AGENDA REDEVELOPMENT COMMISSION September 3, 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 to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, a<u>t anna.killionhanson@bloomington.in.gov</u> and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

https://bloomington.zoom.us/j/86181890731?pwd=kn0i4IyYwSsJGXIXupVIRNElczmBOb.1

I. ROLL CALL

- II. READING OF THE MINUTES August 5, 2024
- III. EXAMINATION OF CLAIM REGISTERS August 16, 2024 for \$836,232.96 and August 30, 2024 for \$1,267,173.99
- IV. EXAMINATION OF PAYROLL REGISTERS August 9, 2024 for \$41,088.87 and August 23, 2024 for \$41,088.87

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. Resolution 24-62: Approval of Amendment of Agreement for Security Patrols at Hopewell Properties.
- B. Resolution 24-63: Approval of Contract with Belcher Fencing LLC to Modifying Fencing in Hopewell.
- C. Resolution 24-64: Approval of Contract with Woods Electrical Contractors Inc. for Electrical Maintenance and Connetion Services in Hopewell.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call <u>812-349-3429</u> or e-mail <u>human.rights@bloomington.in.gov</u>.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, August 5, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with Vice-President Deborah Myerson presiding: https://catstv.net/m.php?q=13659

I. ROLL CALL

Commissioners Present: John West, Deborah Myerson, Randy Cassady, and Sue Sgambelluri

Commissioners Absent: None

City Staff Present: Anna Killion-Hanson, Director, HAND; Margie Rice, Corporation Council; Larry Allen, City Attorney; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Roy Aten, Senior Project Manager, Engineering Department

Others Present: Deb Kunce, J.S. Held; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Mary Krupinski, J.S. Held; Rob Cronk, IT Department; Buzz Crone, Financial Advisor, Crone and Associates; Hanna Clendening, Associate, Barnes & Thornberg; Geoff McKim, County Council

- **II. READING OF THE MINUTES** Sue Sgambelluri moved to approve the July 15, 2024 minutes. John West seconded the motion. The motion passed unanimously.
- **III. EXAMINATION OF CLAIM REGISTERS** John West moved to approve the claim register for August 2, 2024, for \$1,298,354.40. Sue Sgambelluri seconded the motion. The motion passed unanimously.
- **IV. EXAMINATION OF PAYROLL REGISTERS** Randy Cassady moved to approve the payroll register for July 26, 2024, for \$41,088.87 via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. On April 22, 2024, the RDC approved \$8,500 for the Park Ridge East Neighborhood Association project. The approved amount was \$4,325 less than the requested amount. During the April 22 meeting, there was discussion of a plan to fully fund the project if additional funds became available. Anna Killion-Hanson said additional funds have been identified and therefore HAND is increasing the grant by an additional \$4,325 for a total budget amount of \$12,825.

HAND continues to work on the required 5-year Consolidated Plan. Community outreach will occur later this month.

Heading Home is hosting an "inspection palooza" on September 18, 2024, from 11:00 a.m. to 12:30 p.m.

Anna Killion-Hason said that eight members of the HAND staff, including herself, recently became NSPIRE certified, which is the National Standard of the Physical Inspection of Real Estate.

- B. Legal Report: Larry Allen was available to answer questions.
- C. Treasurer's Report: Jessica McClellan was available to answer questions.
- **D.** Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Deb Kunce was available to answer questions.

VI. NEW BUSINESS

A. Resolution 24-55: Approval of an Agreement with Presidio for Hopewell Phase 1 East Hardware and Camera Installation. Roy Aten stated that a portion of the Hopewell East infrastructure project included wireless access points and cameras in the Hopewell Common Park. The infrastructure project included the installation of conduits to prepare for the wireless access points. The purchase of the wireless access points and the cameras themselves were not included in the infrastructure project. City staff solicited quotes for services from Presidio for the access points and cameras and negotiated an agreement for an amount not to exceed \$49,174.43.

City staff answered questions from the commissioners.

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

Randy Cassady moved to approve Resolution 24-55. John West seconded the motion. The motion passed unanimously.

B. Resolution 24-57: Approval of TIF Refunding Bond. Buzz Crohn and Hannah Clendening outlined the refunding bond. This bond would refinance the outstanding 2015 TIF bonds, which could save the Commission over \$1 million. However, if the markets shift and the refunding does not save the Commission an adequate amount of money, no bonds would be issued. The next step in this process is approval in a resolution from the Common Council.

City staff answered questions from the commissioners.

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

John West moved to approve Resolution 24-57. Sue Sgambelluri seconded the motion. The motion passed unanimously.

C. Resolution 24-58: Amendment to Agreement with J.S. Held for Project Management Services for the Hopewell Site. Jane Kupersmith stated that this amendment is for an extension of time to the initial contract with J.S. Held. The extension will go through the remainder of the year. There is approximately \$100,000 remaining on the contract.

City staff answered questions from the commissioners.

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

Sue Sgambelluri moved to approve Resolution 24-58. John West seconded the motion. The motion passed unanimously.

D. Resolution 24-59: Approval of Payment of Water Meter Installation Fee for Hopewell East. Roy Aten stated that the project has two water fountains and an irrigation system which needed to be hooked up to city utilities. The installation fee is \$3,989.

City staff answered questions from the commissioners.

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

Sue Sgambelluri moved to approve Resolution 24-59. John West seconded the motion. The motion passed unanimously.

E. Resolution 24-60: First Amendment to Agreement with U3 Advisors for Owner's Representative Consultant Services for Hopewell. In Resolution 23-45, the RDC approved an agreement with U3 advisors for owner's representative consultant services for Hopewell. The City temporarily paused U3s work in January 2024 due to a change in administration and a need for an in-depth briefing on the direction and developments at Hopewell. The City is ready to resume the consultation services. Deb Kunce stated that this amendment is a request for an extension of time through May 1, 2025.

City staff answered questions from the commissioners.

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

John West moved to approve Resolution 24-60. Sue Sgambelluri seconded the motion. The motion passed unanimously.

Resolution 24-61: Approval of Second Amendment to Agreement with Weber Group for Trades District Gateway Art. Jane Kupersmith stated that last year the RDC approved \$106,500 to support the new piece of public art that is going into the Trade District. The original contract was amended in Resolution 24-07 because there were a variety of drivers that increased costs to \$133,642. Additional services are necessary for the completion of the project. City staff negotiated a second amendment to the agreement for the additional services in the amount not to exceed an additional \$33,825. Additional funding will be paid by the Bloomington Urban Enterprise Association (BUEA), and there will not be any additional use of TIF funding.

City staff answered questions from the commissioners.

John West stated that the fifth "WHEREAS" states that the staff anticipates additional funding will be paid by the BUEA, however, the BUEA already approved the funding. It was suggested to amend the resolution to clarify that additional funding will be paid by the BUEA and TIF funding will not be utilized. Deborah Myerson pointed out a spelling error in the fourth "WHEREAS".

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

Sue Sgambelluri moved to approve Resolution 24-61. John West seconded the motion. The motion passed unanimously.

F. BUSINESS/GENERAL DISCUSSION

XI. ADJOURNMENT – John West moved to adjourn. Randy Cassady seconded. The meeting adjourned at 6:00 p.m.

Deborah Myerson, Vice-President

Sue Sgambelluri, Secretary

Date:



KERRY THOMSON MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412 f 812.349.3456 controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission From: Jessica McClellan, Treasurer

Date: 08-16-2024 (\$836,232.96)

Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from <u>08-03-2024</u> to <u>08-16-2024</u>. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Ulard

Cheryl Gilliland-Deputy Controller Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from <u>08-03-2024</u> to <u>08-16-2024</u>, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Larry Allen, City Attorney



