreement for the Services which is included herewith as Attachment 1; and,

WHEREAS, the RDC has available funds to pay for the Services from Fund Account Number 2519-15-159000-53990 (maintenance account).

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 Services serve the public's best interest.

2. The Bloomington Redevelopment Commission hereby approves the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 2519-15-159000-53990 in an amount not to exceed Fifteen Thousand One Hundred Five Dollars and Sixty-Two Cents ($15,105.62).

3. The funding authorization contained in this Resolution shall terminate on January 31, 2027, for services performed on or before December 31, 2026, unless extended by the RDC 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

AGREEMENT FOR SERVICES
between the
BLOOMINGTON REDEVELOPMENT COMMISSION
and
MACALLISTER MACHINERY CO., INC.

This Agreement (the "Agreement") is entered into by and between the Bloomington Redevelopment Commission of the City of Bloomington, Indiana ("RDC"), and MacAllitser Machinery Co., Inc. ("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 January, 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 Fifteen Thousand One Hundred Five Dollars and Sixty-Two Cents ($15,105.62). 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. **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.

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

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

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

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

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

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.

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

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

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

16. **Assignment.** Neither the RDC nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the

written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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 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.

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.

22. **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.

23. **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.

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

To RDC:
Bloomington Redevelopment Commission
City of Bloomington
Attn: Anna Killion-Hanson
401 North Morton Street, Suite 130
Bloomington, Indiana 47404
(812) 349-3420

To Contractor:
Les Miller
MacAllister Machinery Co., Inc.
6300 Southeastern Avenue
Indianapolis, Indiana 46203
(765) 449-8191

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. 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

President, Vice President, or Corporation Counsel:

- Signature:_____
- Full Name:_____
- Date Signed:_____
- Title:_____

MACALLISTER MACHINERY CO., INC.

- Signature:_____
- Full Name:_____
- Date Signed:_____
- Title:_____
- Company:_____

EXHIBIT "A"

SCOPE OF WORK & SCHEDULE

The Services shall include those detailed on the following page and all work shall be completed by December 31, 2026**.**

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

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

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

_____

Signature

_____

Printed Name

Centralized Field - Power
6300 Southeastern Ave
Indianapolis, Indiana 46203

REMIT TO: **MacAllister Machinery**
Dept. 78731
P.O. Box 78000
Detroit, Michigan 48278-0731

To view and pay invoices online, go to:
https://secure.billtrust.com/Macallister/ig/signin

Account Number: 793100
CUSTOMER QUOTE

Centralized Field - Power
6300 Southeastern Ave
Indianapolis, Indiana 46203
Phone: 317-545-2151

CITY OF BLOOMINGTON/PUBLIC WORKS
401 N MORTON ST
BLOOMINGTON IN 47404

SHIP TO
300 E 4th St,
Bloomington, IN
JD Boruff boruffj@bloomington.in.gov

QUOTE NUMBER	REVISION	QUOTE DATE	EXPIRATION DATE	CUSTOMER PO NUMBER	PAGE
71261	**1**	**10/13/2026**	**12/31/2026**		**1 OF 2**

MAKE	MODEL	EQUIPMENT NUMBER	SERIAL NUMBER	METER READING	SHIP VIA	TAX
CUMMINS	**DSHAD**	**FD1**	**J160105380**	**0**		**IN**

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION

JD BORUFF
812-325-2952

Normal business hours 7:am-4:pm Mon-Fri
Rental Generator not included in this quote
Check with onsite contact before taking unit out of auto
additional parts shipping costs may be required

*** PRICING FOR CUMMINS TO REPLACE AND PROGRAM CONTROL PANEL MOTHER BOARD ***
** MACALLISTER TECHNICIAN TO BE ONSITE TO ASSIST IN REPAIRS**

SEG. 1 / REPAIR / ENGINE ELEC CONTROL (PGM)

CUMMINS ONSITE TO REPLACE MOTHER BOARD

MACALLISTER TECHNICIAN ONSITE TO ASSIST IN REPAIRS

LABOR

8.00	Labor hours	Field	218.00	1,744.00

MISCELLANEOUS

1	CUMMINS REPLACE MOTHER BOARD		12,917.57	12,917.57

SEGMENT 1	TOTAL LABOR	1,744.00
	TOTAL MISC. CHARGES	12,917.57
	TOTAL TAX EXEMPT MISC. CHARGES 12,917.57	
	SEGMENT TOTAL	14,661.57

