

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**January 22, 2024 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killian-Hanson, at [anna.killianhanson@bloomington.in.gov](mailto:anna.killianhanson@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.

Join Zoom Meeting  
<https://bloomington.zoom.us/j/88951286156?pwd=lQH6isnPBgj6hcRO19GeehVXdVNq3y.1>  
Meeting ID: 889 5128 6156  
Passcode: 042786

- I. ROLL CALL**
- II. READING OF THE MINUTES** – December 18, 2023
- III. EXAMINATION OF CLAIMS** –December 22, 2023 for \$930,779.66 and January 19, 2024 for \$1,720,617.36
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 15, 2023 for \$37,491.57 and December 29, 2024 for \$37,656.67 and January 12, 2024 for \$1,254.21
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
- VI. NEW BUSINESS**
  - A. Election of Officers
  - B. Resolution 24-01: Approval of the 2024 Meeting Schedule
  - C. Resolution 24-02: Approval of Maintenance Funds
  - D. Resolution 24-03: Approval of Amended Project Review Form for the Fourth Street Parking Garage.
  - E. Resolution 24-04: Approval of Second Addendum to Parking Agreement
  - F. Resolution 24-05: Approval of Restrictive Covenant for 617 N. Madison Street
  - G. Resolution 24-06: Approval of Non-Domestic Steel for Trades District Technology Center
  - H. Resolution 24-07: Approval of Amendment to Agreement with Weber Group for Trades District Gateway Art
  - I. Resolution 24-08: Approval to Increase Funding for an Emergency Home Repair Project at 1600 Willis Drive, Lot 6
  - J. Resolution 24-09: Approval to Increase Funding for an Emergency Home Repair Project at 1600 Willis Drive Lot 255
  - K. Resolution 24-10: Lease Modification for Early Termination – Kerr Law, P.C.
  - L. Resolution 24-11: Lease Modification for Early Termination – Indiana Team, LLC
  - M. Resolution 24-12: Lease Modification for Early Termination – Bynum Fanyo Utilities
  - N. Resolution 24-13: Lease Modification for Early Termination – GP Strategies Corporation
  - O. Resolution 24-14: Approval of Project Review and Approval Form for Local Share Portion of Funding for B-Line Extension Construction

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

*Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail [human.rights@bloomington.in.gov](mailto:human.rights@bloomington.in.gov).*

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**  
met on Monday, December 18, 2023 at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Cindy Kinnarney presiding:

<https://catstv.net/m.php?q=13099>

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Randy Cassady, Deb Hutton and Deborah Myerson attended the meeting in person. Sarah Bauerle Danzman attended the meeting via Zoom.

Commissioners Absent: None.

City Staff Present: John Hamilton, Mayor; Larry Allen, Deputy Mayor; John Zody, Director, Housing & Neighborhood Development Department (HAND); Anna Hanson, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Colleen Newbill, Assistant City Attorney, City Legal; Heather Lacy, Assistant City Attorney, City Legal; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development (ESD); Jason Moore, Fire Chief; Jeff Underwood, City Controller; Matt Flaherty, Council Member; Roy Aten, Senior Project Manager, Engineering

Others Present: Mayor-elect, Kerry Thomson; Deb Kunce, J.S. Held; Dave Askins, B Square Beacon; Chris Ciolli, Weddle Bros.; Paul Post, President, Don Owens Memorial Lodge 88; Jeff Cockrill, County Attorney's Office

**II. READING OF THE MINUTES** – Deb Hutton moved to approve the December 4, 2023 minutes. Deborah Myerson seconded the motion. Sarah Bauerle Danzman abstained. The motion passed 4-0-1.

**III. EXAMINATION OF CLAIM REGISTER** – Deborah Myerson moved to approve the claim register for December 8, 2023, for \$470,174.04. Deb Hutton seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for December 1, 2023, for \$37,441.55. Deborah Myerson seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** John Zody stated that the RDC met in executive session prior to this meeting. Zody was available to answer questions.

**B. Legal Report:** Colleen Newbill was available to answer questions.

**C. Treasurer's Report:** Jeff Underwood was available to answer questions.

**D. Business Development Updates:** Holly Warren was available to answer questions.

**E. Hopewell Update:** Deb Kunce briefly updated the commission on Hopewell activities. A year-end review was included in the commission packet. Kunce outlined the different sources of funding used for Hopewell. Kunce and staff answered questions from the commissioners.

**VI. NEW BUSINESS**

**A. Convention Center Presentation:** Jeff Cockrill presented some background on the Convention Center expansion project. The Capital Improvement Board (CIB) is managing the project. The

RDC owns property that would benefit the project and Cockrill wanted to get their thoughts on the possibility of donating or selling the property to CIB in the future. Cockrill stated that this is not an official request, he just wants to make the board aware

- B. Resolution 23-105: Approval of General Trades Contract for Showers West.**
- C. Resolution 23-106: Approval of Electrical Contract for Showers West**
- D. Resolution 23-107: Approval of Mechanical and Plumbing Contract for Showers West**
- E. Resolution 23-108: Approval of Fire Protection Construction Services Contract for Showers West**

Randy Cassidy recused himself from all conversations and votes regarding Resolutions 23-105 through 23-108.

Larry Allen gave a presentation on the Showers West project. The presentation included background, design, timeline, funding sources, bids, and project goals. In 2021, Fire Station 1 and the Bloomington Police Department Headquarters (BPD HQ), both in the downtown, flooded. Fire Station 1 became unusable and the fire station was temporarily relocated to the RDC-owned property, College Square. BPD HQ needed significant repairs and replacement of equipment as well.

In 2022, the Common Council approved Economic Development Local Income Tax (EDLIT) revenue bonds for public safety capital projects. Included in those projects was the reconstruction and renovation of Fire Station 1 and the purchase and renovation of Showers West. One of the goals of the Showers West project is to relocate the new BPD HQ and Fire Administration staff to Showers West, which would be integrated with the existing City Hall in the Showers Building. The presentation slides are attached to the December 18 minutes.

Jason Moore, Fire Chief, expressed his support for the project and need for the space. Moore said the Fire Station's current location is temporary and a permanent space is needed. Mayor Hamilton and Council Member Flaherty expressed their support for this project and urged the commissioners to approve the contracts for Showers West.

Cindy Kinnarney asked for public comment.

Paul Post stated that he represents Bloomington Police Department collective bargaining unit. Post said they are opposed to the Showers West move for BPD. Post urged the commission to wait until the new administration and council have a chance to look at the project before moving forward.

Mayor-elect Kerry Thomson asked the commission to wait for the new administration to have an opportunity to review the Showers West project and before moving forward and approving binding contracts. Thomson said it is not appropriate to engage in these contracts until there is a full picture of what the City can fully afford and the new administration has not had an opportunity to look at the finances.

Deb Hutton moved to table Resolutions 23-105 until the next meeting, via roll-call vote. Deborah Myerson seconded the motion. Sarah Bauerle Danzman and Cindy Kinnarney voted no. The motion failed.

Sarah Bauerle Danzman moved to approve Resolution 23-105, via roll-call vote. The motion failed due to the lack of a second motion.

Cindy Kinnarney asked for a motion on Resolutions 23-106, 23-107, and 23-108. Sarah Bauerle Danzman moved to approve Resolutions 23-06, 23-07, and 23-108, via roll-call vote. The motion failed due to lack of a second motion.

Allen said that although the Commission failed to introduce the resolutions for approval, new resolutions for approval of the contracts could be introduced at another meeting of the RDC.

- F. Resolution 23-110: Approval of 2023 CDBG Physical Improvements Life Designs Funding Agreement:** This project is for interior renovations at Housing Options 1 group home located at 1814-1856 S. Covey Lane. The LifeDesigns funding agreement is for an amount not to exceed \$86,803.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-110. Deb Hutton seconded the motion. The motion passed unanimously.

- G. Resolution 23-111: Approval of Lease Extension and Modification Agreement for the Dimension Mill with Dimension Mill, Inc.** The RDC currently has a lease agreement with Dimension Mill, Inc. In accordance with the lease agreement, Dimension Mill Inc. notified the RDC of its intent to extend the lease agreement for an additional 5-year term, which is set to begin on January 1, 2024. The proposed lease extension includes some modifications to the original lease.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-111, via roll-call vote. Deborah Myerson seconded the motion. Cindy Kinnarney abstained. Hutton, Myerson, Randy Cassady and Sarah Bauerle Danzman voted yes. The motion passed.

- H. Resolution 23-112: Addendum to Agreement with CBCI, Inc and Assignment of Agreements.** Larry Allen stated that this agreement formalizes what has been the relationship with the City of Bloomington Capital Improvement Board and the Redevelopment Commission. CBCI acts as an overall coordinator, RDC representative, and project manager of the next stages of Hopewell development. This resolution will memorialize CBCI's role for the Hopewell development and delegate some of its duties under the RDC's agreements with J.S. Held and U3 Advisors and assign those agreements to be managed by CBCI.

A few of the commissioners questioned the benefit of this agreement. Cindy Kinnarney said the new administration should have the opportunity to decide if this is the direction they want to pursue.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to table Resolution 23-112 until the February meeting, via roll-call vote. Deb Hutton seconded the motion. Sarah Bauerle Danzman abstained. Hutton, Cassady, Deborah Myerson and Cindy Kinnarney voted yes. The motion passed.

- I. Resolution 23-113: Approval of Change Orders 2-8 to Project Agreement with Milestone Contractors, LP, for Hopewell Phase 1 East.** Roy Aten stated the change orders are for additional work that was not negotiated at the time the agreement was awarded. The change order package #1 is for \$154,571.81. The proposed change order package #1 would modify the existing agreement with Milestone from \$13,383,338.28 to \$13,537,910.09.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-112, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

- J. Resolution 23-114: Approval of Fourth Amendment of Agreement for Security Patrols at Hopewell Properties.** John Zody stated the current agreement is set to expire on December 31, 2023. The current agreement provides security services for parcels B, C, and D. The proposed fourth amendment to this agreement will extend the expiration date to February 29, 2024, and modify the scope of security services to include parcel A and remove parcel B.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-114, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

- K. Resolution 23-115: Approval of Post-Closing Agreement between the City of Bloomington and IU Health for the Purchase of the IU Health Hospital Site.** Heather Lacy stated that the post-closing agreement memorializes IU Health obligations to complete site-stabilization work that will survive closing. These are obligations that are in the original purchase agreement.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-115, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- L. Resolution 23-116: Approval of Project Review and Approval Form for Local Share Portion of Funding for 1<sup>st</sup> Street Reconstruction for Hopewell.** Roy Aten said that Milestone Contractors was selected as the low-bidder through the Indiana Department of Transportation bidding process. Aten said they received notice from INDOT that they can award the contract. Aten confirmed a total project cost of \$6,247,803.72, with a federal award amount \$4,601,337.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-116, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

**BUSINESS/GENERAL DISCUSSION** – Cindy Kinnarney thanked John Zody for all of his partnership, expertise, and patience with the RDC.

Sarah Bauerle Danzman announced that this was her last meeting as an RDC member.

**XI. ADJOURNMENT** – Deb Hutton to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 7:20 p.m.

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

Date: \_\_\_\_\_



# Board of Redevelopment Commission Claim Register

Invoice Date Range 12/09/23 - 12/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321123	06- cell phone chgs 10/12/23-11/11/23-Inv. 287297421132X11192023	Edit		12/20/2023	12/20/2023	12/20/2023			245.68
							Account <b>53210 - Telephone</b> Totals		Invoice Transactions 1	\$245.68
							Program <b>151000 - Neighborhood</b> Totals		Invoice Transactions 1	\$245.68
Program <b>151600 - Title 16</b>										
Account <b>52420 - Other Supplies</b>										
53442 - Paragon Micro, INC	S5135713	15-Multifunction printer for the Assistant Director's Office	Paid by EFT # 56540		12/12/2023	12/12/2023	12/22/2023		12/22/2023	529.99
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	\$529.99
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-19506a	15-250 Business Cards for Chastina Hayes	Paid by EFT # 56509		12/12/2023	12/12/2023	12/22/2023		12/22/2023	65.58
							Account <b>53310 - Printing</b> Totals		Invoice Transactions 1	\$65.58
Account <b>53990 - Other Services and Charges</b>										
1235 - Monroe County Apartment Association	3377	15-Holiday luncheon Hewitt & Zody	Paid by Check # 77795		12/12/2023	12/12/2023	12/22/2023		12/22/2023	30.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$30.00
							Program <b>151600 - Title 16</b> Totals		Invoice Transactions 3	\$625.57
							Department <b>15 - HAND</b> Totals		Invoice Transactions 4	\$871.25
							Fund <b>101 - General Fund (S0101)</b> Totals		Invoice Transactions 4	\$871.25
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
19173 - A-1 Town Homes & Apartments, LLC	R101-Thigpen	15-Rent Deposit for Cecilia Thigpen -908 S Washington Apt 9	Paid by Check # 77777		12/12/2023	12/12/2023	12/22/2023		12/22/2023	500.00
6924 - All Natural Properties	R101-Wright	15-Rent Deposit for Marquisha Wright-1403 W 6th Street	Paid by Check # 77778		12/12/2023	12/12/2023	12/22/2023		12/22/2023	500.00





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<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
8859 - C&J Cornerstone LLC	R101-Teckenbrock	15-Rent Deposit for Alisha Teckenbrock - 2623 E Oaklawn Court	Paid by EFT # 56373		12/12/2023	12/12/2023	12/22/2023		12/22/2023	500.00
							Account <b>53960 - Grants</b> Totals	Invoice Transactions 3		<u>\$1,500.00</u>
							Program <b>150000 - Main</b> Totals	Invoice Transactions 3		<u>\$1,500.00</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 3		<u>\$1,500.00</u>
							Fund <b>153 - LIT – Economic Development</b> Totals	Invoice Transactions 3		<u>\$1,500.00</u>
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>15 - HAND</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
504 - Housing Authority Of The City of Bloomington (BHA)	202306	15-ARPA Grant - Land Lord Risk Mitigation Year 2 - Qtr 2	Paid by EFT # 56448		12/12/2023	12/12/2023	12/22/2023		12/22/2023	11,606.01
504 - Housing Authority Of The City of Bloomington (BHA)	202309	15-ARPA Grant - Land Lord Risk Mitigation Year 2 - Qtr 3	Paid by EFT # 56448		12/12/2023	12/12/2023	12/22/2023		12/22/2023	19,474.36
							Account <b>53960 - Grants</b> Totals	Invoice Transactions 2		<u>\$31,080.37</u>
Account <b>53990 - Other Services and Charges</b>										
7862 - Winslow Ranch Marketing, LLC	1337	15-Marketing - Social Media Services for the HAND Dept.-Nov 2023	Paid by EFT # 56651		12/12/2023	12/12/2023	12/22/2023		12/22/2023	580.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$580.00</u>
							Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice Transactions 3		<u>\$31,660.37</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 3		<u>\$31,660.37</u>
							Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals	Invoice Transactions 3		<u>\$31,660.37</u>