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)									
Department 15 - HAND									
Program 151000 - Neighborhood									
Account 53960 - Grants									
2546 - Monroe County Historical Society,	NIGRANT-	15-Neighborhood	Paid by EFT #		08/06/2024	08/06/2024	08/16/2024	08/16/2024	2,500.00
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Account 52420 - Other Sup	plies								
8658 - Kleindorfer's Hardware LLC	786248	15-Hardware to create	Paid by EFT #		08/06/2024	08/06/2024	08/16/2024	08/16/2024	53.63
		cubicles in the	60589						
		department						00/10/0001	
5103 - Staples Contract & Commercial, INC	6006689602	15-Toner Cartridge	Paid by EFT #		08/06/2024	08/06/2024	08/16/2024	08/16/2024	237.22
			60674	Control 572	120 - Other St	malies Totals	leive	pice Transactions 2	\$290.85
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2128 - Van Ausdall & Farrar, INC	612918	15-Digitalization for	Paid by EFT #		08/06/2024	08/06/2024	08/16/2024	08/16/2024	6,769.83
		Rental Files (78,719) -	60705		, - -, ·		, , ,		,
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2128 - Van Ausdall & Farrar, INC	621732	15-Digitalization for	Paid by EFT #		08/06/2024	08/06/2024	08/16/2024	08/16/2024	9,024.93
		Rental Files (104,941)-	60705						
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Department 15 - HAND									
Program 150000 - Main									
Account 53230 - Travel									
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Fund 250 - CDBG Fund 161 - CDBG -COVID(B20-MW-180013) Totals Invoice Transactions 1 \$44,505.45 Fund 250 - CDBG Department 15 - HAND Fund 161 - CDBG -COVID(B20-MW-180013) Totals Invoice Transactions 1 \$44,505.45 Department 15 - HAND Program 150000 - Main Account 53960 - Grants Novice Transactions 1 \$44,505.45 6378 - ANN-KRISS, LLC 72160-29 15-CDBG-EHR-1600 N Paid by EFT # 08/06/2024 08/16/2024 08/16/2024 2,400.00 Willis Dr. Lot 255- Braun-exterior work 542 Account 53960 - Grants Totals Invoice Transactions 1 \$2,400.00 Program 150000 - Main Totals Invoice Transactions 1 \$2,400.00 \$2,400.00 \$2,400.00											
Fund 250 - CDBG Department 15 - HAND Fund 161 - CDBG - COVID(B20-MW-180013) Totals Invoice Transactions 1 \$44,505.45 Fund 250 - CDBG Department 15 - HAND Program 150000 - Main Account 53960 - Grants 844,505.45 6378 - ANN-KRISS, LLC 72160-29 15-CDBG-EHR-1600 N Paid by EFT # 08/06/2024 08/16/2024 08/16/2024 08/16/2024 2,400.00 Millis Dr. Lot 255- Fraun-exterior work 542 Fund 150000 - Main Totals Invoice Transactions 1 \$2,400.00 Program 150000 - Main Forgram 150000 - Main Totals Invoice Transactions 1 \$2,400.00 Account 53960 - Grants Totals Invoice Transactions 1 \$2,400.00 Program 150000 - Main Totals Invoice Transactions 1 \$2,400.00 Program 150000 - Main Totals Invoice Transactions 1 \$2,400.00						v*		Inv	voice Transaction	s 1	
Fund 250 - CDBG Department 15 - HAND Drogram 150000 - Main Account 53960 - Grants 6378 - ANN-KRISS, LLC 72160-29 15-CDBG-EHR-1600 N Paid by EFT # 08/06/2024 08/16/2024 08/16/2024 08/06/2024 08/16/2024 08/16/2024 Account 53960 - Grants Totals Invoice Transactions 1 \$2,400.00 Program 150000 - Main Totals Invoice Transactions 1 \$2,400.00 Department 15 - HAND Totals Invoice Transactions 1 \$2,400.00				Fund 161		,		Inv	voice Transaction	s 1	
Willis Dr. Lot 255- Braun-exterior work Account 53960 - Grants Totals Program 150000 - Main Totals Department 15 - HAND Totals Invoice Transactions 1 \$2,400.00 \$2,400.00 \$2,400.00 Department 15 - HAND Totals State State St	Department 15 - HAND Program 150000 - Main										
Account 53960 - Grants TotalsInvoice Transactions 1\$2,400.00Program 150000 - Main TotalsInvoice Transactions 1\$2,400.00Department 15 - HAND TotalsInvoice Transactions 1\$2,400.00		72160-29	Willis Dr. Lot 255-			08/06/2024	08/06/2024	08/16/2024	4	08/16/2024	2,400.00
Program 150000 - Main TotalsInvoice Transactions 1\$2,400.00Department 15 - HAND TotalsInvoice Transactions 1\$2,400.00			braun-exterior work		Arm	- 1001 53960 -	Grants Totals	Inv	voice Transaction	s 1	\$2,400.00
Department 15 - HAND Totals Invoice Transactions 1 \$2,400.00											
						-					
						,					\$2,400.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing										
Account 53990 - Other Ser 13074 - Renascent INC	-	15-Hopewell (2) South	Paid by EFT #		08/06/2024	08/06/2024	09/16/2024		08/16/2024	F2 000 02
	-6	Demolition-App No 4312-06	60657		00/00/2024	00/00/2024	00/10/2024		08/18/2024	52,908.92
13074 - Renascent INC	RENHOPEDEM2 -7	15-Hopewell (2) South Demolition-App No 4312-07	Paid by EFT # 60657		08/06/2024	08/06/2024	08/16/2024		08/16/2024	86,630.97
3444 - Rundell Ernstberger Associates, INC	2022-1671-21	15-Hopewell Phase 1 East-Inspection-serv thru 06/30/24	Paid by EFT # 60662		08/06/2024	08/06/2024	08/16/2024		08/16/2024	43,944.29
1960 - Landscape Forms, INC (DBA Loll Designs)	0000205161	15-Hopewell Site Furnishing - furniture/trash receptacles	Paid by EFT # 60594		08/06/2024	08/06/2024	08/16/2024		08/16/2024	76,532.64
6330 - Marshall Security LLC	3257	15-Hopewell Security Officer Staffing 2/01/24 -2/29/24	Paid by EFT # 60608		08/06/2024	08/06/2024			08/16/2024	16,520.88
				990 - Other Se				pice Transactions		\$276,537.70
			Progra	m 159001 - Ad	ams Crossing	Area Totals	Invo	oce ⊤ransactions	5	\$276,537.70
Program 159002 - Downtown Area	vices and Chara	9¢								
Account 53990 - Other Ser	-		Paid by EFT #		08/06/2024	08/06/2024	08/16/2024		08/16/2024	6.861.64
Account 53990 - Other Ser 7509 - Axis Architecture + Interiors, LLC	2022001-19	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27	Paid by EFT # 60484		08/06/2024	08/06/2024	. ,		08/16/2024	6,861.64
Account 53990 - Other Ser	2022001-19 HFITECHCTR-	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27 04-Harrell-Fish (HFI)	60484 Paid by Check		08/06/2024 08/06/2024	08/06/2024 08/06/2024	08/16/2024 08/16/2024		08/16/2024 08/16/2024	6,861.64 17,558.35
Account 53990 - Other Ser 7509 - Axis Architecture + Interiors, LLC	2022001-19	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27 04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 9 04-Mechanical Contractor Work-Tech	60484 Paid by Check				. ,			
Account 53990 - Other Ser 7509 - Axis Architecture + Interiors, LLC 18844 - First Financial Bank, N.A.	2022001-19 HFITECHCTR- App 9 HFITECHCTR-	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27 04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 9 04-Mechanical	60484 Paid by Check # 78882 Paid by EFT #		08/06/2024	08/06/2024	08/16/2024		08/16/2024	17,558.35
Account 53990 - Other Ser 7509 - Axis Architecture + Interiors, LLC 18844 - First Financial Bank, N.A. 321 - Harrell Fish, INC (HFI)	2022001-19 HFITECHCTR- App 9 HFITECHCTR- App 9	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27 04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 9 04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 9 04-Fabrication for Trades District Art	60484 Paid by Check # 78882 Paid by EFT # 60559 Paid by EFT # 60713 Paid by EFT #		08/06/2024 08/06/2024	08/06/2024 08/06/2024	08/16/2024 08/16/2024		08/16/2024 08/16/2024	17,558.35 333,608.64
Account 53990 - Other Ser 7509 - Axis Architecture + Interiors, LLC 18844 - First Financial Bank, N.A. 321 - Harrell Fish, INC (HFI) 8595 - Weber Group II, LLC 2129 - TA Bloomington, INC (FC	2022001-19 HFITECHCTR- App 9 HFITECHCTR- App 9 13298	15-Addt'l Services- Trades District Tech Ctr-9 of 12-7/27 04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 9 04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 9 04-Fabrication for Trades District Art Installations App 3 15-Real Estate Services/Showers West Business Plaza Jan-May	60484 Paid by Check # 78882 Paid by EFT # 60559 Paid by EFT # 60713 Paid by EFT # 60686	9 90 - Other Se Program 15900	08/06/2024 08/06/2024 08/06/2024 08/06/2024 rvices and Ch	08/06/2024 08/06/2024 08/06/2024 08/06/2024 arges Totals	08/16/2024 08/16/2024 08/16/2024 08/16/2024	pice Transactions	08/16/2024 08/16/2024 08/16/2024 08/16/2024	17,558.35 333,608.64 19,309.60



