

AGENDA
REDEVELOPMENT COMMISSION
April 21, 2025 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/84585431740?pwd=b3uDkSaX6tqosiTQ8kqajJ9ceHdmJq.1>

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 get in touch with Anna Killion-Hanson at anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

I. ROLL CALL

II. MINUTES - Executive Session Summary for April 7, 2025, and minutes for the April 7, 2025, regular scheduled meeting

III. EXAMINATION OF CLAIM REGISTERS –April 11, 2025, for \$364,779.80 and April 25, 2025, for \$156,495.22

IV. EXAMINATION OF PAYROLL REGISTERS –April 4, 2025, for \$52,534.13

V. REPORT OF OFFICERS AND COMMITTEES

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

VI. NEW BUSINESS

- A. Resolution 25-46: Resolution for Approval of Investigations and Due Diligence for Use of 216 South College Avenue as a Host Hotel for the Bloomington Convention Center
- B. Resolution 25-47: Resolution to Approve Relocation of Generator to the Forge
- C. Resolution 25-48: Resolution to Approve/Ratify Temporary Shoring of the South Wall of The Mill
- D. Resolution 25-49: Resolution to Approve Supplement #1 to Construction Inspection Agreement for 1st Street Reconstruction Project
- E. Resolution 24-50: Resolution to Approve Supplement #2 to Construction Engineering Contract for the B-Line Trail and Multiuse Path
- F. Resolution 25-51 Resolution to Approve Permanent Repairs of the South Wall of The Mill
- G. Resolution 25-52: Resolution to Approve Funding for Limestone Blocks at Hopewell East

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, April 7, 2025, at 3:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Sue Sgambelluri, Laurie McRobbie, Deborah Myerson, John West, and Randy Cassady

Redevelopment Commission Members Absent: None

City Staff Present: Kerry Thomson, Mayor, Margie Rice, Corporation Counsel, City Legal Department, Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Dana Kerr, Assistant City Attorney, City Legal Department, Jane Kupersmith, Director, Economic and Sustainable Development (ESD), Anna Dragovich, Capital Improvement Project Manager, ESD

Others Present: Mary Kurpinski, J.S. Held

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Deborah Myerson, President

John West, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, April 7, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14433>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Sue Sgambelluri, Randy Cassady, Laurie McRobbie, and Sam Fleener, MCCSC Representative

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Assistant Director, (HAND); Tammy Caswell, Financial Specialist, (HAND); Matt Swinney, Program Manager, (HAND); Cody Toothman, Program Manager, HAND; Margie Rice, Corporation Counsel, Legal Department; Anna Holmes, Senior Assistant Attorney, Legal Department; Dana Kerr, Assistant City Attorney, Legal Department, Audrey Brittingham, City Attorney; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Holly Warren, Assistant Director for the Arts, ESD; Jessica McClellan, Controller, Office of the Controller

Others Present: Mary Krupinski, J.S. Held, Dave Askins, Ellie Ciolli, Boris Ladwig, Herald Times, and BEDC

II. READING OF THE MINUTES – John West moved to approve the March 17, 2025, minutes. Randy Cassady seconded the motion, which passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the March 28, 2025, claim register for \$464,987.22. Laurie McRobbie seconded the motion, which passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the March 21, 2025, payroll register for \$51,694.83. Sue Sgambelluri seconded the motion, which passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Killion-Hanson reported structural issues with the Mill's South wall. Areas of the brick wall adjacent to the event space are as much as 4 ½ inches out of plumb, with no evidence of remaining bond in the mortar joint between brick units. Emergency and temporary measures are being taken. Killion-Hanson also reported that the Trades District was vandalized, and emergency measures have been taken to stabilize the damage.

B. Treasurer's Report: Jessica McClellan was available to answer questions.

C. Legal Report: Margie Rice was available to answer questions.

D. Business Development Updates: Holly Warren reported that the sculpture installation at the Trades District is complete. A celebration will take place on Thursday, April 10, 2025, from 6:00 to 9:00 p.m., either at the sculpture site or on the patio of The Mill (formerly known as "The Forge"), Remarks from the Mayor and the artist, who traveled from Germany for the installation, will begin at 6:15 p.m. The community is invited to join the celebration.

E. Hopewell Update: Mary Krupinski reported that the Jackson and Rogers Street construction project will go out to bid at the end of the month. Hopewell East bids will be opened during

tonight's commission meeting. The Hopewell Commons grand opening is April 23, 2025, at Hopewell Commons Park at 3:30 p.m.