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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 <b>250 - CDBG</b>											
Department <b>15 - HAND</b>											
Program <b>150000 - Main</b>											
Account <b>53960 - Grants</b>											
47 - Community Kitchen Of Monroe County, INC	NOV2023	15-CDBG-meals for November 2023-661 meals	Paid by EFT # 506		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,141.64	
1102 - Mother Hubbard's Cupboard	2-10/1-10/31/23	15-2023 CDBG Social Service Grant - Oct 2023 Salaries	Paid by EFT # 507		12/12/2023	12/12/2023	12/22/2023		12/22/2023	4,498.27	
1102 - Mother Hubbard's Cupboard	3-11/1-11/30/23	15-2023 CDBG Social Service Grant - Nov 2023 Salaries	Paid by EFT # 507		12/12/2023	12/12/2023	12/22/2023		12/22/2023	6,620.66	
									Account <b>53960 - Grants</b> Totals	Invoice Transactions 3	\$13,260.57
Account <b>53990 - Other Services and Charges</b>											
3164 - New Hope Family Shelter, INC	SOLARPANEL-2023	15-CDBG - 1140 S Morton Solar Panel Project	Paid by EFT # 508		12/12/2023	12/12/2023	12/22/2023		12/22/2023	60,000.00	
3164 - New Hope Family Shelter, INC	PLAYGROUND-2023	15-CDBG-1140 S Morton Playground Project	Paid by EFT # 508		12/12/2023	12/12/2023	12/22/2023		12/22/2023	11,096.61	
7699 - Summit Hill Community Development Corporation	.12.7.2023	15-BHA Solar Panels and Sidewalk Project	Paid by EFT # 509		12/12/2023	12/12/2023	12/22/2023		12/22/2023	25,000.00	
									Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 3	\$96,096.61
									Program <b>150000 - Main</b> Totals	Invoice Transactions 6	\$109,357.18
									Department <b>15 - HAND</b> Totals	Invoice Transactions 6	\$109,357.18
									Fund <b>250 - CDBG</b> Totals	Invoice Transactions 6	\$109,357.18
Fund <b>254 - HOME</b>											
Department <b>15 - HAND</b>											
Program <b>150000 - Main</b>											
Account <b>53990 - Other Services and Charges</b>											
4483 - City Lawn Corporation	22349	15-HOME-Evergreen Lots 1/2-mowing - 10/30/23	Paid by EFT # 273		12/12/2023	12/12/2023	12/22/2023		12/22/2023	55.00	
									Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$55.00
									Program <b>150000 - Main</b> Totals	Invoice Transactions 1	\$55.00
									Department <b>15 - HAND</b> Totals	Invoice Transactions 1	\$55.00
									Fund <b>254 - HOME</b> Totals	Invoice Transactions 1	\$55.00



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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
<b>Fund 256 - Special Grants</b>										
Department <b>15 - HAND</b>										
Program <b>15HAND - HAND Programs</b>										
Account <b>53990 - Other Services and Charges</b>										
5900 - VET Environmental Engineering, LLC	7108	15-Lead Clearance Testing for 347 S Maple-10/5-11/17/23	Paid by EFT # 56637		12/12/2023	12/12/2023	12/22/2023		12/22/2023	856.62
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$856.62
							Program <b>15HAND - HAND Programs</b> Totals	Invoice Transactions	1	\$856.62
							Department <b>15 - HAND</b> Totals	Invoice Transactions	1	\$856.62
							Fund <b>256 - Special Grants</b> Totals	Invoice Transactions	1	\$856.62
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5609 - Aecom Technical Services	2000831405	15-Hopewell PH I East, Environmental 11/04/23-12/01/23	Paid by EFT # 56323		12/12/2023	12/12/2023	12/22/2023		12/22/2023	440.00
18844 - First Financial Bank, N.A.	MILHOPEPHIE-App4	15-Hopewell Phase 1 East ESCROW- Milestone 11/01-12/04/23-App 4	Paid by Check # 77783		12/12/2023	12/12/2023	12/22/2023		12/22/2023	23,412.06
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00002	15-1st Street Reconstruction - CE 05/29/23-07/02/23	Paid by EFT # 56438		12/12/2023	12/12/2023	12/22/2023		12/22/2023	2,513.10
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00005	15-1st Street Reconstruction - CE 08/28/23-09/30/23	Paid by EFT # 56438		12/12/2023	12/12/2023	12/22/2023		12/22/2023	6,478.73
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00006	15-1st Street Reconstruction - CE 10/02/23-10/29/23	Paid by EFT # 56438		12/12/2023	12/12/2023	12/22/2023		12/22/2023	3,213.40
19278 - Milestone Contractors, LP	MILHOPEPHIE-App4	15-Hopewell Phase 1 East Infrastructure 11/01-12/04/23-App 3	Paid by EFT # 56511		12/12/2023	12/12/2023	12/22/2023		12/22/2023	444,829.09
7808 - J.S. Held LLC	INV-01US-0113096	15-Project Management for Hopewell Site- Aug-Oct 2023	Paid by EFT # 56468		12/12/2023	12/12/2023	12/22/2023		12/22/2023	55,028.00
7808 - J.S. Held LLC	INV-01US-0113970	15-Project Management for Hopewell Sites - Nov 2023	Paid by EFT # 56468		12/12/2023	12/12/2023	12/22/2023		12/22/2023	9,973.50



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<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	3132	15-Hopewell Security Officer Staffing 11/01/2023-11/30/2023	Paid by EFT # 56501		12/12/2023	12/12/2023	12/22/2023		12/22/2023	8,787.60
8989 - Planterworx INC	23159-A	15-Hopewell Site Furnishing - Planters/Caster Kits/Palletizing	Paid by EFT # 56550		12/12/2023	12/12/2023	12/22/2023		12/22/2023	10,708.50
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	10	\$565,383.98
							Program <b>159001 - Adams Crossing Area</b> Totals	Invoice Transactions	10	\$565,383.98
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
7509 - Axis Architecture + Interiors, LLC	2022001-11	04-Services/Expenses-Trades District Tech Center 11/1/23	Paid by EFT # 56341		12/12/2023	12/12/2023	12/22/2023		12/22/2023	8,230.88
11272 - Patriot Engineering And Enviromental, INC	136168	04-Trades Dist Tech Ctr- Inspections/Material Testing-10/31/23	Paid by EFT # 56542		12/12/2023	12/12/2023	12/22/2023		12/22/2023	7,323.35
2129 - TA Bloomington, INC (FC Tucker/Bloomington)	2695	15-Real Estate Services for Showers West-8/25 -12/12/23	Paid by EFT # 56605		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,250.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	3	\$16,804.23
							Program <b>159002 - Downtown Area</b> Totals	Invoice Transactions	3	\$16,804.23
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5409 - VS Engineering, INC	462814	15-17th Street WEST Construction Inspection-serv thru 10/31/23	Paid by EFT # 56638		12/12/2023	12/12/2023	12/22/2023		12/22/2023	7,822.16
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	1	\$7,822.16
							Program <b>159006 - West 17th Street Area</b> Totals	Invoice Transactions	1	\$7,822.16
							Department <b>15 - HAND</b> Totals	Invoice Transactions	14	\$590,010.37
							Fund <b>439 - Consolidated TIF</b> Totals	Invoice Transactions	14	\$590,010.37
<b>Fund 444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
392 - Koorsen Fire & Security, INC	IN00541691	06-College Sq-quarterly fire alarm - 12/01/23-02/29/24	Paid by EFT # 56486		12/12/2023	12/12/2023	12/22/2023		12/22/2023	150.00



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Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7402 - Nature's Way, INC	63515	06-Monthly Interior Maintenance - College Square - 12/1/23	Paid by EFT # 56524		12/12/2023	12/12/2023	12/22/2023	12/22/2023		83.54
6688 - SSW Enterprises, LLC (Office Pride)	Inv-178712	06-Janitorial Service at College Square - 12/1/23	Paid by EFT # 56595		12/12/2023	12/12/2023	12/22/2023	12/22/2023		397.50
6378 - ANN-KRISS, LLC	721.112523	04-The Mill-service call & work on doors 11/25/23	Paid by EFT # 56333		12/12/2023	12/12/2023	12/22/2023	12/22/2023		525.00
7402 - Nature's Way, INC	63468	04- Trades District Fall Cleanup -11/27/23	Paid by EFT # 56524		12/12/2023	12/12/2023	12/22/2023	12/22/2023		1,108.80
7402 - Nature's Way, INC	63469	04-Trades District-Pkg Garage-Fall Cleanup-11/29/23	Paid by EFT # 56524		12/12/2023	12/12/2023	12/22/2023	12/22/2023		415.80
321 - Harrell Fish, INC (HFI)	W96834	15-Work Performed at 320 West 8th (Showers West)-line sizes	Paid by EFT # 56439		12/12/2023	12/12/2023	12/22/2023	12/22/2023		135.00
7402 - Nature's Way, INC	63450	15-Showers West-Poinsettias (10) & Maint-11/30/23	Paid by EFT # 56524		12/12/2023	12/12/2023	12/22/2023	12/22/2023		207.00
7402 - Nature's Way, INC	63513	15-Monthly Interior Maint. for Showers West-12/1/23	Paid by EFT # 56524		12/12/2023	12/12/2023	12/22/2023	12/22/2023		263.67
6688 - SSW Enterprises, LLC (Office Pride)	Inv-174164	15-Janitorial Services proved 5x per week-Showers West-11/1/23	Paid by EFT # 56595		12/12/2023	12/12/2023	12/22/2023	12/22/2023		1,569.50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-179040	15-Janitorial Services proved 5x per week-Showers West -12/1/23	Paid by EFT # 56595		12/12/2023	12/12/2023	12/22/2023	12/22/2023		1,648.00
8809 - U3 Advisors, INC	4028-023-011	15-Consultant Services for the Hopewell Project - Nov 2023	Paid by EFT # 56628		12/12/2023	12/12/2023	12/22/2023	12/22/2023		40,000.00
12283 - Smithville Communications	401NMRTN-120123	28-401 N Morton-Internet /telecom hotel-Dec 2023-inc temp F	Paid by Check # 77776		12/13/2023	12/13/2023	12/13/2023	12/13/2023		385.00
208 - City Of Bloomington Utilities	4995-004 1123	15-627 N Morton-water/sewer bill-November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023	12/13/2023		60.33
208 - City Of Bloomington Utilities	200981-001 1123	15-640 N Madison-water/sewer bill-November 2023	Paid by Check # 77766		12/13/2023	12/13/2023	12/13/2023	12/13/2023		11.01



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Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205748681 123	15-105 W 4th St- Misc:Office 2-elec chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	87.43
223 - Duke Energy	9101205755041 123	15-105 4th St W Misc Office 3-elec chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	306.26
223 - Duke Energy	9101205755461 223	15-335 W. 11th-elec chgs 11/02-12/01/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	10.96
223 - Duke Energy	9101205757281 123	15-105 4th St W Misc Office 4-elec chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	187.05
223 - Duke Energy	9101212104031 223	15-105 W 4th St Misc Office 1-elec chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	100.30
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50189910- 120623	15-627 N Morton-gas bill 11/01/23-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	49.40
223 - Duke Energy	9101205758431 123	04-College Sq-200 S. College Ave-elec. chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	166.51
223 - Duke Energy	9101205753641 123	04-College Sq-204 S. College Ave-electric bill 10/27-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	840.78
223 - Duke Energy	9101205763991 123	04-College Sq-210 S. College Ave-elec. chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	446.76
223 - Duke Energy	9101205760181 123	04-College Sq-222 S College Ave -elec bill 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	250.37
223 - Duke Energy	9101205756791 123	04-College Sq-222 S College Ave - elec serv 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	450.44
223 - Duke Energy	9101205750331 123	04-College Sq-226 S. College Ave-elec chgs 10/27/23-11/28/23	Paid by Check # 77772		12/13/2023	12/13/2023	12/13/2023		12/13/2023	480.48
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54987310- 120623	04-College Sq-200 S. College-gas bill 11/01/23-11/30/23	Paid by Check # 77775		12/13/2023	12/13/2023	12/13/2023		12/13/2023	75.14
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54073430- 120623	04-College Sq-216 . College-gas bill 11/01/23-11/30/23	Edit		12/20/2023	12/20/2023	12/20/2023			99.26



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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
<b>Fund 444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
208 - City Of Bloomington Utilities	14660-004 1123	04-College Sq-216 S. College-water/sewer bill-November 2023	Edit		12/20/2023	12/20/2023	12/20/2023			160.53
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 30	\$50,671.82
							Program <b>150000 - Main</b> Totals		Invoice Transactions 30	\$50,671.82
							Department <b>15 - HAND</b> Totals		Invoice Transactions 30	\$50,671.82
							Fund <b>444 - RDC</b> Totals		Invoice Transactions 30	\$50,671.82
<b>Fund 446 - TIF - Prow</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
19741 - Mader Design, LLC	1782	15-Griffy Dam Trail Crossing Project - Final	Paid by EFT # 56499		12/12/2023	12/12/2023	12/22/2023		12/22/2023	500.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$500.00
							Program <b>150000 - Main</b> Totals		Invoice Transactions 1	\$500.00
							Department <b>15 - HAND</b> Totals		Invoice Transactions 1	\$500.00
							Fund <b>446 - TIF - Prow</b> Totals		Invoice Transactions 1	\$500.00
<b>Fund 905 - Housing Develop (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
7768 - Bloomington Cooperative Living Incorporated	HDFL- Nov 23	15-HDF- 410 W. Kirkwood Avenue-Nov 2023 bookkeeping	Paid by EFT # 56354		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,500.00
7768 - Bloomington Cooperative Living Incorporated	HDFL- Sept 23	15-HDF- 410 W. Kirkwood Avenue-Sept 2023 bookkeeping	Paid by EFT # 56354		12/12/2023	12/12/2023	12/22/2023		12/22/2023	1,230.00
7768 - Bloomington Cooperative Living Incorporated	12.5.23	15-Housing Develop Fund-410 W Kirkwood Ave/drywall & insulation	Paid by EFT # 56354		12/12/2023	12/12/2023	12/22/2023		12/22/2023	13,000.00
8272 - Landquest Title Services LLC (Dominion Title)	ROGERS-12.21.23	15-Downpayment Closing Cost-2025 S Bernard-M. Rogers	Paid by EFT # 56314		12/20/2023	12/20/2023	12/20/2023		12/20/2023	50,000.00



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<b>Fund 905 - Housing Develp (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
1785 - Monroe County Land Title Co., INC (Title Plus)	BOYCE-12.22.23	15-Downpayment Closing Cost for 926 N Oolitic-Boyce	Paid by EFT # 56315		12/21/2023	12/21/2023	12/21/2023		12/21/2023	51,038.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 5		<u>\$116,768.00</u>
							Program <b>150500 - Housing</b> Totals	Invoice Transactions 5		<u>\$116,768.00</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 5		<u>\$116,768.00</u>
							Fund <b>905 - Housing Develp (Ord16-41)(S9506)</b> Totals	Invoice Transactions 5		<u>\$116,768.00</u>
<b>Fund 976 - Consolidated TIF Bond Proceeds</b>										
Department <b>15 - HAND</b>										
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5409 - VS Engineering, INC	462814	15-17th Street WEST Construction Inspection-serv thru 10/31/23	Paid by EFT # 56638		12/12/2023	12/12/2023	12/22/2023		12/22/2023	28,549.05
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$28,549.05</u>
							Program <b>159006 - West 17th Street Area</b> Totals	Invoice Transactions 1		<u>\$28,549.05</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 1		<u>\$28,549.05</u>
							Fund <b>976 - Consolidated TIF Bond Proceeds</b> Totals	Invoice Transactions 1		<u>\$28,549.05</u>
							Grand Totals	Invoice Transactions 69		<u>\$930,799.66</u>