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159006 - West 17th Street										
Account 53990 - Other Ser					00/06/2024	00/06/2024	00/11/0/2020		00/16/2024	4 606 75
5609 - Aecom Technical Services	2000908736	15-Environmental work on the B-Line Exten Proj 05/09/24- 07/05/24	Paid by EFT # 60475		08/06/2024	08/06/2024	08/16/2024		08/16/2024	4,686.75
5409 - VS Engineering, INC	462822	15-17th Street WEST Construction Inspection through 06/30/24	Paid by EFT # 60710		08/06/2024	08/06/2024	08/16/2024		08/16/2024	1,887.48
				990 - Other Se		M-		oice Transactions		\$6,574.23
			Program	159006 - We				oice Transactions	_	\$6,574.23
					partment 15 -			oice Transactions		\$661,950.16
				Fund 439) - Consolidat	ed TIF Totals	Inv	oice Transactions	12	\$661,950.16
Fund 444 - RDC										
Department 15 - HAND Program 150000 - Main										
Account 53990 - Other Ser	44								00/1/0/2000	207 50
6688 - SSW Enterprises, LLC (Office Pride)	Inv-217192	06-Janitorial Service at College Square-222 S. College-8/1/24	Paid by EFT # 60672		08/06/2024	08/06/2024	08/16/2024		08/16/2024	397.50
7402 - Nature's Way, INC	65633	15-flowering plant rotation - Showers Plaza-7/24/24	Paid by EFT # 60626		08/06/2024	08/06/2024	08/16/2024		08/16/2024	144.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-217807	15-Janitorial Services provided 5x per week -	Paid by EFT # 60672		08/06/2024	08/06/2024	08/16/2024		08/16/2024	1,648.00
223 - Duke Energy	9101205749170 724	West Showers-8/1/24 15-489 10th St W. Misc:Cmrcl Spce-elec. chgs 06/20/24-	Paid by Check # 78861		08/07/2024	08/07/2024	08/07/2024		08/07/2024	483.02
		07/22/24								
2260 - Republic Services, INC	0694- 003448371	15-627 N Morton-trash service- August 2024- incl overage 7//24	Paid by EFT # 60468		08/07/2024	08/07/2024	08/07/2024		08/07/2024	174.79
7414 - MAP Communications, INC (Live Voice)	000033-661- 931	06-College Square- answering service-	Paid by Check # 78874		08/07/2024	08/07/2024	08/07/2024		08/07/2024	50.48
12283 - Smithville Communications	401NMRTN- 080124	August 2024 25 - Smithville - Internet August 2024-	Edit		08/14/2024	08/14/2024	08/14/2024			385.00
		includes BFD	A manager and a material			Tabala Tabala	Τ	oleo Tropposticare	7	42 202 70
			Account 53	990 - Other Se		-	4711	oice Transactions oice Transactions		\$3,282.79 \$3,282.79
					gram 150000			oice Transactions oice Transactions		\$3,282.79
				De	partment 15 -			oice Transactions oice Transactions		\$3,282.79
					runa 4444	- RDC Totals	INV	vice transactions	/	₽2,202.19

			Board	l of Re	edeve	lopm		Commission Re Date Range 08/03/24	egister
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 905 - Housing Develp (Ord16-41)(Department 15 - HAND Program 150500 - Housing Account 53960 - Grants	and the second se								
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-8.16.24	15-Housing Dev Grant- Affordable Housing-522 W. Davis-E. Rhu	,		08/15/2024	08/15/2024	08/15/2024	08/15/2024	95,000.00
				Acc	ount 53960 - (Grants Totals	Invo	ice Transactions 1	\$95,000.00
				Prograi	n 150500 - H o	ousing Totals	Invo	ice Transactions 1	\$95,000.00
				De	epartment 15 -	HAND Totals	Invo	ice Transactions 1	\$95,000.00
			Fund 905 - Ho	using Develp	(Ord16-41)(S	9506) Totals	Invo	ice Transactions 1	\$95,000.00
Fund 976 - Consolidated TIF Bond Proce Department 15 - HAND Program 159006 - West 17th Street Account 53990 - Other Serv	Area	es							
20 - Lochmueller Group, INC	314721	15-17th (Monroe to Grant) Project through 05/31/24	Paid by EFT # 60602		08/06/2024	08/06/2024	08/16/2024	08/16/2024	8,207.70
			Account 53	990 - Other S	ervices and Ch	narges Totals	Invo	ice Transactions 1	\$8,207.70
			Program	n 159006 - W	est 17th Stree	t Area Totals	Invo	ice Transactions 1	\$8,207.70
				D	epartment 15 -	HAND Totals	Invo	ice Transactions 1	\$8,207.70
			Fund 976	- Consolidated	TIF Bond Pro	oceeds Totals Grand Totals		ice Transactions 1 ice Transactions 33	\$8,207.70 \$836,232.96

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
08/16/24	Claims				\$836,232.96
					\$836,232.96
		ALLOWANC	E OF CLAIMS		
claims, and ei total amount o	xcept for the claims not a	allowed as shown c		of s are hereby allowed in the	e
	an a		۲ « «ԱՅԱՅԱՅԱՅՆԻ «ՄԵ-ԱՅԱՅԱՅԴԱՅԱՆ»»»»»»»»»»»»»»»»»»»»»»»»»»»»»		NUME

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

Fiscal Office Cherry Milland



KERRY THOMSON MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412 f 812.349.3456 controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission

From: Jessica McClellan, Treasurer

Date: 08-30-2024 (\$1,267,173.99)

Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from <u>08-17-2024</u> to <u>08-30-2024</u>. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

alland

Cheryl Gilliland-Deputy Controller Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from <u>08-17-2024</u> to <u>08-30-2024</u>, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Larry Allen, City Attorney



Register

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Paym	nent Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 52110 - Office Sup	•									
6530 - Office Depot, INC	375742014001	15-Portfolio, Pocket	Paid by EFT #		08/20/2024	08/20/2024	08/30/2024	08/30	0/2024	15.33
		Folders for the	60963							
		Resident's Academy					T	in Turner diam. 1	-	¢1E 22
				Account 521	10 - Office Su	ipplies lotais	Invo	pice Transactions 1		\$15.33
Account 53960 - Grants							00/00/0004	00/0	0/2024	1 40 00
8541 - Amazon.com Sales, INC	1QWH-39XK-	15-Neighborhood Grant			08/20/2024	08/20/2024	08/30/2024	08/30	0/2024	149.99
(Amazon.com Services LLC)	LFY1	- Popcorn Machine for	60820							
FOA Have a Authority Of The City of	COCOANT	Neighborhood Events	Daid by EET #		00/20/2024	08/20/2024	08/30/2024	08/30	0/2024	500.00
504 - Housing Authority Of The City of	S&SGRANT- 8.12.24	15-Small & Simple Grant/Resident	Paid by EFT # 60906		08/20/2024	08/20/2024	08/30/2024	00/30	0/2024	500.00
Bloomington (BHA)	0.12.24	Council/Shoes	00900							
8658 - Kleindorfer's Hardware LLC	789962	15-Broadview Clean UP	Paid by FFT #		08/20/2024	08/20/2024	08/30/2024	08/30	0/2024	9.81
6050 - Remainer's hardware Ele	/0//02	- B Rings, Key and Pen			00,20,2021	00,20,2021	00,00,202		•, =•= ·	
		Holder	00020							
					51 C 53966 -	Concerts and dis-		Ale Trainachons 3	-	\$659.80
				he was to b	dda - Neethbe	orhood Totels	10M	ke Transachons 4		\$675.13
Precesso 15:690 - Tille 15										
Account 53210 - Telephone	ng Mil									
13969 - AT&T Mobility II, LLC		06-cell phone chgs	Paid by Check		08/21/2024	08/21/2024	08/21/2024	08/2	1/2024	245.70
	824	07/12-08/11/24-Inv.	# 78935							
		287297421132X081920								
		24								
13969 - AT&T Mobility II, LLC		06-Unlim'td LTE	Paid by Check		08/21/2024	08/21/2024	08/21/2024	08/2:	1/2024	29.24
	824	Laptp/Hotspt-7/12-	# 78936							
		8/11/24-								
		287327321618X081920 24								
		24		Accoup	53210 - Tele	nhone Totals	Inva	pice Transactions 2	-	\$274.94
					m 151600 - T			pice Transactions 2	-	\$274.94
Droger 163000 Historic Droger	tion			ciugia	001 7 J T O O O - 1	HIG AU TO(015	71146	ACC HONDOLEUND Z		46/1.21
Program 152000 - Historic Preserva	GOIL									
Account 53960 - Grants	100	15 Die als Minterview L.Terre	Daid by EFT #		00/20/2024	08/20/2024	08/30/2024	00/20	0/2024	675.00
9373 - Erin R Carter	102	15-Black Historical Tour Guide Research-	60851		08/20/2024	06/20/2024	06/30/2024	00/30	0/2024	075.00
		8/12/24	00031							
		0/12/27		Acc	ount 53960 -	Grants Totals	Invi	pice Transactions 1	-	\$675.00
			Proor	am 152000 - H				pice Transactions 1	-	\$675.00
			1.1091		epartment 15 -			pice Transactions 7	-	\$1,625.07
					epartment 15			pice Transactions 7	-	\$1,625.07
				FURGIANA - SIC		rerer) i orais	TI W	2004 H GHIJGGGGGGHIJ /		41,023.07