VI. NEW BUSINESS:

A. Bid Opening for Hopewell East: Jane Kupersmith formally received the bids via email and presented the list of respondents. The submitted bid proposals for various blocks are as follows:

- ❖ **Rubicon Investment Group, LLC:** Blocks One, Two, and Three
- ❖ **Real America, LLC:** Block Two
- ❖ **The Annex Group:** Blocks One and Three
- ❖ **Holiday Properties:** Blocks One, Two, and Three
- ❖ **Flaherty and Collins:** Blocks One, Two, and Three

The Commission took no action on the bids, other than to formally receive them.

Sue Sgambelluri moved to approve authorizing staff to proceed with the evaluation process, with the understanding that final decisions will be made after the RDC reviews the analysis. Laurie McRobbie seconded the motion, which passed unanimously.

B. Resolution 25-39: Approval of Community Development Block Grant Funding Agreement to install Bicycle Storage Pods in the Crestmont Affordable Housing Community. Matt Swinney presented the agreement. This resolution authorizes an agreement with Summit Hill Community Development Corporation and the Bloomington Housing Authority (BHA) to install bicycle storage pods in the Crestmont affordable housing community. The project includes the installation of concrete pads and ADA-compliant sidewalks. Upon completion, the Bloomington Housing Authority will be responsible for ongoing maintenance.

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

Laura McRobbie moved to approve Resolution 25-39. John West seconded the motion, which passed unanimously.

Begin Public Hearing

C. Resolution 25:40: Approval of Citizens Advisory Committee CDBG Allocation Recommendations. Matt Swinney stated that this resolution is for the annual Community Development Block Grant (CDBG) fund allocations. The City of Bloomington is eligible to receive approximately \$795,743 for program year 2025. 15% of the grant can be used for social services, 20% for administration, and 65% for physical improvements. The advice and input of the community for the allocation of the CDBG funds have been solicited and received through the efforts of the Citizens Advisory Committee (CAC). The CAC also made recommendations on how to distribute funds received that are more or less than the estimated amount if the final allocation amount varies.

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

John West moved to approve Resolution 25-40. Sue Sgambelluri seconded the motion, which passed unanimously.

End Public Hearing

D. Resolution 25-41 was removed from the agenda.

- E. Resolution 25-42: Revocable Right of Entry for Weber Group for ESD and Artists to use 4th St. Garage.** Holly Warren presented a request to extend the existing right-of-entry agreement for the vacant storefront at the 4th Street Garage located at 105 West 4th Street. The agreement would be extended through the end of 2026, with the condition that a 30 to 60-day notice may be issued should another use for the space arise. This provision ensures that the City retains flexibility while minimizing disruption to any artist's installation. Artists utilizing the space are responsible for maintaining liability insurance.

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

Randy Cassady moved to approve Resolution 25-42. Laurie McRobbie seconded the motion, which passed unanimously.

- F. Resolution 25-43: Undertake Investigation of the Utilization of RDC Real Estate for the BPD Headquarters located at 714 S Rogers.** Margie Rice presented the resolution, which would authorize staff to explore the possibility of using the 714 S. Rogers building as the Bloomington Police Department headquarters. The resolution authorizes the use of funds for the investigations and due diligence necessary to evaluate the best public use of the 714 S Rogers Street property, for an amount not to exceed \$50,000.00.

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

Laurie McRobbie moved to approve Resolution 25-43. Sue Sgambelluri seconded the motion, which passed unanimously.

- G. Resolution 25-44: Agreement with VET for Environmental Services at Hopewell.** Anna Killion-Hanson presented this resolution. City staff have negotiated an agreement with VET Environmental for an amount not to exceed \$10,630.45 for environmental services at the Hopewell site. VET previously conducted a Part 58 environmental review on blocks 4 through 7. Unfortunately, contamination was discovered. Additional gas and soil sampling is required as part of the City's ongoing negotiations with IDEM. The proposed cost will cover this additional sampling.

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

John West moved to approve Resolution 25-44. Randy Cassady seconded the motion, which passed unanimously.

- H. Resolution 25-45: Second Addendum with Ann-Kriss to secure 714 South Rogers Street.** Anna Killion-Hanson presented the resolution. In Resolution 24-32, the RDC approved an agreement with Ann-Kriss LLC to secure potential points of entry on the building at 714 South Rogers Street. In Resolution 24-42, the RDC approved an addendum to the agreement with Ann-Kriss LLC to secure the second-floor windows and doors and remove two exterior exhaust pipes. Due to continued vandalism, additional services to secure the property were needed, and staff errantly authorized the additional work in the belief that RDC-approved funds were still available on Resolution 24-42. The cost of services beyond that approved by the RDC is \$1,667.