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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
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>52110 - Office Supplies</b>										
5103 - Staples Contract & Commercial, INC	3554690609	15-Toner for the office printer	Paid by EFT # 56925		01/09/2024	01/09/2024	01/19/2024		01/19/2024	167.47
							Account <b>52110 - Office Supplies</b> Totals		Invoice Transactions 1	\$167.47
							Program <b>151000 - Neighborhood</b> Totals		Invoice Transactions 1	\$167.47
Program <b>151600 - Title 16</b>										
Account <b>52110 - Office Supplies</b>										
6530 - Office Depot, INC	344604645001	15-Keyboards (2)	Paid by EFT # 56881		01/09/2024	01/09/2024	01/19/2024		01/19/2024	148.18
6530 - Office Depot, INC	34460464001	15-Staples, Batteries, Sharpie Pens	Paid by EFT # 56881		01/09/2024	01/09/2024	01/19/2024		01/19/2024	54.70
6530 - Office Depot, INC	344604633001	15-staples	Paid by EFT # 56881		01/09/2024	01/09/2024	01/19/2024		01/19/2024	8.51
6530 - Office Depot, INC	343378055001	15-tabs, chairmat, paper, calendar, desk pad, Post-It Notes	Paid by EFT # 56881		01/09/2024	01/09/2024	01/19/2024		01/19/2024	161.36
							Account <b>52110 - Office Supplies</b> Totals		Invoice Transactions 4	\$372.75
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	768036	15-Circuit Analyzer for John Hewett	Paid by EFT # 56848		01/09/2024	01/09/2024	01/19/2024		01/19/2024	10.49
577 - W.W. Grainger, INC	9942966418	15-Needlestick Gloves for inspection staff	Paid by EFT # 56952		01/09/2024	01/09/2024	01/19/2024		01/19/2024	336.49
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 2	\$346.98
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	101681845	15-Property Maintenance Test for Rebecca Davis	Paid by Check # 77864		01/09/2024	01/09/2024	01/19/2024		01/19/2024	230.00
							Account <b>53160 - Instruction</b> Totals		Invoice Transactions 1	\$230.00
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0006023856	15-Public Notices for BHQA Meetings 11-5-23	Paid by EFT # 56801		01/09/2024	01/09/2024	01/19/2024		01/19/2024	58.31
							Account <b>53320 - Advertising</b> Totals		Invoice Transactions 1	\$58.31
Account <b>53830 - Bank Charges</b>										
18844 - First Financial Bank, N.A.	EPLBF-NOV 23	06-EPL Bank Fees-Eng/P&T/HAND-Nov 2023 paid in Dec 2023	Paid by EFT # 56695		12/29/2023	12/29/2023	12/29/2023		12/29/2023	169.18
							Account <b>53830 - Bank Charges</b> Totals		Invoice Transactions 1	\$169.18
Account <b>53990 - Other Services and Charges</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41840M	15-Mailing Service for rental letters to all landlords	Paid by EFT # 56719		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,410.50



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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
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151600 - Title 16</b>										
Account <b>53990 - Other Services and Charges</b>										
5120 - Gordon Flesch Company, INC	IN14137165	15-Printer Repair	Paid by EFT # 56807		01/09/2024	01/09/2024	01/19/2024		01/19/2024	644.95
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 2		\$2,055.45
							Program <b>151600 - Title 16</b> Totals	Invoice Transactions 11		\$3,232.67
Program <b>152000 - Historic Preservation</b>										
Account <b>53310 - Printing</b>										
501 - Karl Clark (KC Designs)	5855	15-10,000 Envelopes for a Large Mailing	Paid by EFT # 56762		01/09/2024	01/09/2024	01/19/2024		01/19/2024	800.00
							Account <b>53310 - Printing</b> Totals	Invoice Transactions 1		\$800.00
							Program <b>152000 - Historic Preservation</b> Totals	Invoice Transactions 1		\$800.00
							Department <b>15 - HAND</b> Totals	Invoice Transactions 13		\$4,200.14
							Fund <b>101 - General Fund (S0101)</b> Totals	Invoice Transactions 13		\$4,200.14
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7862 - Winslow Ranch Marketing, LLC	1349	15-Social Media Marketing for the HAND Dept-12/31/23	Paid by EFT # 56963		01/09/2024	01/09/2024	01/19/2024		01/19/2024	580.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		\$580.00
							Program <b>150000 - Main</b> Totals	Invoice Transactions 1		\$580.00
							Department <b>15 - HAND</b> Totals	Invoice Transactions 1		\$580.00
							Fund <b>153 - LIT – Economic Development</b> Totals	Invoice Transactions 1		\$580.00
<b>Fund 250 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0006023855	15-Public Notice for CDBG Project at Covey Lane	Paid by EFT # 510		01/09/2024	01/09/2024	01/19/2024		01/19/2024	66.64
							Account <b>53320 - Advertising</b> Totals	Invoice Transactions 1		\$66.64



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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 <b>250 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
12864 - Mann Plumbing INC	31380	15-Emergency Home Repair for 3310 S Browning Place	Paid by EFT # 511		01/09/2024	01/09/2024	01/19/2024		01/19/2024	3,920.14
							Account <b>53960 - Grants</b> Totals	Invoice Transactions 1		<u>\$3,920.14</u>
							Program <b>150000 - Main</b> Totals	Invoice Transactions 2		<u>\$3,986.78</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 2		<u>\$3,986.78</u>
							Fund <b>250 - CDBG</b> Totals	Invoice Transactions 2		<u>\$3,986.78</u>
Fund <b>254 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
5900 - VET Environmental Engineering, LLC	7125	15-Environmental Serv-1020 N. Monroe St-9/28-12/4/23	Paid by EFT # 274		01/09/2024	01/09/2024	01/19/2024		01/19/2024	3,198.06
5900 - VET Environmental Engineering, LLC	7151	15-Environmental Serv-1550 Arlington Pk-12/15/23	Paid by EFT # 274		01/09/2024	01/09/2024	01/19/2024		01/19/2024	4,862.50
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 2		<u>\$8,060.56</u>
							Program <b>150000 - Main</b> Totals	Invoice Transactions 2		<u>\$8,060.56</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 2		<u>\$8,060.56</u>
							Fund <b>254 - HOME</b> Totals	Invoice Transactions 2		<u>\$8,060.56</u>
Fund <b>439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
19362 - CrossRoad Engineers, PC	232072	15-Hopewell West - Jackson Street 10/28/23-11/24/23	Paid by EFT # 56769		01/09/2024	01/09/2024	01/19/2024		01/19/2024	20,211.70
204 - State Of Indiana	000080452	15-1st Street Reconstruction (local match CN)	Paid by EFT # 56706		01/09/2024	01/09/2024	01/09/2024		01/09/2024	1,627,466.72
5409 - VS Engineering, INC	442125	15-Design Contract for 1st Street Recons Project-11/30/23	Paid by EFT # 56951		01/09/2024	01/09/2024	01/19/2024		01/19/2024	1,124.73
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 3		<u>\$1,648,803.15</u>
							Program <b>159001 - Adams Crossing Area</b> Totals	Invoice Transactions 3		<u>\$1,648,803.15</u>



# Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/23 - 01/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
7509 - Axis Architecture + Interiors, LLC	2022001-10	04-Additional Srvs for the Trades District Tech Center 9/26/23	Paid by EFT # 56731		01/09/2024	01/09/2024	01/19/2024		01/19/2024	10,152.25
11272 - Patriot Engineering And Enviromental, INC	136574	04-Inspections & Mat Testing srvces for Trades District 12/15/23	Paid by EFT # 56887		01/09/2024	01/09/2024	01/19/2024		01/19/2024	19,055.89
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 2		<u>\$29,208.14</u>
							Program <b>159002 - Downtown Area</b> Totals	Invoice Transactions 2		<u>\$29,208.14</u>
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5409 - VS Engineering, INC	462815	15-17th Street WEST Construction Inspection 11/30/23	Paid by EFT # 56951		01/09/2024	01/09/2024	01/19/2024		01/19/2024	13,276.46
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1		<u>\$13,276.46</u>
							Program <b>159006 - West 17th Street Area</b> Totals	Invoice Transactions 1		<u>\$13,276.46</u>
							Department <b>15 - HAND</b> Totals	Invoice Transactions 6		<u>\$1,691,287.75</u>
							Fund <b>439 - Consolidated TIF</b> Totals	Invoice Transactions 6		<u>\$1,691,287.75</u>
<b>Fund 444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205761751123	04-College Sq-202 S College-elec. bill 10/27/23-11/28/23	Paid by Check # 77837		12/27/2023	12/27/2023	12/27/2023		12/27/2023	23.08
223 - Duke Energy	9101205762901123	04-College Sq-208 S. College-elec. bill 10/27/23-11/28/23	Paid by Check # 77837		12/27/2023	12/27/2023	12/27/2023		12/27/2023	475.41
813 - Us Treasury	76592585229	06-Not for Profit-IRS-City of Blgtn Capital Improvement Inc.	Paid by EFT # 56697		01/03/2024	01/03/2024	01/03/2024		01/03/2024	600.00
6891 - Gatehouse Media Indiana Holdings	0006023865	15-Public Notice for sealed bids at 320 W 8th - Showers West	Paid by EFT # 56801		01/09/2024	01/09/2024	01/19/2024		01/19/2024	189.44
321 - Harrell Fish, INC (HFI)	C014739	15-Semi-annual BFP Test perfomed on 11-28-23-Showers West	Paid by EFT # 56813		01/09/2024	01/09/2024	01/19/2024		01/19/2024	350.00
223 - Duke Energy	9101205758431223	04-College Sq-200 S. College Ave-elec. chgs 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	263.22



# Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/23 - 01/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205761751 223	04-College Sq-202 S College-elec. bill 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	22.93
223 - Duke Energy	9101205753641 223	04-College Sq-204 S. College Ave-electric bill 11/29-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	841.00
223 - Duke Energy	9101205762901 223	04-College Sq-208 S. College-elec. bill 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	418.25
223 - Duke Energy	9101205763991 223	04-College Sq-210 S. College Ave-elec. chgs 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	464.09
223 - Duke Energy	9101205760181 223	04-College Sq-222 S College Ave -elec bill 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	323.16
223 - Duke Energy	9101205756791 223	04-College Sq-222 S College Ave - elec serv 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	613.40
223 - Duke Energy	9101205750331 223	04-College Sq-226 S. College Ave-elec chgs 11/29/23-12/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	522.22
7414 - MAP Communications, INC (Live Voice)	000031-463- 391	06-Answering Service for College Square- January 2024	Paid by Check # 77859		01/10/2024	01/10/2024	01/10/2024		01/10/2024	49.73
2260 - Republic Services, INC	0694- 003243854	06-Trash service for College Square - January 2024	Paid by EFT # 56714		01/10/2024	01/10/2024	01/10/2024		01/10/2024	143.11
208 - City Of Bloomington Utilities	35277-002 1123	15-Showers West -320 W. 8th St water/sewer - November 2023	Paid by Check # 77842		01/10/2024	01/10/2024	01/10/2024		01/10/2024	465.24
223 - Duke Energy	9101229908841 123	15-Hopewell-W 2nd St- elec chgs-11/03/23- 12/02/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	26.00
223 - Duke Energy	9101315253891 123	15-Hopewell-615 W 1st St-elec chgs 10/26/23- 11/27/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	169.32
223 - Duke Energy	9101397672041 123	15-Showers W-320 E 8th St-elec chgs-11/02- 12/01/23	Paid by Check # 77845		01/10/2024	01/10/2024	01/10/2024		01/10/2024	5,343.44
223 - Duke Energy	9101205748681 223	15-105 W 4th St- Misc:Office 2-elec chgs 11/29/23-12/27/23	Edit		01/17/2024	01/17/2024	01/17/2024			53.03



# Board of Redevelopment Commission Claim Register

Invoice Date Range 12/23/23 - 01/19/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205749171 223	15-489 10th St W. Misc: CmrcI Spce-elec. chgs 11/21/23- 12/19/23	Edit		01/17/2024	01/17/2024	01/17/2024			462.29
223 - Duke Energy	9101205751661 223	15-627 N Morton-elec chgs 11/02/23- 12/01/23	Edit		01/17/2024	01/17/2024	01/17/2024			100.55
223 - Duke Energy	9101205755041 223	15-105 4th St W Misc Office 3-elec chgs 11/29/23-12/27/23	Edit		01/17/2024	01/17/2024	01/17/2024			371.37
223 - Duke Energy	9101205757281 223	15-105 4th St W Misc Office 4-elec chgs 11/29/23-12/27/23	Edit		01/17/2024	01/17/2024	01/17/2024			182.98
223 - Duke Energy	9101205760681 223	15-Trades District Outdoor Lighting-elec chgs 11/16-12/14/23	Edit		01/17/2024	01/17/2024	01/17/2024			28.87
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 25	\$12,502.13
							Program <b>150000 - Main</b> Totals		Invoice Transactions 25	\$12,502.13
							Department <b>15 - HAND</b> Totals		Invoice Transactions 25	\$12,502.13
							Fund <b>444 - RDC</b> Totals		Invoice Transactions 25	\$12,502.13
							Grand Totals		Invoice Transactions 49	\$1,720,617.36