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT - Economic Developmen	nt									
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants	5494									
6924 - All Natural Properties	R101-	15-Rent Deposit -	Paid by Check		08/20/2024	08/20/2024	08/30/2024		08/30/2024	500.00
	BRANSON-ORE	Branson-Orellana- 1405 W 6th	# 78958							
2878 - Gene B Glick (Cambridge Square of	R101 - Wyatt	15-Rent Deposit -307	Paid by Check		08/20/2024	08/20/2024	08/30/2024		08/30/2024	490.00
Bloomington)	Nioi Wyac	Pete Ellis - Wyatt	# 78974		00/20/2021	00/20/2021	00/00/2021		00/00/2021	190.00
7300 - Limestone Crossing Apartments LP	R101-Grissom	15-Rent Deposit for	Paid by Check		08/20/2024	08/20/2024	08/30/2024		08/30/2024	300.00
2 .		Grissom - 508	# 78981							
		Basswood Apt G								
6845 - Union at Crescent, LP	R101-	15-Rent Deposit-Ryan	Paid by EFT #		08/20/2024	08/20/2024	08/30/2024		08/30/2024	300.00
	Kelso/Ryan	& Kelso - 1120 N	61034							
		Crescent Rd Apt C306		Sec.	ount 53960 - (and the second	Time	tice Transactions		\$1,590.00
Account \$3390 Other Ser	sines and Chase	01.		یا سال کی کرد کرد.	Cost Dagoor - 1	aranta rotata	3.1V)	2032 FEGENSOLUUIN		\$1,590.00
205 - City Of Bloomington	000432774	15-PC Reimb-Mo Co	Paid by Check		08/20/2024	08/20/2024	08/30/2024		08/30/2024	105.00
200 Oky Cr 2000 Mington	000102//1	Rec-Recording Fees for	1		00,20,202,	00/20/202 /	00,00,202		00,00,2021	100.00
		1125 E Buckingham-								
		8/14								
			/.ccc.ht/53	998 - Other Sk				Scel Tradeschens		\$105.00
					gram 150000		1nv	vice Transactions	5	\$1,695.00
					partment 15 -		Inv	vice Transactions	5	\$1,695.00
			Fund 1!	53 - LIT - Ecor	iomic Develo	pment Totals	Inv	lice Transactions	5	\$1,695.00
Fund 161 - CDBG -COVID(B20-MW-180	013)									
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	CV3-8.14.24	15-COVID-19 (CV3	Paid by EFT #		08/20/2024	08/20/2024	08/30/2024		08/30/2024	978.11
		Grant for 2021) Rental	545							
		Assistance - Lukeman		Aco	ount 53960 - (Grante Totale	Terre	lice Transactions	1	\$978.11
					aram 150000 - (pice Transactions		\$978.11
					partment 15 -			lice Transactions		\$978.11
			Fund 161 -	CDBG -COVID				bice Transactions		\$978.11
Fund 250 - CD8G			FORG #9# -	PRDG -COATP	(DT0-11140-TO	were's incols	11171	Acc Hansact018	1	\$970.11
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	2160-081224	15-CDBG-EHR-1600 N	Paid by EFT #		08/20/2024	08/20/2024	08/30/2024		08/30/2024	1,486.00
	LIGO OULLI	Willis Drive Lot 255 -	544		50/20/2021	50,20,2027	50, 50, 2027		50/ 50/ 2021	1,100.00
		sub floor								



Register

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 250 - CDBG Department 15 - HAND									
Program 150000 - Main									
Account 53960 - Grants 74 - Life Designs, INC	CDBG-8.9.24	15-Housing Options	Paid by EFT #		08/20/2024	08/20/2024	08/30/2024	08/30/2024	432.00
74° Life Designs, Inc	000-0.9.24	Flooring Rehab/final review # 1814,1818,1846	546		00/20/2021	00/20/2021	00,00,2021	00,00,202 (152100
		1814,1818,1840		Acc	ount 53960 -	Grants Totals	Invo	pice Transactions 2	\$1,918.00
				Pro	gram 150000	- Main Totals	Invo	pice Transactions 2	\$1,918.00
				De	partment 15 -	HAND Totals	Invo	pice Transactions 2	\$1,918.00
					Fund 250	- CDBG Totals	Invo	pice Transactions 2	\$1,918.00
Fund 254 - HOME Department 15 - HAND Program 150000 - Main									
Account \$3990 - Other So	ervices and Charg	<u>13</u>							
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000451	15-Lawncare-Evergreen Village Lots 1 & 2 - July 2024			0 8/20/2 024	08/2 0 /20 2 4	08/30/2024	08/30/2024	195.00
				980 - Odrer G				ho indesaduans 1	\$195.00
						- Main Betais		alle Transactions 1	\$195.00
				- Dr		- HAND Totals		ade Transactions 1 ade Transactions 1	\$195.00 \$195.00
Fund 439 - Consolidated TIF					runa 234 -	HOME Totals	1970 1970	and Fransactions I	\$195.00
Department 15 - HAND									
Fragram 159001 - Adams Croasing									
Account 53990 - Other Se			Daid by Chack		08/20/2024	08/20/2024	08/30/2024	08/30/2024	52,684.24
18844 - First Financial Bank, N.A.	MILHOPEPHIE- AP11	15-Milestone -Hopewell PH1 E. Infrastructure- July 2024-App 11	# 78968		08/20/2024	08/20/2024	08/30/2024	00/30/2024	52,004.24
19278 - Milestone Contractors, LP	MILHOPEPHIE- AP11	, , , , , , , , , , , , , , , , , , , ,	Paid by EFT # 60951		08/20/2024	08/20/2024	08/30/2024	08/30/2024	1,001,000.56
5409 - VS Engineering, INC	442130	07-Design Contract for 1st Street Recons Project thru 06/30/24	Paid by EFT # 61044		08/20/2024	08/20/2024	08/30/2024	08/30/2024	2,193.55



, ,									
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 439 - Consolidated TIF									
Department 15 - HAND									
Program 159001 - Adams Crossing									
Account 53990 - Other Se		# ²							
208 - City Of Bloomington Utilities	92325-001 0724	15-Water Meter Installation Fee 322 University (Hopewell)	Paid by Check # 78937		08/21/2024	08/21/2024	08/21/2024	08/21/2024	3,981.00
			Account 53	990 - Other S	ervices and Cl	harges Totals	Inve	oice Transactions 4	\$1,059,859.35
			Progra	am 159001 - A	dams Crossin	g Area Totals	Inve	oice Transactions 4	\$1,059,859.35
Program 159002 - Downtown Area			-			-			
Account 53990 - Other Sel	rvices and Charg	jes							
18844 - First Financial Bank, N.A.	BLDAS- TECHCTR-9	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 9	Paid by Check # 78967		08/20/2024	08/20/2024	08/30/2024	08/30/2024	38,380.55
18844 - First Financial Bank, N.A.	WDELECTECH- App 4		Paid by Check # 78970		08/20/2024	08/20/ 20 2 4	08/30/2024	08/30/2024	4,900.00
11272 - Patriot Engineering And Enviromental, INC	140102	04-Inspect/Material Testing-Tech Center- thru 7/31/24	Paid by EFT # 60969		08/20/2024	0 8/ 20/2024	08/30/2024	08/30/2024	1 ,7 25.00
11611 - Woods Electrica! Contractors, INC	WDELECTECH- App 4		Paid by EFT # 610 55		08/20/2024	08/20/2024	08/3 0/202 4	08/30/2024	93,100.00
		00511- App 4	Account 53	990 - Other S	ervices and Cl	harnes Totals	Trave	oice Transactions 4	\$138,105.55
				Program 15900		u.,		oice Transactions 4	\$138,105.55
Program 159006 - West 17th Stree				يو مو سو يوريند (ان رو اي در اي ا		11 PH 445 3 (70010)	2114	ALINE DIGUTAKAN KANTAN	<i>q100,100.00</i>
Account 53990 - Other Sei	-	*			00/20/2024	00/20/2024	00/20/2024	00/20/2024	4 202 20
5609 - Aecom Technical Services	2000919508	15-Environmental work on the B-Line Extension 07/06/24-08/02/24	/		08/20/2024	08/20/2024	08/30/2024	08/30/2024	4,293.30
5641 - AZTEC Engineering Group, INC	171673	15-B-Line Extension Project, Adm 4 & 5 02/01/24-02/29/24	Paid by EFT # 60827		08/20/2024	08/20/2024	08/30/2024	08/30/2024	1,250.00
5641 - AZTEC Engineering Group, INC	171677	15-B-Line Extension Project, Adm 4 & 5	Paid by EFT # 60827		08/20/2024	08/20/2024	08/30/2024	08/30/2024	600.00
19362 - CrossRoad Engineers, PC	241240	06/01/24-06/30/24 07-B-Line Extension (CE) 06/29/24-	Paid by EFT # 60863		08/20/2024	08/20/2024	08/30/2024	08/30/2024	30,614.78
		07/26/24	Account 53	990 - Other Se	arvices and Cl	arger Totals	Tow	oice Transactions 4	\$36,758.08
				n 159006 - We				oíce Transactions 4	\$36,758.08
			Flograf		esc 17th Stree epartment 15 -			pice Transactions 12	\$1,234,722.98
				De	sparanent 13 -	name Totals	TU)A(DICE FEATSAUDVES 12	\$1,2J7,122.30