SEG. 3 / TRAVEL TO/FROM / WORK AREA

LABOR

0.50	Labor hours	Field	174.00	87.00

SEGMENT 3	TOTAL LABOR	87.00
	SEGMENT TOTAL	87.00

SUBTOTAL BEFORE TAXES **14,748.57**

Centralized Field - Power
6300 Southeastern Ave
Indianapolis, Indiana 46203

REMIT TO: **MacAllister Machinery**
Dept. 78731
P.O. Box 78000
Detroit, Michigan 48278-0731

To view and pay invoices online, go to:
https://secure.billtrust.com/Macallister/ig/signin

Account Number: 793100
CUSTOMER QUOTE

Centralized Field - Power
6300 Southeastern Ave
Indianapolis, Indiana 46203
Phone: 317-545-2151

CITY OF BLOOMINGTON/PUBLIC WORKS
401 N MORTON ST
BLOOMINGTON IN 47404

SHIP TO
300 E 4th St,
Bloomington, IN
JD Boruff boruffj@bloomington.in.gov

QUOTE NUMBER	REVISION	QUOTE DATE	EXPIRATION DATE	CUSTOMER PO NUMBER	PAGE
71261	**1**	**10/13/2026**	**12/31/2026**		**2 OF 2**

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION
		Truck Use Charge		274.65
		Environmental charge		82.40
		Indiana Non-tax Resale		0.00

The terms and conditions found at www.macallister.com/serviceterms ("Service Terms") are incorporated herein by this reference and apply to the provision of Services by MacAllister (as defined in the Service Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of liability. By approving the Work Order orally, in writing, or otherwise, accepting or using the Equipment after the Services are performed, or making payment(s) to MacAllister for or related to the Services, Customer agrees to be bound by the Service Terms, even if this form has not been fully executed.

Submitted by: Les Miller
Cell: 1-765-715-1498
Fax: 1-765-449-7077
Voice: 1-765-449-8191
Email: LesMiller@macallister.com

TOTAL	**15,105.62**

Customer Signature

Date

Contract Cover Memorandum

To: Geoff McKim Controller
From: Dana Robert Kerr, Assistant City Attorney
Date: 11/16/2026
Subject: Centerstone - Temporary Parking at 714 South Rogers Extension

Contract Recipient/Vendor Name:	Centerstone of Indiana, Inc.
Contract Recipient/Vendor Email & Phone	Lisa Dominisse Lisa.Dominisse@centerstone.org
Controller Initials of Approval:	
Department Head Initials of Approval:	
Responsible Department Staff: *(Return signed copy to responsible staff)*	Anna Dragovich, ESD Capital Project Manager
Responsible Attorney: *(Return signed copy to responsible attorney)*	Dana Robert Kerr, Assistant City Attorney
Record Destruction Date: *(Legal to fill in)*	1/1/2038
Legal Department Internal Tracking #: *(Legal to fill in)*	26-875 (Extension of 26-164)
RDC Resolution Number	26-94 (26-15)
Due Date For Signature:	ASAP
Expiration Date of Contract:	6/30/2027
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	N/A
Funding Source:	N/A
W9/EFT Complete: *(Staff Member of Responsible Dept. to fill in)*	
Contract Compliance Certification Complete (if applicable): *(Staff Member of Responsible Dept. to fill in)*	
Procurement Summary Complete: *(Staff Member of Responsible Dept. to fill in)*	

Summary of Contract

Description of contract including vendor, purpose of agreement, cost of agreement, etc

26-94
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH CENTERSTONE OF INDIANA, INC. FOR TEMPORARY PARKING AT 714 SOUTH ROGER STREET

WHEREAS, the Bloomington Redevelopment Commission ("RDC") purchased the property formerly occupied by Bloomington Hospital;

WHEREAS, by Resolution 26-15 the RDC granted an Access and License Agreement to Centerstone of Indiana, Inc. for temporary permission to allow its employees and clients to park vehicles on the property located at 714 South Rogers Street;

WHEREAS, by Resolution 26-15, Centerstone's authorization to park at 714 South Rogers Street will expire on December 31, 2026;

WHEREAS, the RDC finds it appropriate to extend such temporary access and parking rights through an amendment to the license agreement as the timeframe in which the parking lot will be needed for development of Hopewell South has not yet been confirmed, though likely in the Spring of 2027, of which Centerstone has been put on notice;

WHEREAS, the RDC finds that the notice period for termination should be reduced to seven (7) days due to pending construction;

WHEREAS, City Staff has prepared an amendment to the temporary use agreement for temporary parking which is located in Attachment 1; and,

WHEREAS, the RDC has determined that such temporary use of said surface lot is a benefit to the community.

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

1. The Bloomington Redevelopment Commission finds that the above-described temporary parking is an appropriate use of the identified surface lot, and finds that such use serves the public's best interest.