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/15/23 - 12/15/23  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	12/15/2023	2,168.99		.00	188.27	130.62	30.54	63.58	40.05	195.54	1,520.39
			.00	.00	2,006.73	2,106.73	2,106.73	2,006.73	2,006.73		
		\$2,168.99	\$0.00	\$0.00	\$188.27	\$130.62	\$30.54	\$63.58	\$40.05	\$195.54	\$1,520.39
10000 Bixler, Daniel R 2594	12/15/2023	1,624.46		.00	122.25	90.31	21.12	45.81	28.86	192.78	1,123.33
			.00	.00	1,456.61	1,456.61	1,456.61	1,456.61	1,456.61		
		\$1,624.46	\$0.00	\$0.00	\$122.25	\$90.31	\$21.12	\$45.81	\$28.86	\$192.78	\$1,123.33
10000 Collins, Barry 0111	12/15/2023	1,250.00		.00	68.08	77.50	18.13	40.38	21.88	.00	1,024.03
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$68.08	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$1,024.03
2751 Colom Brana, Gloria M	12/15/2023	2,172.81		.00	169.59	131.66	30.79	67.35	42.43	64.28	1,666.71
			.00	.00	2,123.49	2,123.49	2,123.49	2,123.49	2,123.49		
		\$2,172.81	\$0.00	\$0.00	\$169.59	\$131.66	\$30.79	\$67.35	\$42.43	\$64.28	\$1,666.71
2771 Council, David R	12/15/2023	1,659.81		.00	82.79	90.96	21.28	43.89	27.65	277.83	1,115.41
			.00	.00	1,397.16	1,467.16	1,467.16	1,397.16	1,397.16		
		\$1,659.81	\$0.00	\$0.00	\$82.79	\$90.96	\$21.28	\$43.89	\$27.65	\$277.83	\$1,115.41
3232 Davis, Rebecca D	12/15/2023	1,769.23		.00	170.00	106.95	25.02	54.56	34.37	85.32	1,293.01
			.00	.00	1,689.08	1,725.08	1,725.08	1,689.08	1,689.08		
		\$1,769.23	\$0.00	\$0.00	\$170.00	\$106.95	\$25.02	\$54.56	\$34.37	\$85.32	\$1,293.01
10000 Finley, Christina L 0187	12/15/2023	2,136.10		.00	244.15	132.81	31.06	67.62	43.39	32.76	1,584.31
			.00	.00	2,132.08	2,142.08	2,142.08	2,132.08	2,132.08		
		\$2,136.10	\$0.00	\$0.00	\$244.15	\$132.81	\$31.06	\$67.62	\$43.39	\$32.76	\$1,584.31
2393 Hayes, Chastina J	12/15/2023	1,809.23		.00	137.03	107.69	25.19	55.29	29.96	235.13	1,218.94
			.00	.00	1,711.83	1,736.83	1,736.83	1,711.83	1,711.83		
		\$1,809.23	\$0.00	\$0.00	\$137.03	\$107.69	\$25.19	\$55.29	\$29.96	\$235.13	\$1,218.94
10000 Hewett, John H 0251	12/15/2023	2,201.77		.00	193.77	123.20	28.82	60.96	38.40	405.59	1,351.03
			.00	.00	1,887.21	1,987.21	1,987.21	1,887.21	1,887.21		
		\$2,201.77	\$0.00	\$0.00	\$193.77	\$123.20	\$28.82	\$60.96	\$38.40	\$405.59	\$1,351.03
			\$0.00	\$0.00	\$1,887.21	\$1,987.21	\$1,987.21	\$1,887.21	\$1,887.21		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/15/23 - 12/15/23  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	12/15/2023	2,192.31		.00	224.55	132.87	31.08	64.75	40.79	149.32	1,548.95
			.00	.00	2,042.99	2,142.99	2,142.99	2,042.99	2,042.99		
		\$2,192.31	\$0.00	\$0.00	\$224.55	\$132.87	\$31.08	\$64.75	\$40.79	\$149.32	\$1,548.95
3306 Killion-Hanson, Anna	12/15/2023	3,153.84		.00	121.09	177.11	41.42	92.27	58.13	297.32	2,366.50
			.00	.00	2,856.52	2,856.52	2,856.52	2,856.52	2,856.52		
		\$3,153.84	\$0.00	\$0.00	\$121.09	\$177.11	\$41.42	\$92.27	\$58.13	\$297.32	\$2,366.50
1516 Liford, Kenneth T	12/15/2023	1,806.01		.00	127.89	111.97	26.19	57.37	36.14	46.60	1,399.85
			.00	.00	1,776.01	1,806.01	1,806.01	1,776.01	1,776.01		
		\$1,806.01	\$0.00	\$0.00	\$127.89	\$111.97	\$26.19	\$57.37	\$36.14	\$46.60	\$1,399.85
10000 Stong, Mary J 0471	12/15/2023	1,923.63		.00	172.00	107.31	25.10	55.10	34.71	315.59	1,213.82
			.00	.00	1,705.81	1,730.81	1,730.81	1,705.81	1,705.81		
		\$1,923.63	\$0.00	\$0.00	\$172.00	\$107.31	\$25.10	\$55.10	\$34.71	\$315.59	\$1,213.82
504 Swinney, Matthew P	12/15/2023	2,104.87		.00	311.16	130.86	30.61	67.69	42.65	37.36	1,484.54
			.00	.00	2,095.76	2,110.76	2,110.76	2,095.76	2,095.76		
		\$2,104.87	\$0.00	\$0.00	\$311.16	\$130.86	\$30.61	\$67.69	\$42.65	\$37.36	\$1,484.54
2477 Toothman, Cody B	12/15/2023	2,104.87		.00	52.18	122.54	28.66	62.60	37.87	133.37	1,667.65
			.00	.00	1,976.48	1,976.48	1,976.48	1,976.48	1,976.48		
		\$2,104.87	\$0.00	\$0.00	\$52.18	\$122.54	\$28.66	\$62.60	\$37.87	\$133.37	\$1,667.65
10000 Wills, Dee A 3418	12/15/2023	1,621.06		.00	149.92	97.45	22.79	49.15	38.04	131.38	1,132.33
			.00	.00	1,521.74	1,571.74	1,571.74	1,521.74	1,521.74		
		\$1,621.06	\$0.00	\$0.00	\$149.92	\$97.45	\$22.79	\$49.15	\$38.04	\$131.38	\$1,132.33
728 Wright, Edward E	12/15/2023	1,620.01		.00	156.37	97.68	22.84	50.89	27.57	49.05	1,215.61
			.00	.00	1,575.50	1,575.50	1,575.50	1,575.50	1,575.50		
		\$1,620.01	\$0.00	\$0.00	\$156.37	\$97.68	\$22.84	\$50.89	\$27.57	\$49.05	\$1,215.61
2620 Zody, John	12/15/2023	4,172.57		.00	277.09	258.70	60.50	134.77	84.91	48.78	3,307.82
			.00	.00	4,172.57	4,172.57	4,172.57	4,172.57	4,172.57		
		\$4,172.57	\$0.00	\$0.00	\$277.09	\$258.70	\$60.50	\$134.77	\$84.91	\$48.78	\$3,307.82
<b>HAND - Housing &amp; Neighborhood Dev</b>		<b>\$37,491.57</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,968.18</b>	<b>\$2,228.19</b>	<b>\$521.14</b>	<b>\$1,134.03</b>	<b>\$707.80</b>	<b>\$2,698.00</b>	<b>\$27,234.23</b>
			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,377.57</b>	<b>\$35,938.57</b>	<b>\$35,938.57</b>	<b>\$35,377.57</b>	<b>\$35,377.57</b>		





# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/15/23 - 12/15/23

Detail Listing

Grand Totals	\$37,491.57	\$0.00	\$2,968.18	\$2,228.19	\$521.14	\$1,134.03	\$707.80	\$2,698.00	\$27,234.23
	\$0.00	\$0.00	\$35,377.57	\$35,938.57	\$35,938.57	\$35,377.57	\$35,377.57		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
12/15/2023	Payroll				37,491.57
					<u>37,491.57</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 37,491.57

**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 \_\_\_\_\_



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/29/23 - 12/29/23  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	12/29/2023	2,168.98		.00	188.27	130.61	30.55	63.57	40.05	195.54	1,520.39
			.00	.00	2,006.72	2,106.72	2,106.72	2,006.72	2,006.72		
		\$2,168.98	\$0.00	\$0.00	\$188.27	\$130.61	\$30.55	\$63.57	\$40.05	\$195.54	\$1,520.39
10000 Bixler, Daniel R 2594	12/29/2023	1,624.46		.00	122.25	90.31	21.12	45.81	28.86	192.78	1,123.33
			.00	.00	1,456.61	1,456.61	1,456.61	1,456.61	1,456.61		
		\$1,624.46	\$0.00	\$0.00	\$122.25	\$90.31	\$21.12	\$45.81	\$28.86	\$192.78	\$1,123.33
10000 Collins, Barry 0111	12/29/2023	1,250.00		.00	68.08	77.50	18.13	40.38	21.88	.00	1,024.03
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$68.08	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$1,024.03
2751 Colom Brana, Gloria M	12/29/2023	2,337.95		.00	189.40	141.89	33.20	72.68	45.79	64.28	1,790.71
			.00	.00	2,288.63	2,288.63	2,288.63	2,288.63	2,288.63		
		\$2,337.95	\$0.00	\$0.00	\$189.40	\$141.89	\$33.20	\$72.68	\$45.79	\$64.28	\$1,790.71
2771 Council, David R	12/29/2023	1,659.81		.00	82.79	90.97	21.27	43.89	27.65	277.83	1,115.41
			.00	.00	1,397.16	1,467.16	1,467.16	1,397.16	1,397.16		
		\$1,659.81	\$0.00	\$0.00	\$82.79	\$90.97	\$21.27	\$43.89	\$27.65	\$277.83	\$1,115.41
3232 Davis, Rebecca D	12/29/2023	1,769.22		.00	170.00	106.96	25.01	54.56	34.37	85.32	1,293.00
			.00	.00	1,689.07	1,725.07	1,725.07	1,689.07	1,689.07		
		\$1,769.22	\$0.00	\$0.00	\$170.00	\$106.96	\$25.01	\$54.56	\$34.37	\$85.32	\$1,293.00
10000 Finley, Christina L 0187	12/29/2023	2,136.12		.00	244.16	132.81	31.06	67.62	43.39	32.76	1,584.32
			.00	.00	2,132.10	2,142.10	2,142.10	2,132.10	2,132.10		
		\$2,136.12	\$0.00	\$0.00	\$244.16	\$132.81	\$31.06	\$67.62	\$43.39	\$32.76	\$1,584.32
2393 Hayes, Chastina J	12/29/2023	1,809.24		.00	137.04	107.68	25.18	55.29	29.96	235.13	1,218.96
			.00	.00	1,711.84	1,736.84	1,736.84	1,711.84	1,711.84		
		\$1,809.24	\$0.00	\$0.00	\$137.04	\$107.68	\$25.18	\$55.29	\$29.96	\$235.13	\$1,218.96
10000 Hewett, John H 0251	12/29/2023	2,201.77		.00	193.79	123.22	28.82	60.96	38.41	405.41	1,351.16
			.00	.00	1,887.39	1,987.39	1,987.39	1,887.39	1,887.39		
		\$2,201.77	\$0.00	\$0.00	\$193.79	\$123.22	\$28.82	\$60.96	\$38.41	\$405.41	\$1,351.16
			\$0.00	\$0.00	\$1,887.39	\$1,987.39	\$1,987.39	\$1,887.39	\$1,887.39		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/29/23 - 12/29/23  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	12/29/2023	2,192.30		.00	224.55	132.85	31.07	64.75	40.79	149.32	1,548.97
			.00	.00	2,042.98	2,142.98	2,142.98	2,042.98	2,042.98		
		\$2,192.30	\$0.00	\$0.00	\$224.55	\$132.85	\$31.07	\$64.75	\$40.79	\$149.32	\$1,548.97
3306 Killion-Hanson, Anna	12/29/2023	3,153.84		.00	121.09	177.10	41.42	92.27	58.13	297.34	2,366.49
			.00	.00	2,856.50	2,856.50	2,856.50	2,856.50	2,856.50		
		\$3,153.84	\$0.00	\$0.00	\$121.09	\$177.10	\$41.42	\$92.27	\$58.13	\$297.34	\$2,366.49
1516 Liford, Kenneth T	12/29/2023	1,806.01		.00	127.89	111.97	26.19	57.37	36.14	46.60	1,399.85
			.00	.00	1,776.01	1,806.01	1,806.01	1,776.01	1,776.01		
		\$1,806.01	\$0.00	\$0.00	\$127.89	\$111.97	\$26.19	\$57.37	\$36.14	\$46.60	\$1,399.85
10000 Stong, Mary J 0471	12/29/2023	1,923.62		.00	172.00	107.31	25.10	55.10	34.71	315.59	1,213.81
			.00	.00	1,705.80	1,730.80	1,730.80	1,705.80	1,705.80		
		\$1,923.62	\$0.00	\$0.00	\$172.00	\$107.31	\$25.10	\$55.10	\$34.71	\$315.59	\$1,213.81
504 Swinney, Matthew P	12/29/2023	2,104.87		.00	311.16	130.87	30.60	67.69	42.65	37.36	1,484.54
			.00	.00	2,095.76	2,110.76	2,110.76	2,095.76	2,095.76		
		\$2,104.87	\$0.00	\$0.00	\$311.16	\$130.87	\$30.60	\$67.69	\$42.65	\$37.36	\$1,484.54
2477 Toothman, Cody B	12/29/2023	2,104.87		.00	52.18	122.54	28.66	62.60	37.87	133.37	1,667.65
			.00	.00	1,976.48	1,976.48	1,976.48	1,976.48	1,976.48		
		\$2,104.87	\$0.00	\$0.00	\$52.18	\$122.54	\$28.66	\$62.60	\$37.87	\$133.37	\$1,667.65
10000 Wills, Dee A 3418	12/29/2023	1,621.05		.00	149.92	97.44	22.79	49.15	38.04	131.38	1,132.33
			.00	.00	1,521.73	1,571.73	1,571.73	1,521.73	1,521.73		
		\$1,621.05	\$0.00	\$0.00	\$149.92	\$97.44	\$22.79	\$49.15	\$38.04	\$131.38	\$1,132.33
728 Wright, Edward E	12/29/2023	1,620.01		.00	156.37	97.68	22.85	50.89	27.57	49.05	1,215.60
			.00	.00	1,575.50	1,575.50	1,575.50	1,575.50	1,575.50		
		\$1,620.01	\$0.00	\$0.00	\$156.37	\$97.68	\$22.85	\$50.89	\$27.57	\$49.05	\$1,215.60
2620 Zody, John	12/29/2023	4,172.55		.00	277.09	258.70	60.50	134.77	84.91	48.78	3,307.80
			.00	.00	4,172.55	4,172.55	4,172.55	4,172.55	4,172.55		
		\$4,172.55	\$0.00	\$0.00	\$277.09	\$258.70	\$60.50	\$134.77	\$84.91	\$48.78	\$3,307.80
<b>HAND - Housing &amp; Neighborhood Dev</b>		<b>\$37,656.67</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,988.03</b>	<b>\$2,238.41</b>	<b>\$523.52</b>	<b>\$1,139.35</b>	<b>\$711.17</b>	<b>\$2,697.84</b>	<b>\$27,358.35</b>
			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$35,542.83</b>	<b>\$36,103.83</b>	<b>\$36,103.83</b>	<b>\$35,542.83</b>	<b>\$35,542.83</b>		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/29/23 - 12/29/23

Detail Listing

Grand Totals	\$37,656.67	\$0.00	\$2,988.03	\$2,238.41	\$523.52	\$1,139.35	\$711.17	\$2,697.84	\$27,358.35
	\$0.00	\$0.00	\$35,542.83	\$36,103.83	\$36,103.83	\$35,542.83	\$35,542.83		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
12/29/2023	Payroll				37,656.67
					<u>37,656.67</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 37,656.67

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **year of 20**\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer \_\_\_\_\_