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date		G/L Date	Received Date Payment Date	Invoice Amount
				Fund 439	- Consolidate	ed TIF Totals	Invo	ice Transactions 12	\$1,234,722.98
Fund 444 - RDC									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other S	ervices and Charg	es							
7402 - Nature's Way, INC	65754	06-Monthly Interior Maintenance-College Square-8/1/24	Paid by EFT # 60960		08/20/2024	08/20/2024	08/30/2024	08/30/2024	93.00
8934 - Sierra Heating and Cooling LLC	1031	04-Trades Parking Garage HVAC Repair- 5/13/24	Paid by EFT # 61002		08/20/2024	08/20/2024	08/30/2024	08/30/2024	2,200.00
8934 - Sierra Heating and Cooling LLC	1030	04-4th St Parking Garage HVAC Repair- 5/13/24	Paid by EFT # 61002		08/20/2024	08/20/2024	08/30/2024	08/30/2024	1,500.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000452	15-Lawncare-Hopwell & RDC Properties -July 2024	Paid by EFT # 60846		08/20/2024	08/20/2024	08/30/2024	08/30/2024	3,045.00
I. C. System, INC	2024-00001528	15-IC Ref No: 359810048-1-19 - Comcast at 615 W. First St.	Paid by Check # 78999		08/20/2024	08/20/2024	08/30/2024	08/30/2024	555.62
7402 - Nature's Way, INC	65752	15-Monthly Interior Maintenance Billing- Showers West-8/1/24	Paid by EFT # 60960		08/ 20/2 024	08/20/2024	0 8/30/202 4	08/30/2024	2 76 .85
223 - Duke Energy	91013976 72 040 824	15-Showers W-320 E 8th St-elec chgs- 07/02/24-08/01/24	Paid by Check # 78942		08/21/2024	08/21/2024	08/21/2024	08/21/2024	8,218.60
223 - Duke Energy	9101229908840 824		Paid by Check # 78942		08/21/2024	08/21/2024	08/21/2024	08/21/2024	26.95
364 - Rumpke Of Indiana, LLC	3700202044- 0824	15-Trash Service at 320 W 8th - Show West - August 2024	Paid by EFT # 60800		08/21/2024	08/21/2024	08/21/2024	08/21/2024	123.81
			Account 53	990 - Other Se	rvices and Cl	harges Totals	Invo	ice Transactions 9	\$16,039.83
				Proc	aram 150000	- Main Totals	Invo	lice Transactions 9	\$16,039.83
				-		HAND Totals	Invo	ice Transactions 9	\$16,039.83
					4	- RDC Totals	Invo	ice Transactions 9	\$16,039.83



Fund 905 - Housing Deveip (Ord16-41)(S9506) Totais

Grand Tetals

Invoice Transactions 1

Invoice "ransactions 38

\$10,000.00

\$1,267,173.99

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/30/24	Claims				\$1,267,173.99
					\$1,267,173.99
		ALLOWANC	E OF CLAIMS		
n <mark>leims (shid</mark> es tùr a straso (t	coast for the cloims not a 01,267,173.20	allowed as shown o	lister of claims, consisting In the register, such claim		he
Dated this _	29 day of live	year of 20 <u>2</u>	(
annan an an tar an tar an th' an tar an the gain			ann a chuadh a anna a anna anna anna anna anna an		

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

Fiscal Office Chury Sililard



KERRY THOMSON MAYOR

JESSICA MCCLELLAN CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St Post Office Box 100 Bloomington IN 47402 p 812.349.3416 f 812.349.3456 controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission

From: Jessica McClellan, Controller

Date: August 9, 2024

Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from <u>07/22/2024</u> to <u>08/04/2024</u>. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

C lella

Jessica McClellan Controller



Check Date Range 08/09/24 - 08/09/24 Detail Listing

			Imputed								
Employee	Check Date		Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing											
10000 Arnold, Michael L 0051	08/09/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
0051			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43		\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
		+-,	\$0.00	\$0.00	\$2,139.38	\$2,239.38	\$2,239.38	\$2,139.38	\$2,139.38	4	+-/
10000 Bixler, Daniel R	08/09/2024	1,705.68	40.00	.00	128.81	95.73	22.39	48.63	30.64	191.83	1,187.65
2594											
	_	t. 705.60	.00	.00.	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95	+101.02	11 107 15
		\$1,705.68		\$0.00	\$128.81	\$95.73	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.65
			\$0.00	\$0.00	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95		
10000 Collins, Barry 0111	08/09/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00		\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
			\$0.00	\$0.00	\$1,250.00	s1,250.00	\$1,250.00	\$1,250.00	\$1,250.00		
2771 Council, David R	08/09/2024	1,742.79		.00	73.66	88.88	20.78	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79		\$0.00	\$73.66	\$88.88	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.80
			\$0.00	\$0.00	\$1,363.53	\$1,433.53	\$1,433.53	\$1,363.53	\$1,363.53		
3232 Davis, Rebecca D	08/09/2024	1,857.69		.00	174.17	111.14	26.00	56.74	35.75	106.35	1,347.54
	-, ,	,	.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
	_	\$1,857.69		\$0.00	\$174.17	\$111.14	\$26.00	\$56.74	\$35.75	\$106.35	\$1,347.54
		1	\$0.00	\$0.00	\$1,756.54	\$1,792.54	\$1,792.54	\$1,756.54	\$1,756.54		
10000 Finley, Christina L	08/09/2024	3,403.85	1	.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
0187			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
	-	\$3,403.85	.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
		\$3,403.05	\$0.00	\$0.00 \$0.00	\$3,400.35	\$3,410.35	\$3,410.35	\$3,400.35	\$3,400.35	\$33.70	ΨΖ, ΤΖΫ. 3 5
2202 House Chasting 1	08/09/2024	1 900 60	φ 0.00	\$0.00 .00	145.18	\$3,410.33 114.85	26.86	\$3,400.33 59.03	31.98	216.55	1,305.24
2393 Hayes, Chastina J	08/09/2024	1,899.69	00		1,827.42	1,852.42		1,827.42	1,827.42	210.55	1,505.24
	-	¢1 000 C0	.00	.00	\$145.18	\$114.85	1,852.42	\$59.03	\$31.98	\$216.55	\$1,305.24
		\$1,899.69	±0.00				\$26.86			\$210.55	\$1,305.24
	00/00/2024	4 720 77	\$0.00	\$0.00	\$1,827.42	\$1,852.42	\$1,852.42	\$1,827.42	\$1,827.42	00.01	1 202 00
3496 Hershman, Felicia J	08/09/2024	1,730.77	00	.00	124.31	102.52	23.97	53.41	33.65	99.91	1,293.00
	-	<u>+1 720 77</u>	.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55	+00.01	¢1 202 00
		\$1,730.77		\$0.00	\$124.31	\$102.52	\$23.97	\$53.41	\$33.65	\$99.91	\$1,293.00
			\$0.00	\$0.00	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	15 1 00	
10000 Hewett, John H 0251	08/09/2024	2,311.86		.00	197.45	130.23	30.45	63.00	39.69	454.02	1,397.02
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
	_	\$2,311.86		\$0.00	\$197.45	\$130.23	\$30.45	\$63.00	\$39.69	\$454.02	\$1,397.02
			\$0.00	\$0.00	\$1,950.56	\$2,100.56	\$2,100.56	\$1,950.56	\$1,950.56		