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

Laurie McRobbie moved to approve Resolution 25-45. Sue Sgambelluri seconded the motion, which passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION -

VIII. ADJOURNMENT - John West moved to adjourn. Laurie McRobbie seconded. The meeting adjourned at 5:40 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

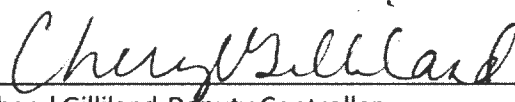
CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 04-11-2025 (\$364,779.80)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 03-29-2025 to 04-11-2025. 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.


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 03-29-2025 to 04-11-2025, 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.

Signed by:

70B1F031F43E4C6...

Margie Rice, Corporation Counsel

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5/2/11
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Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	414356889001	15-HP Ink Cartridge BLACK (2)	Paid by EFT # 64966		04/01/2025	04/01/2025	04/11/2025		04/11/2025	68.24
5103 - Staples Contract & Commercial, INC	6026708754	15-Black Printer Cartridge	Paid by EFT # 64994		04/01/2025	04/01/2025	04/11/2025		04/11/2025	66.82
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$135.06
Account 53960 - Grants										
8397 - College Square Apartments LLC	R101-Inman	15-Rental Dep-3100 S Walnut Street Pk, Unit 083-Inman & Porter	Paid by Check # 79946		04/01/2025	04/01/2025	04/11/2025		04/11/2025	500.00
Account 53960 - Grants Totals								Invoice Transactions	1	\$500.00
Program 150500 - Housing Totals								Invoice Transactions	3	\$635.06
Program 151600 - Title 16										
Account 52420 - Other Supplies										
293 - J&S Locksmith Shop, INC	0096	15-Unlock Vehicle #229 Ford Ranger-3/17/25	Paid by EFT # 64928		04/01/2025	04/01/2025	04/11/2025		04/11/2025	60.00
8658 - Kleindorfer's Hardware LLC	785026	15-Circuit tester	Paid by EFT # 64937		04/01/2025	04/01/2025	04/11/2025		04/11/2025	11.29
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$71.29
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-22656A	15-250 Business Cards C. Toothman	Paid by EFT # 64953		04/01/2025	04/01/2025	04/11/2025		04/11/2025	76.25
Account 53310 - Printing Totals								Invoice Transactions	1	\$76.25
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006975511D	15-BHQA Reg MTG 2-21-Order #11021662	Paid by EFT # 64905		04/01/2025	04/01/2025	04/11/2025		04/11/2025	21.00
Account 53320 - Advertising Totals								Invoice Transactions	1	\$21.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	CH-W7-X2PDO4	15-International Certified Home Inspectors Monthly Dues	Edit		04/09/2025	04/09/2025	04/09/2025			49.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions	1	\$49.00
Account 53990 - Other Services and Charges										
2128 - Van Ausdall & Farrar, INC	639621	15-Digitization for Rental Files - November 2024	Paid by EFT # 65013		04/01/2025	04/01/2025	04/11/2025		04/11/2025	5,159.29
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$5,159.29
Program 151600 - Title 16 Totals								Invoice Transactions	6	\$5,376.83



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 156000 - Title 6										
Account 53320 - Advertising										
203 - INDIANA UNIVERSITY	95552451	15-C3 Housing Fair In Person Event	Paid by Check # 79955		04/01/2025	04/01/2025	04/11/2025		04/11/2025	510.00
Account 53320 - Advertising Totals							Invoice Transactions	1		\$510.00
Program 156000 - Title 6 Totals							Invoice Transactions	1		\$510.00
Department 15 - HAND Totals							Invoice Transactions	10		\$6,521.89
Fund 1101 - General Totals							Invoice Transactions	10		\$6,521.89
Fund 2209 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	73042412851673	15-Delta Flight IND-BOS (Anna Killion-Hanson)	Edit		04/09/2025	04/09/2025	04/09/2025			400.67
3560 - First Financial Bank / Credit Cards	73042410078635	15-Hyatt Regency hotel stay (Anna Hanson) 4/15--4/18	Edit		04/09/2025	04/09/2025	04/09/2025			1,009.17
Account 53230 - Travel Totals							Invoice Transactions	2		\$1,409.84
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-31925	15-EHR-Chambers, 313 E Hillside Dr/roof repair	Paid by EFT # 64842		04/01/2025	04/01/2025	04/11/2025		04/11/2025	9,435.00
6378 - ANN-KRISS, LLC	72160-31925	15-EHR-Abbitt, 1600 N Willis Dr, Lt 201/deck	Paid by EFT # 64842		04/01/2025	04/01/2025	04/11/2025		04/11/2025	2,600.00
Account 53960 - Grants Totals							Invoice Transactions	2		\$12,035.00
Program 150000 - Main Totals							Invoice Transactions	4		\$13,444.84
Department 15 - HAND Totals							Invoice Transactions	4		\$13,444.84
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	4		\$13,444.84
Fund 2401 - CDBG -COVID(B20-MW-180013)										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	COVIDCDBG3.27.25	15-Jan - March 2025 rent assistance due to Covid	Paid by EFT # 574		04/01/2025	04/01/2025	04/11/2025		04/11/2025	1,248.36
Account 53960 - Grants Totals							Invoice Transactions	1		\$1,248.36
Program 150000 - Main Totals							Invoice Transactions	1		\$1,248.36
Department 15 - HAND Totals							Invoice Transactions	1		\$1,248.36
Fund 2401 - CDBG -COVID(B20-MW-180013) Totals							Invoice Transactions	1		\$1,248.36