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/12/24 - 01/12/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	01/12/2024	2,223.20		.00	193.76	135.48	31.68	66.11	41.65	178.23	1,576.29
			.00	.00	2,085.15	2,185.15	2,185.15	2,085.15	2,085.15		
		\$2,223.20	\$0.00	\$0.00	\$193.76	\$135.48	\$31.68	\$66.11	\$41.65	\$178.23	\$1,576.29
10000 Bixler, Daniel R 2594	01/12/2024	1,665.07		.00	123.94	93.21	21.80	47.32	29.81	191.83	1,157.16
			.00	.00	1,503.34	1,503.34	1,503.34	1,503.34	1,503.34		
		\$1,665.07	\$0.00	\$0.00	\$123.94	\$93.21	\$21.80	\$47.32	\$29.81	\$191.83	\$1,157.16
10000 Collins, Barry 0111	01/12/2024	1,250.00		.00	62.31	77.50	18.13	40.38	21.88	.00	1,029.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$62.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$1,029.80
2771 Council, David R	01/12/2024	1,701.31		.00	69.51	86.31	20.18	41.46	26.12	400.90	1,056.83
			.00	.00	1,322.05	1,392.05	1,392.05	1,322.05	1,322.05		
		\$1,701.31	\$0.00	\$0.00	\$69.51	\$86.31	\$20.18	\$41.46	\$26.12	\$400.90	\$1,056.83
3232 Davis, Rebecca D	01/12/2024	1,813.45		.00	168.86	108.39	25.35	55.31	34.85	106.35	1,314.34
			.00	.00	1,712.30	1,748.30	1,748.30	1,712.30	1,712.30		
		\$1,813.45	\$0.00	\$0.00	\$168.86	\$108.39	\$25.35	\$55.31	\$34.85	\$106.35	\$1,314.34
10000 Finley, Christina L 0187	01/12/2024	2,229.11		.00	248.60	138.61	32.42	70.65	45.29	33.78	1,659.76
			.00	.00	2,225.61	2,235.61	2,235.61	2,225.61	2,225.61		
		\$2,229.11	\$0.00	\$0.00	\$248.60	\$138.61	\$32.42	\$70.65	\$45.29	\$33.78	\$1,659.76
2393 Hayes, Chastina J	01/12/2024	1,854.46		.00	139.75	112.05	26.20	57.56	31.19	213.38	1,274.33
			.00	.00	1,782.19	1,807.19	1,807.19	1,782.19	1,782.19		
		\$1,854.46	\$0.00	\$0.00	\$139.75	\$112.05	\$26.20	\$57.56	\$31.19	\$213.38	\$1,274.33
10000 Hewett, John H 0251	01/12/2024	2,256.81		.00	196.85	126.82	29.66	62.84	39.59	404.02	1,397.03
			.00	.00	1,945.51	2,045.51	2,045.51	1,945.51	1,945.51		
		\$2,256.81	\$0.00	\$0.00	\$196.85	\$126.82	\$29.66	\$62.84	\$39.59	\$404.02	\$1,397.03
			\$0.00	\$0.00	\$1,945.51	\$2,045.51	\$2,045.51	\$1,945.51	\$1,945.51		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/12/24 - 01/12/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	01/12/2024	2,247.11		.00	149.37	136.39	31.90	48.82	30.76	697.27	1,152.60
			.00	.00	1,549.84	2,199.84	2,199.84	1,549.84	1,549.84		
		\$2,247.11		\$0.00	\$149.37	\$136.39	\$31.90	\$48.82	\$30.76	\$697.27	\$1,152.60
3306 Killion-Hanson, Anna	01/12/2024	3,232.68	\$0.00	.00	130.02	185.77	43.45	96.78	60.98	236.36	2,479.32
			.00	.00	2,996.32	2,996.32	2,996.32	2,996.32	2,996.32		
		\$3,232.68		\$0.00	\$130.02	\$185.77	\$43.45	\$96.78	\$60.98	\$236.36	\$2,479.32
1516 Liford, Kenneth T	01/12/2024	1,851.16	\$0.00	.00	125.46	114.77	26.84	58.82	37.06	46.60	1,441.61
			.00	.00	1,821.16	1,851.16	1,851.16	1,821.16	1,821.16		
		\$1,851.16		\$0.00	\$125.46	\$114.77	\$26.84	\$58.82	\$37.06	\$46.60	\$1,441.61
10000 Stong, Mary J 0471	01/12/2024	1,971.71	\$0.00	.00	174.24	110.49	25.84	56.75	35.76	350.24	1,218.39
			.00	.00	1,757.11	1,782.11	1,782.11	1,757.11	1,757.11		
		\$1,971.71		\$0.00	\$174.24	\$110.49	\$25.84	\$56.75	\$35.76	\$350.24	\$1,218.39
504 Swinney, Matthew P	01/12/2024	2,157.50	\$0.00	.00	306.67	134.15	31.37	69.40	43.73	37.94	1,534.24
			.00	.00	2,148.69	2,163.69	2,163.69	2,148.69	2,148.69		
		\$2,157.50		\$0.00	\$306.67	\$134.15	\$31.37	\$69.40	\$43.73	\$37.94	\$1,534.24
2477 Toothman, Cody B	01/12/2024	2,157.50	\$0.00	.00	50.18	124.47	29.11	63.60	38.51	155.16	1,696.47
			.00	.00	2,007.57	2,007.57	2,007.57	2,007.57	2,007.57		
		\$2,157.50		\$0.00	\$50.18	\$124.47	\$29.11	\$63.60	\$38.51	\$155.16	\$1,696.47
10000 Wills, Dee A 3418	01/12/2024	1,661.59	\$0.00	.00	151.10	100.09	23.41	50.53	39.11	130.53	1,166.82
			.00	.00	1,564.32	1,614.32	1,614.32	1,564.32	1,564.32		
		\$1,661.59		\$0.00	\$151.10	\$100.09	\$23.41	\$50.53	\$39.11	\$130.53	\$1,166.82
728 Wright, Edward E	01/12/2024	1,660.50	\$0.00	.00	156.88	99.97	23.38	52.08	28.22	52.77	1,247.20
			.00	.00	1,612.49	1,612.49	1,612.49	1,612.49	1,612.49		
		\$1,660.50		\$0.00	\$156.88	\$99.97	\$23.38	\$52.08	\$28.22	\$52.77	\$1,247.20
2620 Zody, John	01/12/2024	19,321.05	\$0.00	.00	4,028.08	1,197.91	280.16	624.07	393.18	.00	12,797.65
			.00	.00	19,321.05	19,321.05	19,321.05	19,321.05	19,321.05		
		\$19,321.05		\$0.00	\$4,028.08	\$1,197.91	\$280.16	\$624.07	\$393.18	\$0.00	\$12,797.65
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$51,254.21	\$0.00	\$0.00	\$6,475.58	\$3,082.38	\$720.88	\$1,562.48	\$977.69	\$3,235.36	\$35,199.84
			\$0.00	\$0.00	\$48,604.70	\$49,715.70	\$49,715.70	\$48,604.70	\$48,604.70		





# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/12/24 - 01/12/24

Detail Listing

Grand Totals	\$51,254.21	\$0.00	\$6,475.58	\$3,082.38	\$720.88	\$1,562.48	\$977.69	\$3,235.36	\$35,199.84
	\$0.00	\$0.00	\$48,604.70	\$49,715.70	\$49,715.70	\$48,604.70	\$48,604.70		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**

**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
1/12/2024	Payroll				51,254.21
					<u>51,254.21</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 51,254.21

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 \_\_\_\_\_

**24-01  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**2024 MEETING SCHEDULE**

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2024 and the annual organizational meeting for 2024 are set as described in the “2024 REDEVELOPMENT COMMISSION SCHEDULE,” which is attached to this Resolution as Exhibit A.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# 2024 REDEVELOPMENT COMMISSION SCHEDULE

January 2, 2024 (Tuesday)	January 22, 2024
February 5, 2024	February 19, 2024
March 4, 2024	March 18, 2024
April 1, 2024	April 15, 2024
May 6, 2024	May 20, 2024
June 3, 2024	June 17, 2024
July 1, 2024	July 15, 2024
August 5, 2024	August 19, 2024
September 3, 2024 (Tuesday)	September 16, 2024
October 7, 2024	October 21, 2024
November 4, 2024	November 18, 2024
December 2, 2024	December 16, 2024

All meetings will be held at 5:00 pm either in-person in the McCloskey Conference Room, Suite 135 in Bloomington City Hall, electronically via Zoom, or both unless otherwise noted.

**24-02  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE  
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property throughout the allocation area known as the Consolidated TIF and within the Trades District (“RDC Property”); and

WHEREAS, the RDC recognizes that there are ongoing maintenance requirements associated with these properties; and

WHEREAS, in Resolution 23-02, the RDC provided funding for the maintenance of property it owns, including properties within the Certified Technology Park through December 31, 2023; and

WHEREAS, the RDC wishes to approve the funding for the maintenance of RDC-owned property through December 31, 2024; and

WHEREAS, the funding for the maintenance shall come from the “444 Account,” which is a non-TIF fund where collected rent is deposited; and

WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC Property. Invoices for maintenance costs associated with the RDC Property that are more than Five Thousand Dollars (\$5,000) must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds Two Thousand Five Hundred Dollars (\$2,500), Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting.
2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington Controller shall not directly pay for or reimburse expenditures totaling more than Two Hundred Fifty Thousand Dollars (\$250,000).
3. The authorizations provided by this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**24-03**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED PROJECT REVIEW FORM FOR THE FOURTH STREET  
PARKING GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Parking Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, while the Project has reached final completion, there are items necessary to correct certain design defects along the storefront and commercial spaces; and
- WHEREAS, City staff negotiated an agreement with CSO Architects to retain \$63,526.66 from the original design fees to make the necessary defect repairs (“Funds”); and
- WHEREAS, the City of Bloomington Staff have brought the RDC an Amended Project Review & Approval Form (“Amended Form”) which seeks the support of the RDC for to reallocate the Funds to repair the design defects; and
- WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit A.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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President

ATTEST:

---

Secretary

---

Date



City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

**Project Name:** 4<sup>th</sup> Street Parking Garage

**Project Manager(s):** Deb Kunce and Josh Scism, JS Held; Michelle Wahl; Adam Wason.

**Project Description:**

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4<sup>th</sup> Street Parking Garage. The 4<sup>th</sup> Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4<sup>th</sup> Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

**Project Timeline: Start Date: Spring 2019**

**End Date:    Fall 2021**

**Financial Information:**

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

**Project Phases:**

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract		
1a. Demolition Design	\$36,000	2019
1b. Construction Design	<del>\$675,100</del> \$5 \$611,473.34	2019-24
1c. Site Investigation/Study Allowances	\$23,500	2019
1d. Parksmart Fees	\$8,000	2020-21
1e. Utility Locates Allowance	\$14,000	2019-20
1f. Reimbursable Allowance	\$11,250	2019-21
1g. Alternates – Signage and Solar	\$23,000	2020
2 Construction Manager Contract	\$20,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4 Construction	\$16,631,807.09	Nov. 2019 – Dec. 2021
4a. Foundation and Site Conditions	\$1,231,690	Nov. 2019 – Spring 2020
4b. Piers, Hardscape, Utilities, Elevators	\$1,557,166	June 2020 –Dec. 2021
4c. Construction	\$13,108,729	July 2020 –Dec. 2021
4d. Parking Equipment Installation	\$115,385.78	2021
5 Public Art	\$385,000	Fall 2019 – Dec.2021
6 Contingency	\$ TBD	Fall 2019 – 2020
7 Utility Relocation	\$63,830.36	Fall 2019
8 Attorneys Fees	\$62,250	2020
9 EV Charging Stations and Services	\$38,285.00	2021
10 Hylant Insurance	\$7,147.00	2022
11 Correction of Design Defects to Storefront/ Parking Services Offices	\$60,000	2024

**TIF District:** Consolidated TIF (Expanded Downtown)

**Resolution History:**

- 18-68 – Approval of Initial Resolution for Garage Bonds
- 19-26 – Project Review and Approval Form
- 19-33 – Addendum to CSO Architects Contract
- 19-58 – Approval of Amendment Project Review and Approval Form
- 19-59 – Second Addendum to CSO Contract - Construction Design
- 19-66 – Approval of Funding for AT&T Relocation Services
- 19-67 – Approval of Demolition Guaranteed Maximum Price
- 19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price
- 20-31 – Approval of Third Guaranteed Maximum Price
- 20-39 – Approval of Fourth Guaranteed Maximum Price
- 20-40 – Public Art Agreement with Project One Studio
- 20-41 – Approval of Payment of Legal Fees

- 20-69 – Agreement for Parking Control Equipment Installation
- 21-34 – Agreement for EV Charging Stations
- 21-83 – Insurance with Hylant
- 24-03 – Amended Project Review Form

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**24-04  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND ADDENDUM TO PARKING AGREEMENT**

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) purchased real estate known as College Square at 216 S. College Avenue, Bloomington, Indiana 47401, from RBOWA, LLC in 2019; and

WHEREAS, as part of the purchase of the purchase of real estate, the RDC assumed leases pursuant to that ownership, including the Agreement for parking spaces within the College Square parking lot (the “Lot”) between RBOWA, LLC and Praxis Consulting, Inc. (“Praxis”); and

WHEREAS, the Agreement provided Praxis with four (4) parking spaces in the common area of the lot for a cost of \$60.00 per space per month, which was prepaid in six month installments totaling \$1,440.00; and

WHEREAS, in 2020 the RDC and Praxis entered into an Addendum to the Agreement. The Addendum modified the Agreement to allow Praxis to have access to up to six (6) parking spaces in the Lot for a cost of \$60.00 per space per month; and

WHEREAS, the RDC and Praxis believe it is in the best interest to modify the Agreement again; and

WHEREAS, Praxis is requesting access to up to nine (9) parking spaces in the Lot at \$60.00 per space per month from January 1, 2024 to December 31, 2026; and

WHEREAS, City of Bloomington staff have presented the RDC with the Second Addendum to Parking Agreement modifying and extending the lease of parking spaces at 216 S. College Avenue (the “Second Addendum”), a copy of which is attached hereto as Exhibit A; and

[Remainder of Page Blank]

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

1. The Second Addendum with Praxis that is attached to this Resolution as Exhibit A is approved.
2. The RDC authorizes its President to sign the Second Addendum on its behalf.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

## **SECOND ADDENDUM TO PARKING AGREEMENT**

This Second Addendum supplements the Agreement for parking between the RBOWA, LLC, and Praxis Consulting, Inc.<sup>1</sup> (“Praxis”) (“Agreement”) executed on January 4, 2019.

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) purchased real estate known as College Square at 216 S. College Avenue, Bloomington, Indiana 47401, from RBOWA, LLC in 2019; and

WHEREAS, as part of the purchase of the purchase of real estate, the RDC assumed leases pursuant to that ownership, including the Agreement for parking spaces within the College Square parking lot (“Lot”); and

WHEREAS, the Agreement provided Praxis with four (4) parking spaces in the common area of the lot (see Exhibit A) for a cost of \$60.00 per space per month, which was prepaid in six month installments totaling \$1,440.00; and

WHEREAS, in 2020 the RDC and Praxis entered into an Addendum to the Agreement. The Addendum modified the Agreement to allow Praxis to have access to up to six (6) parking spaces in the Lot for a cost of \$60.00 per space per month.

WHEREAS, the RDC and Praxis believe it is in the best interest to modify the Agreement again; and

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

1. Praxis shall have access to up to nine (9) parking spaces in the Lot.
2. The cost of the spaces shall remain \$60.00 per month, and shall be prepaid six months in advance in the amount of \$3,240.00 addressed to the following:

City of Bloomington Controller  
RE: College Square Parking  
P.O. Box 100  
Bloomington, IN 47402

3. In addition to the parking requirements and restrictions in the Agreement, cars that are parked without a displayed parking pass or that are parked in a reserved space or any non-approved area of the Lot shall be subject to towing at the owner’s expense.
4. This Second Addendum to the Agreement shall be valid from January 1, 2024 to December 31, 2026. However, at the RDC’s discretion and upon 30-day notice, the RDC may choose to terminate the Agreement. In that event, rent shall be pro-rated and any overpayment returned to Praxis.

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<sup>1</sup> In 2021, Praxis Consulting, Inc. became part of Crawford and Company. This second addendum to the agreement is made for Crawford and Company d/b/a Praxis Consulting, Inc.

5. In all other respects, the Agreement shall remain in effect as originally written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Second Addendum to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

**PRAXIS CONSULTING, INC.**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Mike Warren, Controller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BLOOMINGTON REDEVELOPMENT COMMISSION**

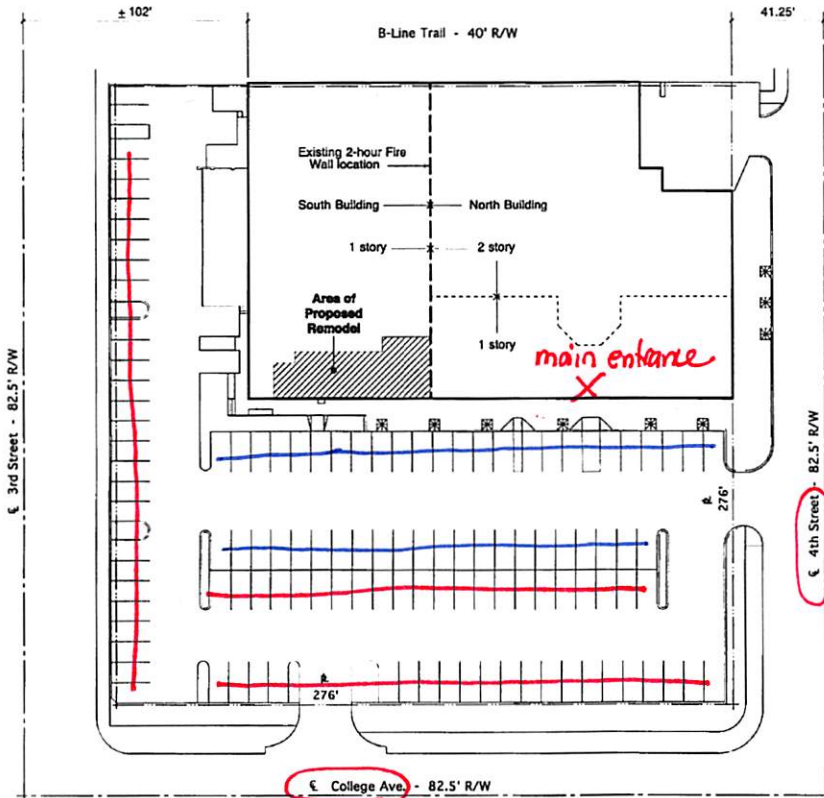
\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Date



# Exhibit A

1/4/19



← College  
(Everything is existing unless otherwise noted)

1  
A1

**EXISTING SITE PLAN**

Scale: 1" = 40'-0"

— = Acceptable Parking  
— = Do Not Park

CODE APPLICATION / SUMMARY	
<b>Existing Information</b>	
- 2 buildings separated by an existing 2-hour Fire Wall (see Site Plan).	
- South Building:	
-	11,515 sf, Group A2, Type VB Restaurant / Banquet Hall, Sprinklered.
-	TBL 503: A2/VB allows 6,000 sf x 300% 1-story sprinkler increase (506.3) = 18,000 sf allowable > 11,515 sf actual
- North Building:	
-	16,335 sf, Group B, Type VB office main level, non-sprinklered.
-	11,485 sf, Group B, Type VB office upper level, non-sprinklered.
-	TBL 503: B/VB allows 3,000 sf x 175% frontage increase (506.2) = 5,250 sf allowable < 16,335 sf actual - Therefore it is pre-existing and non-conforming.
-	GAR 12-4-11 allows non-conforming use / occupancy to continue.
<b>Proposed Work - South Building</b>	
- General Description:	
-	Remodel an existing conference / banquet meeting room into offices.
<b>Fire Ratings:</b>	
-	New 1-hour concrete block masonry Fire Barrier occupancy separation wall (between existing A2 & proposed B areas) extending from the existing concrete floor to the bottom of the roof deck.
-	New 1 1/2-hour door & frame assembly in the existing 2-hour Fire Wall.
-	Interior Wall & Ceiling Finishes:
-	Maximum Flame Spread = 200
-	Maximum Smoke Developed = 450
<b>Sprinklering &amp; Alarms:</b>	
-	Because the existing Group A portion requires sprinklering throughout, the proposed Group B office area shall be sprinklered (903.2.1).
-	Group B occupancy of less than 500 occupants does not require a manual alarm system (907.2.2).