Check Date Range 08/09/24 - 08/09/24 Detail Listing

			Texastad								
Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pa
Department HAND - Housir			Income		redera		Medicale	Juic	Otici	Deductions	Recta
3183 Hyten LaFontaine, Stephanie L	08/09/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.7
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	08/09/2024	4,507.15		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.2
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15		\$0.00	\$282.96	\$264.79	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.2
			\$0.00	\$0.00	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79		
1516 Liford, Kenneth T	08/09/2024	1,896.31		.00	130.88	117.58	27.49	60.28	37.98	46.60	1,475.5
·			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.58	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.5
			\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31		
2557 Radewan, Tonda L	08/09/2024	1,672.01		.00	.00	94.57	22.11	48.03	30.26	146.70	1,330.3
·		,	.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		·
		\$1,672.01		\$0.00	\$0.00	\$94.57	\$22.11	\$48.03	\$30.26	\$146.70	\$1,330.3
			\$0.00	\$0.00	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31		
1378 Sandweiss, Noah S	08/09/2024	2,307.70		.00	247.47	137.67	32.19	70.48	44.08	102.48	1,673.3
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70		\$0.00	\$247.47	\$137.67	\$32.19	\$70.48	\$44.08	\$102.48	\$1,673.3
			\$0.00	\$0.00	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49		
10000 Stong, Mary J 0471	08/09/2024	2,019.81		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.5
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.5
			\$0.00	\$0.00	\$1,805.21	\$1,830.21	\$1,830.21	\$1,805.21	\$1,805.21		
504 Swinney, Matthew P	08/09/2024	2,210.11		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.4
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11		\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.4
			\$0.00	\$0.00	\$2,201.30	\$2,216.30	\$2,216.30	\$2,201.30	\$2,201.30		
2477 Toothman, Cody B	08/09/2024	2,210.11		.00	56.49	127.73	29.88	65.30	39.58	155.16	1,735.9
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.88	\$65.30	\$39.58	\$155.16	\$1,735.9
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		
2305 Van Rooy, Angela L	08/09/2024	2,082.99		.00	113.04	129.16	30.20	60.82	38.32	224.25	1,487.2
		-	.00	.00	1,882.99	2,082.99	2,082.99	1,882.99	1,882.99		
		\$2,082.99	\$0.00	\$0.00 \$0.00	\$113.04 \$1,882.99	\$129.16 \$2,082.99	\$30.20 \$2,082.99	\$60.82 \$1,882.99	\$38.32 \$1,882.99	\$224.25	\$1,487.2
			40.00	40.00	41,002.55	42,002.55	42,002.00	φ1/002.20	φ1/002.00		



Check Date Range 08/09/24 - 08/09/24 Detail Listing

			Imputed								
Employee	Check Date	Gross	Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing	ng & Neighborl	nood Dev									
728 Wright, Edward E	08/09/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
	_		.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
	-	\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
	_		\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
HAND - Housing & Neigh	borhood Dev	\$41,088.87		\$0.00	\$3,379.30	\$2,430.27	\$568.33	\$1,213.82	\$750.42	\$3,845.57	\$28,901.16
	-		\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		
	Grand Totals	\$41,088.87		\$0.00	\$3,379.30	\$2,430.27	\$568.33	\$1,213.82	\$750.42	\$3,845.57	\$28,901.16
			\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

5.4	Turne of Claim		Description	Bank Transfer	A
Date:	Type of Claim	FUND	Description	Transfer	Amount
8/9/2024	Payroll				41,088.87
					41,088.87
		ALLOWAN	CE OF CLAIMS		
	cept for the claims not all		egister of claims, consisting on the register, such claims		
Dated this _	day of	year of 20			
		<u></u>			
•	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and c	correct and I have audited s	ame in

Fiscal Officer_____



KERRY	THOMSON
MAYOR	

JESSICA MCCLELLAN CONTROLLER

CITY OF BLOOMINGTON 401 N Morton St

Post Office Box 100 **Bloomington IN 47402** CONTROLLER'S OFFICE p 812.349.3416

f 812.349.3456 controller@bloomington.in.gov

Payroll Register Cover Letter

To: **Redevelopment Commission**

Jessica McClellan, Controller From:

August 23, 2024 Date:

Payroll Register Re:

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from ____08/05/2024 to ___08/18/2024 . In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

<u>Dennea 1779 William</u> Jessica McClellan

Controller



Check Date Range 08/23/24 - 08/23/24 Detail Listing

			Imputed								
Employee	Check Date		Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housin								6 7 66	10.75	170.00	4 647 00
10000 Arnold, Michael L	08/23/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
0051			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
		\$Z,Z/7.43	\$0.00	\$0.00	\$2,139.38	\$2,239.38	\$2,239.38	\$2,139.38	\$2,139.38	\$170.25	\$1,017.02
10000 Rivler Daniel R	00/22/2024	1 705 69	φ 0.00	00.00 00.	128.81	\$2,239.38 95.72	22.39	48.63	30.64	191.83	1,187.66
10000 Bixler, Daniel R 2594	08/23/2024	1,705.68		.00	120.01	93.72	22.39	10.05	50.04	191.05	1,107.00
2354			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
	_	\$1,705.68	100	\$0.00	\$128.81	\$95.72	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.66
		\$1,700,000	\$0.00	\$0.00	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95	1	<i>q = 7</i> = 1 = 2 = 2
10000 Collins, Barry	08/23/2024	1,250.00	<i>Q0100</i>	.00	192.31	77.50	18.12	40.38	21.88	.00	899.81
0111	00/20/2021	1,250.00		100	192191	//.00					
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
	_	\$1,250.00		\$0.00	\$192.31	\$77.50	\$18.12	\$40.38	\$21.88	\$0.00	\$899.81
			\$0.00	\$0.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00		
2771 Council, David R	08/23/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79		\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
			\$0.00	\$0.00	\$1,363.53	\$1,433.53	\$1,433.53	\$1,363.53	\$1,363.53		
3232 Davis, Rebecca D	08/23/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69		\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
			\$0.00	\$0.00	\$1,756.54	\$1,792.54	\$1,792.54	\$1,756.54	\$1,756.54		
10000 Finley, Christina L	08/23/2024	3,403.85		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
0187											
			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
		\$3,403.85		\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
			\$0.00	\$0.00	\$3,400.35	\$3,410.35	\$3,410.35	\$3,400.35	\$3,400.35		
2393 Hayes, Chastina J	08/23/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69		\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
			\$0.00	\$0.00	\$1,827.42	\$1,852.42	\$1,852.42	\$1,827.42	\$1,827.42		
3496 Hershman, Felicia J	08/23/2024	1,730.78		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,293.00
			.00	.00	1,653.56	1,653.56	1,653.56	1,653.56	1,653.56		
		\$1,730.78		\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,293.00
			\$0.00	\$0.00	\$1,653.56	\$1,653.56	\$1,653.56	\$1,653.56	\$1,653.56		
10000 Hewett, John H 0251	08/23/2024	2,311.87		.00	197.45	130.24	30.46	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.57	2,100.57	2,100.57	1,950.57	1,950.57		
	_	\$2,311.87		\$0.00	\$197.45	\$130.24	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.57	\$2,100.57	\$2,100.57	\$1,950.57	\$1,950.57		



Check Date Range 08/23/24 - 08/23/24 Detail Listing

			Imputed								
Employee	Check Date		Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housin											
3183 Hyten LaFontaine, Stephanie L	08/23/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	08/23/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
	-	\$4,507.16		\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
			\$0.00	\$0.00	\$4,270.80	\$4,270.80	\$4,270.80	\$4,270.80	\$4,270.80		
1516 Liford, Kenneth T	08/23/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
	_		.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
	-	\$1,896.31		\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
			\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31		
2557 Radewan, Tonda L	08/23/2024	1,672.00		.00	.00	94.57	22.12	48.03	30.26	146.70	1,330.32
	_		.00	.00	1,525.30	1,525.30	1,525.30	1,525.30	1,525.30		
	-	\$1,672.00		\$0.00	\$0.00	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,330.32
			\$0.00	\$0.00	\$1,525.30	\$1,525.30	\$1,525.30	\$1,525.30	\$1,525.30		
1378 Sandweiss, Noah S	08/23/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
	_		.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
	_	\$2,307.69		\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
			\$0.00	\$0.00	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48		
10000 Stong, Mary J 0471	08/23/2024	2,019.80		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.49
	_		.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
			\$0.00	\$0.00	\$1,805.20	\$1,830.20	\$1,830.20	\$1,805.20	\$1,805.20		
504 Swinney, Matthew P	08/23/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
	_		.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
	_	\$2,210.11		\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
			\$0.00	\$0.00	\$2,201.30	\$2,216.30	\$2,216.30	\$2,201.30	\$2,201.30		
2477 Toothman, Cody B	08/23/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
	_		.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
	-	\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		
2305 Van Rooy, Angela L	08/23/2024	2,082.98		.00	113.03	129.13	30.20	60.82	38.32	224.25	1,487.23
	_		.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98		\$0.00	\$113.03	\$129.13	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.23
			\$0.00	\$0.00	\$1,882.98	\$2,082.98	\$2,082.98	\$1,882.98	\$1,882.98		



Check Date Range 08/23/24 - 08/23/24 Detail Listing

			Imputed								
Employee	Check Date	Gross	Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housi	ng & Neighbort	nood Dev									
728 Wright, Edward E	08/23/2024	1,701.01		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.40
			.00	.00	1,564.02	1,564.02	1,564.02	1,564.02	1,564.02		
	-	\$1,701.01		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.40
			\$0.00	\$0.00	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02		
HAND - Housing & Neigh	iborhood Dev	\$41,088.87		\$0.00	\$3,379.29	\$2,430.23	\$568.38	\$1,213.82	\$750.42	\$3,845.57	\$28,901.16
			\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		
	Grand Totals	\$41,088.87		\$0.00	\$3,379.29	\$2,430.23	\$568.38	\$1,213.82	\$750.42	\$3,845.57	\$28,901.16
			\$0.00	\$0.00	\$37,886.52	\$39,197.52	\$39,197.52	\$37,886.52	\$37,886.52		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