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
56 - Middle Way House, INC	ARPA-3.24.25	15-ARPA Funding-The Rise-window repair/rehabilitation	Paid by EFT # 64952		04/01/2025	04/01/2025	04/11/2025		04/11/2025	77,650.03
Account 53960 - Grants Totals							Invoice Transactions 1			\$77,650.03
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions 1			\$77,650.03
Department 15 - HAND Totals							Invoice Transactions 1			\$77,650.03
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions 1			\$77,650.03
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006975511C	15-Notice-Consolidated Annual Performance & Evaluation	Paid by EFT # 575		04/01/2025	04/01/2025	04/11/2025		04/11/2025	34.00
Account 53320 - Advertising Totals							Invoice Transactions 1			\$34.00
Program 150000 - Main Totals							Invoice Transactions 1			\$34.00
Department 15 - HAND Totals							Invoice Transactions 1			\$34.00
Fund 2403 - CDBG Totals							Invoice Transactions 1			\$34.00
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000441256	15-PC-Mo Co Rec-Rec Fees-HOME funded documents-S Bernard Prop	Paid by Check # 5529		04/01/2025	04/01/2025	04/11/2025		04/11/2025	420.00
686 - Habitat For Humanity of Monroe County INC	H4H-3.13.25 1991	15-HOME-Habitat New Const-1991 S Bernard Dr-10% w/held payment	Paid by EFT # 293		04/01/2025	04/01/2025	04/11/2025		04/11/2025	54,000.00
686 - Habitat For Humanity of Monroe County INC	H4H-3.13.25 1987	15-HOME-Habitat New Const-1987 S Bernard Dr-10% w/held payment	Paid by EFT # 293		04/01/2025	04/01/2025	04/11/2025		04/11/2025	54,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$108,420.00
Program 150000 - Main Totals							Invoice Transactions 3			\$108,420.00
Department 15 - HAND Totals							Invoice Transactions 3			\$108,420.00
Fund 2404 - HOME Totals							Invoice Transactions 3			\$108,420.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
6276 - Bloomington Meals on Wheels, INC	JH24-3.14.25	15-food for diabetic & low sodium meal boxes - Jan/Feb 25	Paid by EFT # 64860		04/01/2025	04/01/2025	04/11/2025		04/11/2025	4,761.96
9006 - Cancer Support Community Indiana	JH24-3.14.25	15-JH Grant 2024-support supplies-comfort/chemo completion/clean	Paid by EFT # 64871		04/01/2025	04/01/2025	04/11/2025		04/11/2025	270.14
1663 - Citizens for Community Justice	JH24-3.14.25	15-JH24-Staffing, Mobile phone, Facilicase Database, training	Paid by EFT # 64876		04/01/2025	04/01/2025	04/11/2025		04/11/2025	3,397.90
230 - South Central Community Action Program INC	JH24-3.14.25	15-JH Funding 2024 - youth supplies, education for youth workers	Paid by EFT # 64990		04/01/2025	04/01/2025	04/11/2025		04/11/2025	3,997.90
Account 53960 - Grants Totals								Invoice Transactions	4	\$12,427.90
Program 050000 - Main Totals								Invoice Transactions	4	\$12,427.90
Department 05 - Common Council Totals								Invoice Transactions	4	\$12,427.90
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals								Invoice Transactions	4	\$12,427.90
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-255114	06-Janitorial Service at College Square - 4/1/25	Paid by EFT # 64993		04/01/2025	04/01/2025	04/11/2025		04/11/2025	397.50
8353 - Umphress Masonry, INC	32725-1	04-Masonry Repairs-The Mill -Pay App 3-Complete	Paid by EFT # 65010		04/01/2025	04/01/2025	04/11/2025		04/11/2025	47,481.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1J96-D169-VPFX	15-Light Bulb replacements at Showers West	Paid by EFT # 64837		04/01/2025	04/01/2025	04/11/2025		04/11/2025	50.79
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19JY-JFVT-VP6L	15-Light Bulb replacements at Showers West	Paid by EFT # 64837		04/01/2025	04/01/2025	04/11/2025		04/11/2025	50.79
393 - Kone INC	1158897147	15-Repairs-elevator repairs- Shower West Bldg-2/17-2/18	Paid by EFT # 64939		04/01/2025	04/01/2025	04/11/2025		04/11/2025	3,178.28
7402 - Nature's Way, INC	32	15-Monthly Interior Maint-Showers West - March 2025	Paid by EFT # 64963		04/01/2025	04/01/2025	04/11/2025		04/11/2025	276.85