DRAWING INDEX	
A1 -	Site Plan, Drawing Index, & Code Application
A2 -	Existing Tenant Space Plan
A3 -	Existing Hilliard Lyons Tenant Space / Proposed Demolition Plan
A4 -	Reflected Ceiling Demo Plan
A5 -	Plan of Proposed Remodel & Room Finishes
A6 -	Reflected Ceiling Plan
A7 -	Door, Hardware, & Window Schedules
A8 -	Existing Building Elevations
A9 -	Wall Sections
M1 -	Mechanical Plan
P1 -	Plumbing Plan
E1 -	Electrical Power Plan
E2 -	Electrical Lighting Plan

	<b>Office Remodel in College Square</b> Hilliard Lyons 202 S. College Ave. Bloomington, IN 47404	
	John Byers Associates 220 N. Rogers Street Bloomington, IN 47404 (812) 332-2436	19 April 2013 Sheet <b>A1</b>

**24-05  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF RESTRICTIVE COVENANT FOR 617 N. MADISON STREET**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) owns certain real property located at the common street address of 617 N. Madison Street, Bloomington, Indiana, Instrument No. 2011013164, in the Office of the Recorder of Monroe County (the “Property”); and

WHEREAS, on August 3, 2020, RDC approved a Project Review & Approval Form authorizing services related to a match required by the terms of a U.S. Economic Development Administration CARES Act Recovery Assistance grant to construct a tech center in the Trades District (“Project”) in Resolution 20-45; and

WHEREAS, the construction of the Project is currently underway on the Property; and

WHEREAS, Bloomington Municipal Code 10.17 (“BMC 10.17”) is intended to minimize the introduction of fats, oils and grease into the City of Bloomington Utilities Department’s (“CBU”) wastewater collection system and therefore requires, among other things, that all new commercial construction sites located in an area zoned for food service establishments install a grease interceptor; and

WHEREAS, the Property is located in an area zoned for food service establishments; and

WHEREAS, a grease interceptor will not be installed as part of the Project; and

WHEREAS, to comply with BMC 10.17, the RDC must prohibit the use of a Food Service Establishment, as that term is defined by BMC 10.17, on the Property; and

WHEREAS, a Restrictive Covenant prohibiting the use of a Food Service Establishment has been brought to the RDC for its approval; and

WHEREAS, a copy of the Restrictive Covenant is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission reaffirms its approval of the Project.
2. The Redevelopment Commission approves of the Restrictive Covenant as detailed in Exhibit A.

3. The President of the RDC is authorized to execute the Restrictive Covenant on behalf of the Redevelopment Commission and to take any steps necessary to record the Restrictive Covenant with the Monroe County Recorder's Office.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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President

ATTEST:

---

Secretary

---

Date

**DEED REFERENCE:** Instrument # 2011013164, Office of the Recorder of Monroe County,  
IN

## **RESTRICTIVE COVENANT**

**THIS RESTRICTIVE COVENANT** (“**Restrictive Covenant**”) is made as of the 22nd of January, 2024, by the City of Bloomington Redevelopment Commission (“**Owner**”).

### **RECITALS**

A. Owner owns certain real property located at the common street address of 617 N. Madison Street, Bloomington, Monroe County, Indiana, which is more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (“**Restricted Property**”).

B. Bloomington Municipal Code 10.17 (“**BMC 10.17**”) is intended to minimize the introduction of fats, oils and grease into the City of Bloomington Utilities Department’s (“**CBU**”) wastewater collection system and therefore requires, among other things, that all new commercial construction sites located in an area zoned for food service establishments install a grease interceptor.

C. Owner, by this Restrictive Covenant, desires and intends to fully comply with BMC 10.17, as that chapter is currently enacted and amended from time to time, and therefore desires and intends to establish a specific restriction, as set forth herein, on the use of the **Restricted Property**.

D. This Restrictive Covenant shall be recorded in the Monroe County Recorder’s Office.

**NOW, THEREFORE**, in consideration of the foregoing and the benefits derived by Owner, and for the benefit of CBU, Owner declares and agrees that the **Restricted Property** shall be subject to the following restrictions, covenants and conditions:

**1. Property Restriction.** Owner agrees that no use of a Food Service Establishment, as that term is defined by BMC 10.17, shall be permitted on the **Restricted Property** without the prior written consent of the CBU (the “**Restriction**”). The **Restriction** shall not prohibit or otherwise limit any owner, tenant or other user of the **Restricted Property** from preparing food for non-commercial purposes using kitchens, kitchenettes, grills, etc. located upon the **Restricted Property** or the consumption of such food.

**2. Termination of Restriction.** The Restriction shall terminate upon installation of an approved, properly operating grease interceptor in accordance with the current requirements of BMC 10.17. Upon approval by CBU of the installed grease interceptor, a Termination of Restrictive Covenant shall be recorded in the Monroe County Recorder's Office.

**3. Benefitted Property.** Only CBU may waive enforcement of this Restrictive Covenant, on a case-by-case basis, or otherwise authorize termination and release of this Restrictive Covenant.

**4. Successors and Assigns.** The restrictions, covenants and conditions established in this Restrictive Covenant shall be binding upon Owner and its respective successors and assigns.

**5. Default; Remedies.** In the event of a default by Owner in the performance of any obligation set forth in this Restrictive Covenant, it is and shall be agreed and understood that CBU shall be entitled to pursue against any person or entity in breach or threatened breach thereof all rights and remedies on account thereof at law or in equity including without limitation, injunctive relief.

**6. Covenants Run with the Land.** The restrictions, covenants and conditions established under this Restrictive Covenant shall (i) run with the land and title to the Restricted Property, and (ii) burden and bind the Restricted Property.

**7. Amendments.** No alteration, variation, amendment, waiver of rights under this Restrictive Covenant shall be valid or binding unless contained in a written agreement signed by the owner of the Restricted Property and CBU and recorded in the real property records of Monroe County, Indiana.

**8. Governing Law.** This Restrictive Covenant shall be governed by the laws of the State of Indiana and BMC 10.17 as that Chapter is presently enacted and as amended from time to time.

**[Remainder of Page Left Blank]**

**IN WITNESS WHEREOF**, Owner executed this Restrictive Covenant effective as of the date set forth above.

**OWNER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

**STATE OF INDIANA**        )  
  ) **SS:**  
**COUNTY OF MONROE**    )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, as President of the City of Bloomington Redevelopment Commission, who, having been first duly sworn, acknowledged the execution of the foregoing Restrictive Covenant on behalf of said entity and stated that the representations contained herein are true.

WITNESS, my hand and Notarial Seal this 22nd day of January, 2024.

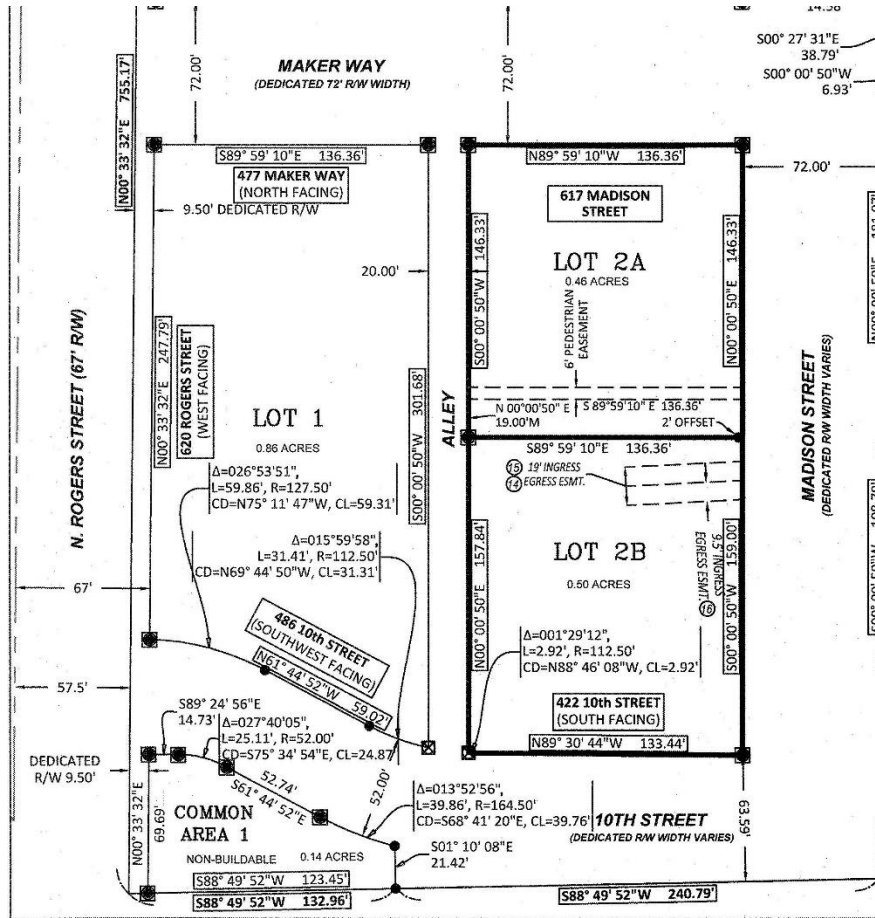
\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public  
Residing in \_\_\_\_\_ County, Indiana

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

This instrument prepared by Colleen M. Newbill, Attorney at Law, P.O. Box 100, Bloomington, IN 47402.  
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Colleen M. Newbill

**EXHIBIT A**  
**RESTRICTED PROPERTY**

Lot 2A as indicated on the Trades District Lot 2 Amendment Final Plat as recorded as Instrument Number 2023002418 in the Monroe County Recorder's Office on March 8, 2023.





**24-07  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT TO AGREEMENT WITH WEBER GROUP FOR  
TRADES DISTRICT GATEWAY ART**

WHEREAS, in Resolution 23-34, the City of Bloomington Redevelopment Commission approved the use of Consolidated TIF funds to pay for public art in the Trades District (the “Project”) pursuant to an Agreement between the City of Bloomington Redevelopment Commission, Bloomington’s Economic and Sustainable Development Department, and Weber Group II, LLC (the “Agreement”) in the amount of \$106,500.00; and

WHEREAS, due to unexpected issues with the originally planned location of the Project, work has not been completed; and

WHEREAS, due to the delay in construction of the Project, the cost of materials has also increased by \$27,142.00; and

WHEREAS, City staff has presented an Amendment to the Agreement extending the Agreement to December 31, 2024 and increasing the funding of the Project to a total amount of \$133,642.00; and

WHEREAS, a copy of the Amendment is attached to this resolution as Exhibit A; and

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

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

1. The Redevelopment Commission reaffirms its approval of the Project.
2. The Redevelopment Commission approves the extension of the Agreement to December 31, 2024.
3. The Redevelopment Commission approves the Amendment to the Agreement, attached to this Resolution as Exhibit A, and authorizes the City of Bloomington to expend a total amount not to exceed \$133,642.00 to pay for the public art pursuant to the terms of the Agreement and Amendment.

4. The Redevelopment Commission further authorizes the payment to be made from the Consolidated TIF.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date



## CONTRACT COVER MEMORANDUM

**TO:** Jessica McClellan, Controller  
**FROM:** Holly Warren, ESD  
**RE:** Amendment to Agreement with Weber Group for Trades District Sculpture OT 987

<b>Contract Recipient/Vendor Name:</b>	Weber Group, LLC
<b>Department Head Initials of Approval:</b>	JK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Holly Warren
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-055
<b>Due Date For Signature:</b>	January 22, 2023
<b>Expiration Date of Contract:</b>	December 31, 2024
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$133,642.00 (original contract for \$106,500 + additional amount of \$27,142)
<b>Funding Source:</b>	Consolidated TIF – 439-15-159002-53990 (part of 1% funding for the Trades District Infrastructure Upgrades)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

**Summary of Contract:** Amendment to increase the amount of contract by \$27,142 to reflect material cost increases and to extend contract end date to 12/31/2024.

**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION,  
BLOOMINGTON’S ECONOMIC AND SUSTAINABLE DEVELOPMENT  
DEPARTMENT,  
AND WEBER GROUP II, LLC**

This Amendment between City of Bloomington Redevelopment Commission, the City of Bloomington Department of Economic and Sustainable Development (the “City”), and Weber Group II, LLC (“Contractor”) (the “Amendment”) amends the parties’ Agreement entered into in April 2023 (“Agreement”), as follows:

1. Article 23 of the Agreement provided for amendment by mutual and written signed agreement between the authorized representatives of the parties.
  
2. The first sentence of Article 4 shall be amended as follows:  
  
The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Thirty-Three Thousand Six Hundred Forty-Two Dollars and Zero Cents (\$133,642.00) in accordance to the fee schedule attached as Exhibit A-1.
  
3. The first sentence of Article 6 shall be amended as follows:  
  
Contractor shall perform the Services no later than December 31, 2024.
  
4. Exhibit A-1 “Budget” shall be replaced in its entirety with the attached new Exhibit A-1 to this Amendment.
  
5. In all other respects, the Agreement will remain in effect as originally written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year last written below:

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel      Date

**CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_, President      Date

**CITY OF BLOOMINGTON ECONOMIC AND SUSTAINABLE DEVELOPMENT**

\_\_\_\_\_  
Jane Kupersmith, Director      Date

**WEBER GROUP II, LLC**

\_\_\_\_\_  
Jim Doiron, Partner      Date

## EXHIBIT A-1

### Budget

General Requirements:	\$22,544.00
Design/Shop Drawings:	\$4680.00
Fabrication:	\$77,870.00
Mobilization & Install:	\$28,548.00
<b>Total:</b>	<b>\$133,642.00</b>

### Payment Schedule

1. Approval of Detailed Designs and Construction Plan: Payment of \$31,950 issued June 9, 2023
2. Substantial completion of fabrication: Payment of \$45,000
3. Completion of studio-based fabrication; begin mobilization for installation: Payment of \$45,000
4. Completion and Final Acceptance of installation 10% Payment (\$11,692)

**24-08  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE FUNDING FOR AN EMERGENCY HOME REPAIR PROJECT  
AT 1600 WILLIS DRIVE, LOT 63**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (“HAND”) has an Emergency Home Repair (“EHR”) program funded through federal CDBG funds to help City homeowners improve the safety and habitability of their homes; and

WHEREAS, HAND guidelines limit funding for mobile homes to a lifetime cap of \$10,000 and the City of Bloomington Redevelopment Commission (the “RDC”) must approve funding above the \$10,000 limit; and

WHEREAS, HAND staff approved the application for the property owner at 1600 Willis Drive, Lot 63 (the “Property”) to receive a grant through the EHR program to make modifications to improve the safety and habitability of the Property (the “Project”); and

WHEREAS, the Project’s anticipated scope of work includes insulating the underside of the home, repairing the skirting, repairing flooring, repairing and replacing damaged duct work, furnace maintenance, and insulation and addition of heat tape to the existing plumbing; and

WHEREAS, HAND has received a contractor quote for the scope of work in the amount of \$15,628.00 plus a 10% contingency for a total funding amount of \$17,190.80, a copy of said quote is attached hereto as Exhibit A; and

WHEREAS, HAND staff requests the RDC approve a not to exceed amount of \$18,000 to complete the emergency home repairs on the Property; and

WHEREAS, there are sufficient CDBG funds for the EHR program available to fund the Project.