	Turne of Claim	FUND	D	Bank	• 4
Date:	Type of Claim	FUND	Description	Transfer	Amount
8/23/2024	Payroll				41,088.87
					41,088.87
		ALLOWAN	CE OF CLAIMS		
	cept for the claims not all		egister of claims, consisting on the register, such claims		
Dated this _	day of	year of 20	<u> . . </u>		
				<u> </u>	
		<u></u>			
•	fy that each of the above ith IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and c	orrect and I have audited	same in

Fiscal Officer_____

24-62 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON INDIANA

APPROVAL OF AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT HOPEWELL PROPERTIES

- 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 are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site ("Hopewell"); and
- WHEREAS, the RDC approved an agreement with Marshall Security LLC ("Marshall") in Resolution 22-45 to provide security patrols for Hopewell ("Services"), and extended the agreement in Resolution 23-56, 23-69, 23-88, 23-114, 24-21, and 24-38; and
- WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until March 1, 2025; and
- WHEREAS, currently, funds remain from what had been approved in Resolution 24-38, and the funds shall be expended before increasing funding approval; and
- WHEREAS, an addendum to the Agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form ("Amended Form"), which is attached to this Resolution as <u>Exhibit B</u>.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION 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.
- 3. The RDC hereby approves the Amendment to the Agreement and extends its authorization for the City of Bloomington to expend an amount not to exceed a grand total of \$269,657.35 to pay for the Services, to be payable in accordance with the terms of the amended Agreement ("Payment").
- 4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
- 5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on March 1, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY

This amendment by and between the City of Bloomington Redevelopment Commission ("Commission") and Marshall Security LLC d.b.a. Marshall Security and Private Investigations ("Marshall") amends the parties' Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.

2. Section 1 <u>Scope of Services</u>. Section 1 shall be amended to extend the term of the agreement until March 1, 2025. Patrols shall be variable in accordance with Exhibit A to this Addendum.

3. In all other respects, the Agreement will remain in effect as originally written.

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

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

Addendum Exhibit A



08/23/2024 SERVICE QUOTE

Marshall Security (MSI) 2520 W 3rd Street Bloomington, Indiana 47404

Megan Bentley CEO (812) 345-8179 megan@marshallmsi.com Housing & Neighborhood Development 401 N Morton Street Suite 250 Bloomington, Indiana 47402

Anna Killion-Hanson Director (812) 349-3577 Anna.killionhanson@bloomington.in.gov

Location(s)	Start Date	End Date	Туре	Description
Hopewell Site Build	09/01/2024	03/01/2025	On-Site Security	Unarmed Security Services w/ marked vehicle

Coverage Schedule	# Officers	Bill Rate	Est. Weekly Total
Monday – Sunday (12 hours/day) ¹	1	\$26.85 / Hour ²	\$2,261.60

1. Per the client's request, MSI will implement a variable coverage schedule to reduce predictability.

- 07:00PM-07:00AM (~4 days / week)
- 12:00PM-06:00PM & 09:00PM-03:00AM (~3 days / week)
- 2. An increase to the city's livable wage requirement will result in a modified bill rate.

(6) Holidays billed at \$40.28 / Hour – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Thank you for your business!

Marshall Security & Investigations (MSI) is a veteran and minority owned and operated small business specializing since 2016 in armed / unarmed security coverage, marked vehicle patrols, private investigations, and consulting / training services. MSI provides uncompromising protection and reporting, remaining ever vigilant to better protect your organization and assets.

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.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers ("Legacy Hospital Site" and "Hopewell")

Project Managers: Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department's position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis	\$69,370	2021
	(SB Friedman)		
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt	\$82,500	2021-2022
	(Borshoff)		
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood	Est. \$285,000	2023-24
	Dev Consultant Fee		
	1g Owner's Dev. Rep. – U3	\$479,400	2023-24
	Advisors		
	1h Website Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting	\$48,217.38	2024
	– for HUD funding		
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU	\$6,500,000	2018-2024
	Health		
4.	Due Diligence with	\$79,865.63	Nov.2018-Mar. 2019
	Environmental Assessment		
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec.
			2023
	6b. Right of Way	\$67,980	Nov. 2021 – May
	Acquisition		2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov.
			2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov.
			2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01	June 2021 – Dec. 2024
	7a. Design – Shrewsberry &Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	71. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b.Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717- 719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

<u>2018</u>

- 18-13Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site

- 18-61Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
- <u>2019</u>
- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 2020 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 2021
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 2022
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 2023
- 23-15 Tree Removal 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West Crossroad
- 23-42 Construction Agreement for Phase 1 East Milestone
- 23-45 Owner's Representative Agreement U3 Advisors
- 23-51 Parking Garage Assessment CE Solutions
- 23-52 New Hopewell Website Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with J.S. Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell

- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-63 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONTRACT WITH BELCHER FENCING LLC TO MODIFYING FENCING IN HOPEWELL

- 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 are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site ("Hopewell"); and
- WHEREAS, as part of the closing on the real estate, IU Health conveyed its construction fence surrounding the Hopewell West properties; and
- WHEREAS, because of the anticipated conveyance and start of construction on separate projects in Hopewell West in the coming months, City staff has solicited quotes for a firm to modify the fencing in Hopewell West, which will create two fenced-in areas around the Kohr Administration Building and the existing parking garage ("Services"); and
- WHEREAS, after obtaining quotes from different providers, Staff identified Belcher Fencing LLC ("Belcher Fencing") as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with Belcher Fencing, which is attached to this Resolution as <u>Exhibit A</u> ("Agreement"). Pursuant to the terms of the Agreement, Belcher Fencing is willing to perform the Services for an amount not to exceed Fourteen Thousand Seven Hundred Twenty-Three Dollars and Fifty Cents (\$14,723.50); and
- WHEREAS, the RDC has available funds in the Consolidated TIF (Expanded Adams Crossing) to pay for the Services;

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

- 1. The RDC hereby approves the Agreement attached to this Resolution as <u>Exhibit A</u> with Belcher Fencing for the Services.
- 2. The RDC hereby approves payment not to exceed Fourteen Thousand Seven Hundred Twenty-Three Dollars and Fifty Cents (\$14,723.50) plus any reasonable permit fees to be paid from the Consolidated TIF (Expanded Adams Crossing Area) for the Services. The payment shall be payable in accordance with the terms of Exhibit A.
- 3. For the avoidance of doubt, nothing in this Resolution nor the terms of the Agreement remove the requirement to comply with the City and the RDC's claims process.
- 4. The funding authorizations contained in this Resolution shall terminate on December 1, 2024, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AND BELCHER FENCING LLC

This Agreement, entered into on this _____ day of September, 2024, by and between the City of Bloomington Redevelopment Commission (the "City"), and Belcher Fencing LLC ("Contractor").

Article 1. <u>Scope of Services</u> Contractor shall perform services as detailed in Exhibit A, "Scope of Work," which includes the removal and relocation of fencing on the Hopewell West site.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with JD Boruff, Operations and Facilities Director for the City. Contractor agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. <u>Responsibilities of the City</u> The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. <u>Compensation</u> The City shall pay Contractor for all fees and expenses in an amount not to exceed Fourteen Thousand Seven Hundred Twenty-Three Dollars and Fifty Cents (\$14,723.50). Contractor shall submit invoices to the City monthly throughout completion of the Services described in Article 1. Invoices shall be sent via email to boruffj@bloomington.in.gov or via first class mail postage prepaid to Bloomington Redevelopment Commission, ATTN: Christina Finley, 401 N. Morton Street, Suite 130, Bloomington, IN 47404. Payment will be remitted to the Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. <u>Appropriation of Funds</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties. **Article 7.** <u>Termination</u> In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 9 herein.

Article 8. <u>Identity of the Contractor</u> Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. <u>Ownership of Documents and Intellectual Property</u> All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. <u>Indemnification</u> Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon

to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.

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

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

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

Article 16. <u>Assignment</u> Neither the City nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. <u>Notices</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: City of Bloomington RDC, Attn: Larry Allen, PO Box 100, Bloomington, Indiana 47402.

Contractor: Belcher Fencing LLC, Attn: Wes Abram, PO Box 173, Bloomington, Indiana 47402.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and MPI Solar/Mann Plumbing.

Article 23. <u>Integration and Modification</u> This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. <u>Non-Collusion</u> Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

BELCHER FENCING LLC

Margie Rice, Corporation Counsel

Wes Abram

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

Resolution 24-63 Exhibit A

EXHIBIT A Scope of Work

[See attached]



BELCHER FENCING LLC. 812-269-8599

belcherfencing@gmail.com

P.O. Box 173 Bloomington, IN. 47402 August 20, 2024

Attn: J. D. Boruff Operations and Facilities Director City of Bloomington Public Works 401 N. Morton St. Bloomington, IN 47404 (812) 349-3439 boruffj@bloomington.in.gov

Thank you for giving us the opportunity to bid this work. We are pleased to quote the following project for your consideration.