2. The First Amendment to the Agreement with Centerstone of Indiana, Inc. for Temporary Parking at 714 South Rogers Street, included herewith as Attachment 1, is hereby approved.

3. The Bloomington Redevelopment Commission delegates to City staff the authority to make day-to-day decisions regarding parking arrangements and all other matters necessary to implement the temporary parking agreement.

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

FIRST AMENDMENT OF THE TEMPORARY ACCESS AND LICENSE AGREEMENT

First Amendment of the Temporary Access and License Agreement (this "First Amendment") is entered into and effective upon completion of execution (the "Effective Date"), by and between The City of Bloomington Redevelopment Commission, an Indiana nonprofit corporation ("Licensor"), and Centerstone of Indiana, Inc. ("Licensee"), collectively the "Parties," amending the Temporary Access and License Agreement entered into between the Parties on or about March 2, 2026.

Amendment

Section 2. Term.

This section is stricken in its entirety and replaced with the following.

The term of this Agreement shall commence on the Effective Date and expire upon notice from Licensor of no less than seven (7) days or no later than June 30, 2027, (the "Term").

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

LICENSOR:

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____
Deborah Myerson, RDC President

Date: _____

LICENSEE:

CENTERSTONE OF INDIANA, INC.

By: _____

Printed: _____

Title: _____

Date: _____

Legal Tracking: 26-875

26-95
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF NOTICE OF OFFERING FOR
WEST DODDS STREET PROPERTIES

WHEREAS, in Resolution 22-32, the Bloomington Redevelopment Commission (RDC) ratified the Offer to Purchase the West Dodds Street Properties from Habitat for Humanity for One Hundred Thirty-Six Thousand Dollars ($136,000.00);

WHEREAS, the Dodds Street Properties include 813, 819, 825, and 831 West Dodds Street, each consisting of 0.16 acres, more or less;

WHEERAS, the purchase of the West Dodds Street Properties was for affordable housing and the RDC is not prepared to develop the property and determines that the lots should be sold;

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property for sale;

WHEREAS, after obtaining appraisals required by Indiana Code § 36-7-14-22(b), which are confidential and not open to public inspection by said Code, the RDC has set an Offering Price of One Hundred Sixty-Four Thousand Dollars ($164,000.00) for all four lots combined;

WHEREAS, in order to publicly offer property for sale in accordance with Indiana Code § 36-7-14-22, the RDC must publish notice twice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

WHEREAS, City staff have prepared a notice of offering for the West Dodds Street Properties, which is included herewith as Attachment 1.

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

1. The Bloomington Redevelopment Commission has determined that the West Dodds Street Properties should be sold.

2. The Bloomington Redevelopment Commission finds that the sale of the real estate will enhance the private development and economic development of the Consolidated TIF.

3. The Bloomington Redevelopment Commission authorizes City staff to issue the Notice of Offering to solicit bids for the West Dodds Street Properties, setting the Offering Price

at One Hundred Sixty-Four Thousand Dollars ($164,000.00) for all four lots combined, which Notice is included with this Resolution as Attachment 1.

4. The Bloomington Redevelopment Commission authorizes the use of the Fund Account 2519-15-150000-53990 for the costs of publishing the Notice of Offering and any related costs. These expenditures must comply with the City and the Bloomington Redevelopment Commission's claims process.

5. The funding authorization approved by this Resolution shall terminate July 31, 2027, unless extended by approval by Resolution of the Bloomington Redevelopment Commission.

6. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution, including establishing the Offering Date.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Deborah Myerson, President

ATTEST:

_____
John West, Secretary

_____
Date

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

NOTICE OF OFFERING – REAL ESTATE FOR SALE

Property Location: 813, 819, 825, 831 W. Dodds Street
Offering Price: $164,000.00
Offering Date: [Date]

1. NOTICE OF OFFERING

Notice is hereby given that the Bloomington Redevelopment Commission (RDC) is offering the real estate identified below for sale for the purpose of developing housing.

The RDC invites proposals from qualified developers interested in purchasing one or more of the available lots and constructing housing that advances the City's housing objectives.

The RDC intends to select a development partner capable of delivering housing promptly. Proposals must demonstrate financial capacity, development experience, and a credible plan to complete the proposed project within the required timeframe.

2. PROPERTY INFORMATION

The offering consists of the following lots:

Lot	Parcel Number	Lot Size
Lot 83	53-08-05-402-108.000-009	0.16
Lot 82	53-08-05-402-109.000-009	0.16
Lot 81	53-08-05-402-051.000-009	0.16

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CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Lot 80 53-08-05-402-131.000-009 0.16

Zoning: R3: Residential Small Lot

Purpose

The R3 district is intended to protect and enhance established residential neighborhoods by increasing the viability of owner-occupied and affordable dwelling units through small-lot subdivisions, accessory dwelling units, and property improvements compatible with surrounding development patterns. The conversion of existing housing stock to more intense land uses is discouraged. This district may be used as a transition between medium-lot residential development and neighborhood-scale residential, commercial, and institutional development.