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

1. The RDC approves the increased funding amount for the EHR Project at 1600 Willis Drive, Lot 63 in an amount not to exceed \$18,000.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

President

ATTEST:

---

Secretary

---

Date



## Scope of Work

1600 N. Willis, Lot #63

Gary Shields

## Ankriss Services Quote

### General Conditions:

1. Contractor must attend a "Pre-Bid Meeting/Walk through or make special arrangements with the HAND Project Manager. Deadline for all bids shall be, 1/2/2024 regardless if the Contractor attends the Pre-bid Walk through or makes special arrangements. No extension of time shall be made for Bid deadlines.
2. Contractor is responsible for taking and or confirming all measurements and qualities/types of materials.
3. Any substitutions in type of materials, colors or applications of materials must be pre-approved prior to the purchase or installation of such materials.
4. Any additional work, or unforeseen repairs, not covered in the Scope of Work must be approved in writing via a Change Order properly executed by all parties' prior work starting.
5. Contractor shall not enter into any additional work or side jobs, with the owner without the written approval of the HAND Project manager and will not be considered part of the Scope of Work.
6. Contractor must provide and allow the Property Owner access to the property at all times during the construction period.
7. All debris must be removed at the end of each work day to a code legal dumpsite and complete a final clean-up at the end of the project.
8. This project is under "Time is of the Essence" protocol and must be completed as soon as possible.
9. Work hours shall be from 8:00am to 5:00pm Monday through Friday, any additional times must be approved by the owner and Project Manager.
10. Any extension of times requests to complete the project must be requested by the Contractor and approved by the owner and the Project manager.
11. Contractor shall apply for, pay for and receive all required permits prior to the start of any work. Contractor shall provide the Project Manager with copies of all inspection report and a Certificate of Occupancy at the end of the project.
12. Contractor shall provide the owner with a one (1) warranty for workmanship, along with all manufactures warranties and guarantees at Project Close-out.

Demolition:

Underside of the Trailer

1. Remove all shirting materials to include top rails, bottom rails and any other supporting hardware from the entire trailer and properly dispose.
2. Remove all existing debris from the underside of the trailer and properly dispose.
3. Remove any remaining "belly wrap" or plastic from the underside of the trailer.
4. Remove all remaining insulation from the underside of the trailer and properly dispose.
5. Remove any damaged or deteriorated ductwork.

Total for this Section: **\$600.00**

Inspection:

1. With the entire underside of the floor area exposed, contractor shall inspect and give a detailed report to the Project Manager to include but not limited to the following areas:
  - A. Condition of all water main line, supply lines, waste lines and venting.
  - B. Condition of electrical cables, supporting, boxes and all connections.
  - C. Condition of all HVAC components, including distribution boxes, main supply ducts, branch ducts and floor/wall registers.
  - D. Condition of all floor joists, carrying beams and any other structural components.
  - E. Condition of sub-floor materials.
  - F. Check for mold.
  - G. Check for any insect/rodent damage or infestation.

Total for this Section: **\$200.00**

HVAC:

1. Clean and tune existing furnace and air conditioning system.
2. Check all controls for the system and safety elements to be in good operating condition.
3. Replace all filters.
4. Install Carbon Monoxide and Smoke Detectors as required by current code requirements.
5. Replace any deteriorated or damaged supply and return ductwork as necessary.
6. Includes battery Smoke Detector's & Maximum 100' of Ductwork

7. Total for this Section: **\$740.00**

"

### Underside of Trailer Repairs:

1. Repair any deteriorated or damaged floor joists to match existing. An allowance of \$1,000.00 shall be added for the purpose of this quote, any repairs exceeding this amount will be covered by a change order if required. Should no repairs be needed then this amount will be deducted from the quote.
2. Repair any deteriorated subfloor to match existing. An allowance of \$1,000 shall be added for the purpose of this quote, any repairs exceeding this amount will be covered by a change order if required. Should no repairs be needed then this amount will be deducted from the quote,
3. Install a minimum R-30 Kraft faced insulation to the entire underside of the trailer.
4. Install a 10mil polyethylene/visqueen vapor barrier over the entire underside of the trailer.
5. Remove all construction debris and rake clean the entire ground area under the trailer.

Total for this Section: **\$3,180.00**

### Plumbing:

1. Repair all plumbing leaks in all supply and waste lines both inside and in the underside of the trailer.
2. Install/wrap all supply lines with a Self-Regulating Heating Cable such as Vevor 5w/ft, 120v pipe heating cable, rubber 400 watt pipe heat cable or an approved equal.
3. Install pipe insulation to all exposed piping, both supply and waste lines.

Total for this Section: **\$2,400.00**

### Electrical Repairs Underside of Trailer:

1. Properly secure all loose or hanging electrical wires/cables.
2. Install 2 additional dedicated 20amp receptacles, as per current code, for the Self Regulating Heat cables. Switched at the point inside of entrance to the underside of the trailer or at the rear exit door on the main floor, owners choice, with indicator light.

Total for this Section: (allowance for electrician) **\$600.00**

### Exterior Skirting:

1. Install white vinyl skirting around the entire perimeter to include all top rails, bottom rails and pinning as required.
2. Install a removal access panel to the underside of the trailer on the south side near the rear exit door from the trailer.

Total for this Section: **\$3,238.00**

Include an allowance of \$2,000.00 for floor coverings should subfloor and existing floor coverings need to be replaced. This amount shall be included in this quote, should any repairs exceed this amount the additional amount will be covered by a Change Order if required. Should this allowance not be needed it will be deducted from this quote.

Total for this Section: (Flooring Allowance \$2,000 & 200 sq ft maximum subfloor)	<b><u>\$4,670.00</u></b>
Total of All Sections:	<b>\$15,628.00</b>
10% Contingency:	<b><u>\$1,562.00</u></b>
Total Quote for Project:	<b>\$17,190.00</b>
Staff Quote:	<b>\$17,215.00</b>
This project will need RDC approval for a Not To Exceed amount of:	<b>\$18,000.00</b>

**24-09  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE FUNDING FOR AN EMERGENCY HOME REPAIR PROJECT  
AT 1600 WILLIS DRIVE, LOT 255**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (“HAND”) has an Emergency Home Repair (“EHR”) program funded through federal CDBG funds to help City homeowners improve the safety and habitability of their homes; and

WHEREAS, HAND guidelines limit funding for mobile homes to a lifetime cap of \$10,000 and the City of Bloomington Redevelopment Commission (the “RDC”) must approve funding above the \$10,000 limit; and

WHEREAS, HAND staff approved the application for the property owner at 1600 Willis Drive, Lot 255 (the “Property”) to receive a grant through the EHR program to make modifications to improve the safety and habitability of the Property (the “Project”); and

WHEREAS, the Project’s anticipated scope of work includes resealing of the entire roof area to a 10 year warranty, HVAC servicing, installing G.F.C.I. protected electrical circuits in the kitchen, bathroom, repairing of soft spots/floor coverings in the flooring and exterior, repairing rot issues on the southwest corner and repairing missing or damaged skirting; and

WHEREAS, HAND has received a contractor quote for the scope of work in the amount of \$11,350 plus a 10% contingency for a total funding amount of \$12,485, a copy of said quote is attached hereto as Exhibit A; and

WHEREAS, HAND staff requests the RDC approve a not to exceed amount of \$13,000 to complete the emergency home repairs on the Property; and

WHEREAS, there are sufficient CDBG funds for the EHR program available to fund the Project.

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

1. The RDC approves the increased funding amount for the EHR Project at 1600 Willis Drive, Lot 255 in an amount not to exceed \$13,000.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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President

ATTEST:

---

Secretary

---

Date

Braun E.H.R.

Scope of Work

1600 N. Willis Dr Lot #255

This is a Mobile Home Built-in 1975

Ankriss Services LLC Quote

Demolition:

1. Remove all carpet in the Livingroom, bedrooms, hall and entry way and properly dispose in a code legal dump. \$600.00
2. Remove all baseboards in Livingroom, bedrooms, hall and entry way. \$200.00
3. Remove all damaged or deteriorated subfloor. \$500.00
4. Inspect all floor joists and replace as necessary. (For the purpose of this quote figure (\$500.00 allowance)
5. Inspect all wiring, heat ducts and any exposed plumbing for any damage. (allowance of \$200.00 shall be figured into quote) \$200.00
6. Inspect all insulation. \$100.00
7. Have an exterminator treat all floor spaces prior to replacing the new subfloor materials.

Cost of Demolition: **\$1,600.00**

Heating and Cooling:

1. Have the furnace cleaned, install new filters and check unit to ensure it is operating as intended, check and replace thermostat if required). **\$600.00**

Roof:

1. Inspect roof for structural integrity, all roof flanges and all other roof penetrations. Roof is a metal roof (aluminum). **\$100.00**
2. Prep the roof surface as needed to install white T.P.O. roofing material over the entire roof surface. **N/A Coating Only 10yr warranty**
3. Replace all roof penetrations, (furnace vents, plumbing vents and etc.) with properly sized vent covers. **N/A Coating only 10yr warranty**
4. Inspect and clean all guttering and downspouts to ensure proper drainage. \$0.00
5. No work is to be completed on the corrugated fiberglass roof over porch. \$0.00

6. Contractor shall broom clean and remove all construction debris at the end of each work day.	\$0.00
7. Install 2 coats of Roof Sealer, 10yr warranty	\$2,400.00
<b>Total Cost of Roof:</b>	<b>\$2,400.00</b>

**Electrical Repairs:**

1. Upgrade all electricals as required by today's code in kitchen, bathrooms and exterior, at a minimum G.F.C.I. receptacles must be installed along with weather proof covers for the exterior.

Total Cost of electrical: **\$600.00**

**Flooring:**

1. Install owners' choice of mid-range floating floor covering where all carpeting was removed during the demolition phase. Allowance: **\$3,750.00**

**Exterior:**

1. Repair the southwest corner of the trailer to replace rot.
2. Replace/Repair the skirting:

Total Exterior Cost: **\$2,400.00**

-----Last Item-----

Demolition:	<b>\$1,600.00</b>
Heating & Cooling:	<b>\$600.00</b>
Roof:	<b>\$2,400.00</b>
Electrical Repairs:	<b>\$600.00</b>
Flooring:	<b>\$3,750.00</b>
Exterior;	<b><u>\$2,400.00</u></b>
Total Quote:	<b>\$11,350.00</b>
10% Contingency:	<b><u>\$1,135.00</u></b>
Total Quote/Bid Cost:	<b>\$12,485.00</b>
Staff Quote:	<b>\$18,535.00</b>

Will need RDC approval for a Not To Exceed Amount of: \$13,000.00.



**24-10  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**LEASE MODIFICATION FOR EARLY TERMINATION – KERR LAW, P.C**

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the RDC approved a purchase agreement for Showers West located at 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, (“Property”) in Resolution 22-49; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023 (“Project”); and
- WHEREAS, as part of the purchase, the RDC assumed leases as part of the Property; and
- WHEREAS, City staff have negotiated a lease modification for early termination with Kerr Law, P.C. (“Tenant”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tenant’s lease will terminate on January 31, 2024, and in consideration of the early termination the City will compensate Tenant as reflected in Exhibit A; and

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

1. The RDC finds that the lease modification has a valid public purpose.
2. The RDC approves the Lease Termination Agreement for Kerr Law, P.C. and agrees to accept the terms of the Lease Termination Agreement which is attached to this Resolution as Exhibit A.
3. The RDC authorizes its President to sign the attached modifications on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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President

ATTEST:

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Secretary

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Date

## LEASE TERMINATION AGREEMENT

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

### RECITALS:

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated May 19, 2017 for the premises commonly known as Showers Plaza West, Suite 114 (“Premises”) in which Tenant operates a business.

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

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

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the lease, as of January 31, 2024, on the conditions stated below.

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

1. **Termination.** The Lease shall be terminated, effective on the Termination Date. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date provided however, that Tenant shall not be required to pay rent for January 2024. Tenant shall return all keys and fobs to Landlord and shall vacate and remove personal property from the Premises not later than the Termination Date.
2. **Termination Fee.** In exchange for termination of the Lease, Landlord shall pay Tenant the sum of Five Thousand Dollars and No Cents (\$5,000).
3. **Release.** In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities, and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement or Tenant’s occupancy of the Premises.

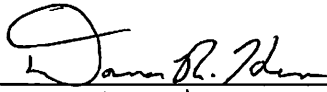
4. **Property.** If Tenant fails to vacate the premises or return all keys and fobs by the Termination Date, Landlord shall have the right to enter the property and remove all remaining property belonging to Tenant. All property removed from the premises by Landlord may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant by midnight February 29, 2024, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

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

LANDLORD  
City of Bloomington  
Redevelopment Commission

TENANT  
Kerr Law, P.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Its: President / Owner

Dated: \_\_\_\_\_

Dated: January 2, 2024

**24-11  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**LEASE MODIFICATION FOR EARLY TERMINATION – INDIANA TEAM, LLC**

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the RDC approved a purchase agreement for Showers West located at 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, (“Property”) in Resolution 22-49; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023 (“Project”); and
- WHEREAS, as part of the purchase, the RDC assumed leases as part of the Property; and
- WHEREAS, City staff have negotiated a lease modification for early termination with the Indiana Team, LLC (“Tenant”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tenant’s lease will terminate on January 31, 2024, and in consideration of the early termination the City will compensate Tenant as reflected in Exhibit A; and

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

1. The RDC finds that the lease modification has a valid public purpose.
2. The RDC approves the Lease Termination Agreement for Tenant and agrees to accept the terms of the Lease Termination Agreement which is attached to this Resolution as Exhibit A.
3. The RDC authorizes its President to sign the attached modifications on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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President

ATTEST:

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Secretary

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Date

## LEASE TERMINATION AGREEMENT

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

### RECITALS:

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated October 12, 2018 for the premises commonly known as Showers Plaza West, Suite 100B (“Premises”) in which Tenant operates a business.

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

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

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the lease, as of January 31, 2024 (“Termination Date”), on the conditions stated below.

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

1. **Termination.** The Lease shall be terminated, effective on the Termination Date. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date. Tenant shall return all keys and fobs to Landlord as of the Termination Date and shall vacate and remove personal property from the Premises not later than the Termination Date.
2. **Termination Fee.** In exchange for termination of the Lease, Landlord shall pay Tenant the sum of Thirty Thousand Dollars and No Cents (\$30,000.00).
3. **Release.** In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities, and obligations, known and unknown, that each of them may have

against the other now or at any time arising out of the Lease Agreement or Tenant's occupancy of the Premises.