JOB: Old Hospital Fence Relocation

Scope:

Remove approximately 2560' of existing temporary construction fence and relocate approximately 975' in a new configuration around the parking garage and Kohr building as discussed with JD Boruff. Remove and reinstall (2) double swing gates on new gate posts in new locations as directed. The new installation will follow the same methods as the existing fencing. All existing gate and corner posts may need to be cut at grade if they cannot be readily pulled out with a machine.

Please note that the site will not be completely fenced during the reconfiguration.

Price: \$14,723.50

Excluded are permits, permit fees or bonds.

Payment will be due in full as indicated on invoice.

Signature is required below prior to mobilization.

Signature_____

<u>Thank you,</u> Wes Abram

EXHIBIT B

COUN	TY OF)SS:		
COUN	[1 Y OF)		
		E-VER	IFY AFFIDAVIT	
	The undersigned, bei	ing duly sworn, her	reby affirms and says that:	
1.	The undersigned is the	he	of le) (company name)	
2.	The company named i. has c	l herein that employ	ys the undersigned: seeking to contract with the City of Bloomington to prov	ide
3.	The undersigned here	eby states that, to th	contract to provide services to the City of Bloomington. he best of his/her knowledge and belief, the company nam "unauthorized alien," as defined at 8 United States Co	ned
4.	The undersigned here enrolled in and partic	cipates in the E-ver		is
4. Signat	The undersigned here enrolled in and partic		ify program.	is
Signat	The undersigned here enrolled in and partic	cipates in the E-ver	ify program.	is
Signat Printed STAT	The undersigned here enrolled in and partic ure d Name E OF INDIANA)	ify program.	is
Signat Printed STAT	The undersigned here enrolled in and partic ure d Name E OF INDIANA)	ify program.	is
Signat Printed STAT COUN	The undersigned here enrolled in and partic ure I Name E OF INDIANA))SS:))	ify program.	
Signat Printed STAT COUN Before and ac	The undersigned here enrolled in and partic ure d Name E OF INDIANA TTY OF e me, a Notary Public i knowledged the execu))SS:) n and for said Countion of the foregoin	ify program.	
Signat Printed STAT COUN Before and ac	The undersigned here enrolled in and partic ure I Name E OF INDIANA))SS:))	ify program.	
Signat Printec STAT COUN Before and ac Notary	The undersigned here enrolled in and partic ure d Name E OF INDIANA TTY OF e me, a Notary Public i knowledged the execu))SS:) n and for said Countion of the foregoin	ify program.	

EXHIBIT C

)) SS:

STATE OF INDIANA

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

BELCHER FENCING LLC

By: _

Signature

))SS:

Printed Name, Title

STATE OF _____

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared ______ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires:

County of Residence: _____

My Commission #: _____

24-64 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONTRACT WITH WOODS ELECTRICAL CONTRACTORS INC. FOR ELECTRICAL MAINTENANCE AND CONNECTION SERVICES IN HOPEWELL

- 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, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site ("Hopewell") using funds from the Consolidated TIF; and
- WHEREAS, the RDC has need of electrical work to be performed at the Hopewell site, including reconnecting 714 S Rogers Street with electricity ("Services"); and
- WHEREAS, after obtaining quotes from different providers, Staff identified Woods Electrical Contractors Inc. ("Woods Electrical") as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with Woods Electrical, which is attached to this Resolution as <u>Exhibit A</u> ("Agreement"). Pursuant to the terms of the Agreement, Belcher Fencing is willing to perform the Services for an amount not to exceed Fifteen Thousand Dollars (\$15,000.00); and
- WHEREAS, the RDC has available funds in its non-TIF, maintenance account ("444 Account") (Expanded Adams Crossing) to pay for the Services;

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

- 1. The RDC hereby approves the Agreement attached to this Resolution as <u>Exhibit A</u> with Woods Electrical for the Services.
- 2. The RDC hereby approves payment not to exceed Fifteen Thousand Dollars (\$15,000.00) to be paid from the 444 Account for the Services. The payment shall be payable in accordance with the terms of <u>Exhibit A</u>.
- 3. For the avoidance of doubt, nothing in this Resolution nor the terms of the Agreement remove the requirement to comply with the City and the RDC's claims process.

4. The funding authorizations contained in this Resolution shall terminate on December 31, 2025, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION AND BELCHER FENCING LLC

This Agreement, entered into on this ______ day of September, 2024, by and between the City of Bloomington Redevelopment Commission (the "City"), and Woods Electrical Contractors Inc. ("Contractor").

Article 1. <u>Scope of Services</u> Contractor shall reconnect electricity to 714 S. Rogers Street and provide any other electrical services for properties owned by the Redevelopment Commission as directed with the City's project coordinator, JD Boruff. All Services provided under this agreement must be approved by the City's project coordinator in writing.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with JD Boruff, Operations and Facilities Director for the City. Contractor agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. <u>Responsibilities of the City</u> The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. <u>Compensation</u> The City shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Contractor shall submit invoices to the City monthly throughout completion of the Services described in Article 1. Invoices shall be sent via email to boruffj@bloomington.in.gov or via first class mail postage prepaid to Bloomington Redevelopment Commission, ATTN: Christina Finley, 401 N. Morton Street, Suite 130, Bloomington, IN 47404. Payment will be remitted to the Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. <u>Appropriation of Funds</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. <u>Termination</u> In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 9 herein.

Article 8. <u>Identity of the Contractor</u> Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. <u>Ownership of Documents and Intellectual Property</u> All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. <u>Indemnification</u> Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.

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

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

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

Article 16. <u>Assignment</u> Neither the City nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. <u>Third Party Rights</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. <u>Governing Law and Venue</u> This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such

governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. <u>E-Verify</u> Contractor is required to enroll in and verify the work eligibility status of all newlyhired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. <u>Notices</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: City of Bloomington RDC, PO Box 100, Bloomington, Indiana 47402.

Contractor: Woods Electrical Contractors Inc., Attn: Roger Woods, 4180 N. Starnes Road, Bloomington, Indiana 47404; <u>roger@woodselectricinc.biz</u>.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and MPI Solar/Mann Plumbing.

Article 23. <u>Integration and Modification</u> This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. <u>Non-Collusion</u> Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

WOODS ELECTRICAL CONTRACTORS INC.

Margie Rice, Corporation Counsel

Roger Woods

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF)

E-VERIFY AFFIDAVIT

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

- __of _____(company name) 1. The undersigned is the _____
 - (job title)

- 2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)SS: COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared _	
and acknowledged the execution of the foregoing this day of	, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____

EXHIBIT B

)) SS:

STATE OF INDIANA

COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

WOODS ELECTRICAL CONTRACTORS INC.

By: _

Signature

))SS:

Printed Name, Title

STATE OF _____

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared ______ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

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.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers ("Legacy Hospital Site" and "Hopewell")

Project Managers: Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department's position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,824,734.00
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis	\$69,370	2021
	(SB Friedman)		
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt	\$82,500	2021-2022
	(Borshoff)		
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood	Est. \$285,000	2023-24
	Dev Consultant Fee		
	1g Owner's Dev. Rep. – U3	\$479,400	2023-24
	Advisors		
	1h Website Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting	\$48,217.38	2024
	– for HUD funding		
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU	\$6,500,000	2018-2024
	Health		
4.	Due Diligence with	\$79,865.63	Nov.2018-Mar. 2019
	Environmental Assessment		
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec.
			2023
	6b. Right of Way	\$67,980	Nov. 2021 – May
	Acquisition		2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov.
			2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov.
			2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01	June 2021 – Dec. 2024
	7a. Design – Shrewsberry &Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	71. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit	TBD	
11	(e.g. EV charging)	Ε (\$20.000	2022.25
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell	\$2,056,560	2023-25
	West (30% Design)		
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b.Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$369,387	2024
	14a. All Bldgs at HopewellSouth (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717- 719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers	Est. \$75,000	TBD
	Redevelopment		
	15a. 714 S Rogers St –	\$39,816.18	2024
	Water Damage Remediation		
	15b. Physically Secure		2024
	Entrances to Building – Ann	\$12,349.00	
	Kriss		
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

<u>2018</u>

- 18-13Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site

- 18-61Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
- 2019
- 19-28Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement
- 2020 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
- 2021
- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract
- 2022
- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 2023
- 23-15 Tree Removal 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West Crossroad
- 23-42 Construction Agreement for Phase 1 East Milestone
- 23-45 Owner's Representative Agreement U3 Advisors
- 23-51 Parking Garage Assessment CE Solutions
- 23-52 New Hopewell Website Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with J.S. Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell

- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____