Dimensional Standards

The following table is a summary of the district-specific dimensional standards. Additional standards from Section 20.04.020 (Dimensional Standards) also apply.

Table 02-4: R3 District Dimensional Standards

Lot Dimensions (Minimum, only for lots created after the effective date)		
A	Lot area	2,000 square feet [1]
B	Lot width	25 feet [1]
Building Setbacks (Minimum)		
C	Front build-to range	5 - 15 feet
	Front building facade at build-to-range (minimum)	50%
	Attached front-loading garage or carport	10 feet behind the primary structure's front building wall
D	Side	4 feet [1] [2] [3]
E	Rear	15 feet [1] [3]
Other Standards		
	Impervious surface coverage (maximum)	70%
F	Primary structure height (maximum)	35 feet
	Accessory structure height (maximum)	20 feet

Notes:

[1] See Section 20.04.110 (Incentives) for alternative standards.

[2] Legally established lots of record that are less than the minimum lot width may reduce the required setback by 2 feet.

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[3] Side primary building setbacks shall be reduced by 2 feet if adjacent to a platted alley. Rear primary building setbacks shall be reduced by 10 feet if adjacent to a platted alley.

3. DEVELOPMENT OBJECTIVES AND REQUIREMENTS

The RDC seeks proposals that will result in the timely construction of quality housing.

Respondents must identify:

- Which lot or lots they are offering to purchase.
- Proposed housing type and number of units.
- Proposed ownership or rental structure.
- Approximate targeted purchase price or rental rate.

Proposals should demonstrate an efficient and feasible use of the available lots and respond to identified housing needs in the community.

4. DEVELOPER QUALIFICATIONS AND PROPOSAL REQUIREMENTS

Each proposal must include:

A. Development Proposal

- Identification of the lot(s) proposed for purchase.
- Conceptual site plan or description of the proposed development.
- Proposed number and type of housing units.
- Approximate targeted purchase price or rental rate.

B. Development Team and Experience

- Description of relevant experience completing comparable projects.

C. Financial Capacity

- Evidence of financial capacity, including available equity, lender interest or commitments, or other supporting documentation.

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REDEVELOPMENT COMMISSION

D. Project Schedule

- Proposed acquisition and closing schedule.
- Anticipated permitting and construction schedule.
- Demonstration of the ability to meet the required commencement and completion deadlines.

E. Purchase Offer

- Proposed purchase price.
- Any requested financial assistance, incentives, or other conditions.

5. REQUIRED PROJECT TIMELINE

The selected developer must meet the following deadlines:

- **Construction Commencement:** Within nine (9) months of property conveyance.
- **Project Completion:** Within fifteen (15) months of construction commencement.

Construction commencement must involve actual physical construction activity and cannot be satisfied solely by completing due diligence, submitting plans, or obtaining permits.

The RDC will establish project milestones and reporting requirements in the Project Agreement. Failure to meet the agreed deadlines may result in remedies established in that agreement.

6. SELECTION

The RDC reserves the right to accept or reject any or all offers.

In determining the best offer, the RDC will consider:

- Number and type of housing units.
- Proposed Affordability.
- Quality and feasibility of the proposed development.
- Developer experience and financial capacity.
- Strength of the development team.
- Ability to meet the required project schedule.
- Overall benefit to the community.

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The RDC is not obligated to accept the highest purchase offer.

7. PROJECT AGREEMENT

The successful respondent will be required to enter into a Project Agreement with the RDC establishing the terms of purchase, approved development plan, affordability commitments, construction milestones, completion deadlines, and appropriate performance requirements and remedies.

The successful respondent must be prepared to negotiate the Project Agreement in good faith within sixty (60) days following acceptance of the offer, unless otherwise agreed by the RDC.

8. SUBMISSIONS

All offers must be received by:

Deadline: [Date and Time]
Email: Anna.killionhanson@bloomington.in.gov
Subject Line: Housing Development Proposal – Dodds Lots

Offers must include a letter of intent addressing the requirements outlined in this offering.

The RDC will consider written offers at a public meeting in accordance with applicable Indiana law.

This Offering is subject to Indiana Code § 36-7-14-22 and other applicable laws governing the disposition of redevelopment property.

Bloomington Redevelopment Commission
City of Bloomington, Indiana

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