- 4. **Property.** If Tenant fails to vacate the premises or return all keys and fobs by the Termination Date, Landlord shall have the right to enter the property, remove all remaining property belonging to Tenant. All property removed from the premises by Landlord may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant by midnight February 29, 2024, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

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

LANDLORD  
CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

TENANT  
THE INDIANA TEAM, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: 


dotloop verified  
 12/18/23 3:24 PM  
 EST  
 CVJJ-UVTF-EJIE-NPN2

  
 Its: Managing Broker/Owner

Dated: \_\_\_\_\_

Dated: 12/18/2023



**24-12**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**LEASE MODIFICATION FOR EARLY TERMINATION – BYNUM FANYO UTILITIES**

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the RDC approved a purchase agreement for Showers West located at 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, (“Property”) in Resolution 22-49; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023 (“Project”); and
- WHEREAS, as part of the purchase, the RDC assumed leases as part of the Property; and
- WHEREAS, City staff have negotiated a lease modification for early termination with Bynum Fanyo Utilities (“Tenant”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tenant’s lease will terminate on January 31, 2024, and in consideration of the early termination the City will compensate Tenant as reflected in Exhibit A; and

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

1. The RDC finds that the lease modification has a valid public purpose.
2. The RDC approves the Lease Termination Agreement for Tenant and agrees to accept the terms of the Lease Termination Agreement which is attached to this Resolution as Exhibit A.
3. The RDC authorizes its President to sign the attached modifications on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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President

ATTEST:

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Secretary

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Date

## LEASE TERMINATION AGREEMENT

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

### RECITALS:

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated July 1, 2022, for the premises commonly known as Showers Plaza West, Suite 117 (“Premises”) in which Tenant operates a business.

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

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

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the lease, as of January 31, 2024 (“Termination Date”) on the conditions stated below.

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

1. **Termination.** The Lease shall be terminated, effective on the Termination Date. The parties will continue to perform their respective obligations under the terms and conditions of the Lease until the Termination Date. Tenant shall return all keys and fobs to Landlord and shall vacate and remove personal property from the Premises not later than the Termination Date.
2. **Termination Fee.** In exchange for termination of the Lease, Landlord shall pay Tenant the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00). Additionally, Landlord shall forgive the past due monthly rental fees owed by Tenant to Landlord in the amount of Nine Thousand Five Hundred One Dollars and No Cents (\$9,501.00).
3. **Release.** In exchange for the mutual and reciprocal consideration, Landlord and Tenant shall fully and unconditionally release and waive any and all right, title, claims, causes of action, liabilities, and obligations, known and unknown, that each of them may have against the other now or at any time arising out of the Lease Agreement or Tenant’s occupancy of the Premises.

4. **Property.** If Tenant fails to vacate the premises or return all keys and fobs by the Termination Date, Landlord shall have the right to enter the property and remove all remaining property belonging to Tenant. All property removed from the premises by Landlord may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant by midnight February 29, 2024, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

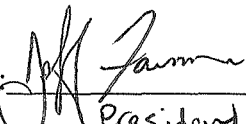
The Parties have executed this Agreement as of the date written below.

LANDLORD  
City of Bloomington  
Redevelopment Commission

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

TENANT  
Bynum Fanyo

By:  \_\_\_\_\_  
Its: President

Dated: 12-15-2023

Addendum to Lease Termination:

BFU, Inc. would like to retain a mailbox key for 1 month after termination date to pick up any mail that is not forwarded.

**24-13  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**LEASE MODIFICATION FOR EARLY TERMINATION  
GP STRATEGIES CORPORATION**

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the RDC approved a purchase agreement for Showers West located at 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, (“Property”) in Resolution 22-49; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023 (“Project”); and
- WHEREAS, as part of the purchase, the RDC assumed leases as part of the Property; and
- WHEREAS, City staff have negotiated a lease modification for early termination with GP Strategies Corporation (“Tenant”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tenant’s lease will terminate on January 31, 2024, and in consideration of the early termination the City will compensate Tenant as reflected in Exhibit A; and

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

1. The RDC finds that the lease modification has a valid public purpose.
2. The RDC approves the Lease Termination Agreement for Tenant and agrees to accept the terms of the Lease Termination Agreement which is attached to this Resolution as Exhibit A.
3. The RDC authorizes its President to sign the attached modifications on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

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President

ATTEST:

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Secretary

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Date

## LEASE TERMINATION AGREEMENT

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

### **RECITALS:**

WHEREAS, the Tenant executed a Lease Agreement (“Lease”) dated April 1, 2018 for the premises commonly known as Showers Plaza West, Suites 207, 209, 217, and 229 (“Premises”) in which Tenant operates a business.

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

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

WHEREAS, Landlord and Tenant desire to terminate all rights and obligations under the lease, as of January 31, 2024 (“Termination Date”), on the conditions stated below.

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

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



remaining property belonging to Tenant. All property removed from the Premises by Landlord may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant by midnight February 29, 2024, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

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

LANDLORD  
City of Bloomington  
Redevelopment Commission

TENANT  
GP Strategies Corporation

By: \_\_\_\_\_

By: Roland Baber

Its: \_\_\_\_\_

Its: Head of Procurement

*Roland Baber*

Dated: \_\_\_\_\_

Dated: 9th January 2024

**24-14**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR LOCAL SHARE  
PORTION OF FUNDING FOR B-LINE EXTENSION CONSTRUCTION**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, on November 15, 2017, the City executed an Indiana Department of Transportation - Local Public Agency Project Coordination Contract (“Agreement”) requesting funding for the Project, which Agreement commits the City to pay a local share of the cost of the Project. The Agreement was amended two (2) times. A copy of the Agreement and two (2) Amendments are attached as Exhibit A.
- WHEREAS, the Indiana Department of Transportation confirms a total construction cost of Three Million, Eighty-Six Thousand, Two Hundred Twenty-Three Dollars and Seventy Cents (\$3,086,223.70), with a Federal award amount of Seven Hundred Seven Thousand, Three Hundred Ninety-Five Dollars and No Cents (\$707,395.00), and the local share will be Two Million, Three Hundred Seventy-Eight Thousand, Eight Hundred Twenty-Eight Dollars and Seventy Cents (\$2,378,828.70).
- WHEREAS, a copy of the Amended Project Review Form (“Amended Form”) is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.

BLOOMINGTON REDEVELOPMENT COMMISSION

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President

ATTEST:

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Secretary

---

Date

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY  
PROJECT COORDINATION CONTRACT

EDS #: A249-18-L170113

Des. No.: 1700735

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Bloomington, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office  
185 Agrico Lane  
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

City of Bloomington  
401 North Morton Street  
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

**SECTION II LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2021**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2021 and June 30, 2023**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

## **SECTION VI      GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**D. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**E. Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
  - (1) The LPA and any officials of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**F. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred



subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

- J. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- N. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**O. Non-Discrimination.**

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment. All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
  3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**The remainder of this page is intentionally left blank.**

**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Bloomington

Kyla Cox Deekard Pres. Board of Public Works  
Print or type name and title

Kyla Cox Deekard 9/19/2017  
Signature and date

Terri Porter Dir., Planning + Trans. Dept.  
Print or type name and title

Terri Porter 9/21/17  
Signature and date

Phillippa M. Guthrie Corporation Counsel  
Print or type name and title

Phillippa M. Guthrie 9-27-17  
Signature and date

LPA DUNS # 070711239

Attest

Nicole Bolden 9/21/17  
Auditor or Clerk Treasurer  
Nicole Bolden

This instrument prepared by:  
Ellen Hite  
September 7, 2017

STATE OF INDIANA  
Department of Transportation

Recommended for approval by:

[Signature]

Steven Duncan, Director  
Contract Administration Division

Date: 10-12-2017

Executed by:

[Signature] (FOR)

Joseph McGuinness, Commissioner

Date: 10-13-17

Department of Administration

[Signature]

Jessica Robertson, Commissioner

Date: 10/19/17

State Budget Agency

[Signature]

Jason D. Dudich, Director (Fa)

Date: 10/26/17

Approved as to Form and Legality:

[Signature] (FOR)  
Curtis T. Hill, Jr., Attorney General of Indiana

Date: 11/15/2017

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: S Jackie Moore  
DATE: 9.14.17

CITY OF BLOOMINGTON  
Controller  
Reviewed by: [Signature]  
DATE: 11/15/17  
FUND/ACCT: 510

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

Des. No.: 1700735  
Program: Group II  
Type of Project: Bike/Pedestrian Facilities  
Location: Adams Street

A general scope/description of the Project is as follows:

A project for bike/pedestrian facilities from the existing B-line Trail terminus at Adams Street to 17<sup>th</sup> at Crescent, in the City of Bloomington, Monroe County, Indiana.



**ATTACHMENT B****LPA'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
  - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
    1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
    2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or

- B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
  - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
    1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
    2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
    3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
  - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
    1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
    2. INDOT may elect to pay its obligations under the provisions of the construction contract.
    3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

**ATTACHMENT C****INDOT'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

## ATTACHMENT D

### PROJECT FUNDS

#### I. Project Costs.

A. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **September 7, 2017**, the maximum amount according to the TIP dated **September 5, 2017** is **\$ 1,150,000.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay \_\_\_\_\_ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ \_\_\_\_\_.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

### **B. Other Costs:**

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

## **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

CONTRACT #0000000000000000000071976

AMENDMENT #1 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION  
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS No.: A249-18-L170113

Des No.: 1700735

UEI #NYDCLK4KJDG3

CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and CITY OF BLOOMINGTON (hereinafter referred to as the "LPA"), and jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under EDS A249-18-L170113 on November 15, 2017 for DES 1700735 Bike/Pedestrian Facilities from existing B-line Trail Terminus at Adams Street to 17<sup>th</sup> at Crescent, in the City of Bloomington, Monroe County, Indiana (the "Contract"); and

WHEREAS, the total federal aid funding allocated to the project has been decreased; and

WHEREAS, additional time is needed in order to complete the project and the term has been extended to allow for completion of the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project in the amount of \$1,057,691.00; and

WHEREAS, the Parties wish to substitute Attachment A-1, which includes the additional funding for all phases of the project, for Attachment A;

WHEREAS, the Parties wish to substitute Attachment D-1, which includes the additional funding for all phases of the project, for Attachment D;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

1. **Attachment A of the Contract is deleted in its entirety and is hereby substituted with Attachment A-1.**
2. **Attachment D of the Contract is deleted in its entirety and is hereby substituted with Attachment D-1.**



3. Section V. of the Contract is amended in its entirety to read as follows:

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in sections I.B. and I.C. of Attachment D-1 available for the Project, provided the Project is eligible, and provided the federal funds shown in sections I.B. and I.C. of Attachment D-1 are available.**
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026 INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in sections I.B. and I.C. of Attachment D-1 are available.**
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.**
- D. If the Program shown on Attachment A-1 is Group I or Group II, Sections V.A, V.B and V.C do not apply but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.**
4. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
<https://secure.in.gov/apps/idoa/contractsearch/>.

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**CITY OF BLOOMINGTON**

**Indiana Department of Transportation**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

	Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General

**ATTACHMENT A-1  
PROJECT DESCRIPTION**

Des. No.: **1700735**  
Program: **Group II STBG and Group III STBG**  
Type of Project: **Bike/Pedestrian Facilities**  
Location: **Adams Street**

A general scope/description of the Project is as follows:

**A project for bike/pedestrian facilities for the existing B-line Trail terminus at Adams Street to 17<sup>th</sup> at Crescent, the City of Bloomington, Monroe County, Indiana.**

**ATTACHMENT D-1  
PROJECT FUNDS**

**I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

\_\_\_\_\_ Preliminary Engineering or  
\_\_\_\_\_ Right-of-Way or  
\_\_\_\_\_ Construction;

Otherwise, this contract is for all phases.

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **March 14, 2023**, the maximum amount according to the TIP dated **November 12, 2021** is **\$717,640.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

AND

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$340,051.00**.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

- I. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
  - (2) Are verifiable from INDOT's or the LPA's records;
  - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
  - (4) Are included in the approved budget, or amendment thereto; and
  - (5) Were not incurred prior to FHWA authorization.

## II. Billings.

### A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D-1 and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

## III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

CONTRACT #0000000000000000000071976

AMENDMENT #2 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION  
LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS.: A249-18-L170113

Des No.: 1700735

UEI # NYDCLK4KJDG3

CFDA #: 20.205

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and CITY OF BLOOMINGTON (hereinafter referred to as the "LPA"), and jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under EDS A249-18-L170113 on November 15, 2017, amended on June 16, 2023, for Des.1700735 bike/pedestrian facilities from existing B-line Trail Terminus at Adams Street to 17th at Crescent, in the City of Bloomington, Monroe County, Indiana (the "Contract"); and

WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project in the amount of \$1,425,035.00; and

WHEREAS, the Parties wish to substitute Attachment A-2, which includes the additional funding for all phases of the project, for Attachment A-1;

WHEREAS, the Parties wish to substitute Attachment D-2, which includes the additional funding for all phases of the project, for Attachment D-1;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

1. **Attachment A-1 of the Contract is deleted in its entirety and is hereby substituted with Attachment A-2.**
2. **Attachment D-1 of the Contract is deleted in its entirety and is hereby substituted with Attachment D-2.**
3. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

**In Witness Whereof**, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**CITY OF BLOOMINGTON  
Transportation**

**Indiana Department of**

By: \_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



	Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality: Office of the Attorney General  By: Theodore E. Rokita, Attorney General (for)





**ATTACHMENT A-2  
PROJECT DESCRIPTION**

Des. No.: **1700735**  
Program: **Group II STBG**  
Type of Project: **Bike/Pedestrian Facilities**  
Location: **Adams Street**

A general scope/description of the Project is as follows:

**A project for bike/pedestrian facilities for the existing B-line Trail terminus at Adams Street to 17th at Crescent, the City of Bloomington, Monroe County, Indiana.**

**ATTACHMENT D-2**  
**PROJECT FUNDS**

**I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

\_\_\_\_\_ Preliminary Engineering or  
\_\_\_\_\_ Right-of-Way or  
\_\_\_\_\_ Construction

Otherwise, this contract covers all phases.

- B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **August 21, 2023**, the maximum amount according to the TIP dated **July 18, 2023** is **\$1,425,035.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).
- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay \_\_\_% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$\_\_\_.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D-2 of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the

project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

**I. Costs will be eligible for FHWA participation provided that the costs:**

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

**II. Billings.**

**A. Billing:**

- (1) When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
- (2) The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
- (3) If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D-2 and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- (4) Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

### **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

**Project Name:** B-Line Trail Extension & Multi-use Path

**Project Manager:** Roy Aten

**Project Description:** This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17<sup>th</sup> Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, Additional federal funds for construction in the amount of \$1,247,538 have been applied for and are pending approval by the Bloomington-Monroe County MPO.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17<sup>th</sup>

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

<sup>3</sup>Final amount of federal funds pending MPO approval.

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

**Project Timeline:**

Start Date: January 17, 2018  
End Date: December 31, 2024

**Financial Information:**

Estimated full cost of project:	\$4,204,896 <del>\$5,009,371.95</del>
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	<del>\$1,567,538<sup>1,3</sup></del> <b>\$1,129,997</b>
Consolidated TIF	<del>\$2,387,708<sup>2</sup></del> <b>\$3,664,924.92</b>

**Project Phases:** This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$47,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	<del>\$400,000</del> <b>\$528,252.89</b>	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	<del>\$2,410,000</del> <b>\$3,086,223.70</b>	<del>Apr 2023 – Dec 2024</del> <b>Apr 2024 – May 2025</b>
6	Construction Engineering	\$257,410	<del>Aug 2022 – Dec 2024</del> <b>Feb 2024 – Aug 2025</b>

**TIF District:** Consolidated TIF (West 17<sup>th</sup> Street)

**Resolution History:**

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement
- Res. 24-14 – Approval of Funding for Construction**

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

<sup>3</sup>Final amount of federal funds pending MPO approval.

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.  
<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed  
<sup>3</sup>Final amount of federal funds pending MPO approval.