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
2260 - Republic Services, INC	0694-003681191	06-Trash service-College Sq-222 S. College-April 2025	Paid by EFT # 64827		04/02/2025	04/02/2025	04/02/2025		04/02/2025	240.05
223 - Duke Energy	9101205760680325	15-Trades District-Outdoor Lighting-elec chgs 02/18/25-03/17/25	Paid by Check # 79936		04/02/2025	04/02/2025	04/02/2025		04/02/2025	29.03
223 - Duke Energy	9101702177240325	15-617 N Madison St-Tech Ctr-elec chgs 2/22-3/16/25 FINAL BILL	Paid by Check # 79936		04/02/2025	04/02/2025	04/02/2025		04/02/2025	2,029.09
223 - Duke Energy	9101205751660325	15-627 N Morton-elec chgs 02/04/25-03/03/25	Paid by Check # 79936		04/02/2025	04/02/2025	04/02/2025		04/02/2025	120.73
2260 - Republic Services, INC	0694-003680444	04-627 N Morton St-trash service- April 2025-incl overage 3/13	Paid by EFT # 64827		04/02/2025	04/02/2025	04/02/2025		04/02/2025	206.61
223 - Duke Energy	9101229908840325	15-Hopewell-W 2nd St-elec chgs-02/05/25-03/04/25	Paid by Check # 79936		04/02/2025	04/02/2025	04/02/2025		04/02/2025	25.94
223 - Duke Energy	9101315253890325	15-Hopewell-615 W. 1st St-elec chgs 02/26/25-03/25/25	Paid by Check # 79936		04/02/2025	04/02/2025	04/02/2025		04/02/2025	33.31
223 - Duke Energy	9101205749170325	15-489 10th St W. Misc: Cmrcd Spce-elec. chgs 02/21/25-03/20/24	Edit		04/09/2025	04/09/2025	04/09/2025			501.21
3560 - First Financial Bank / Credit Cards	128502643	15-Homeland Sec-Showers West-elevator permit renewal	Edit		04/09/2025	04/09/2025	04/09/2025			262.24
Account 53990 - Other Services and Charges Totals							Invoice Transactions	15		\$54,883.42
Program 150000 - Main Totals							Invoice Transactions	15		\$54,883.42
Department 15 - HAND Totals							Invoice Transactions	15		\$54,883.42
Fund 2519 - RDC Totals							Invoice Transactions	15		\$54,883.42



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/25 - 04/11/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2529 - Housing Develp (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
8121 - Caritas-Indiana LLC	HDF-3.24.25	15-HDF-1420 W Kirkwood Ave-8 unit apartment omplex	Paid by Check # 79975		04/01/2025	04/01/2025	04/11/2025		04/11/2025	80,000.00
Account 53960 - Grants Totals								Invoice Transactions	1	\$80,000.00
Program 150500 - Housing Totals								Invoice Transactions	1	\$80,000.00
Department 15 - HAND Totals								Invoice Transactions	1	\$80,000.00
Fund 2529 - Housing Develp (Ord16-41)(S9506) Totals								Invoice Transactions	1	\$80,000.00
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	HOPEWELL-004	15-Hopewell Security Patrol-1/1-1/31/25	Paid by EFT # 64949		04/01/2025	04/01/2025	04/11/2025		04/11/2025	10,149.36
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$10,149.36
Program 159001 - Adams Crossing Area Totals								Invoice Transactions	1	\$10,149.36
Department 15 - HAND Totals								Invoice Transactions	1	\$10,149.36
Fund 4445 - Consolidated TIF Totals								Invoice Transactions	1	\$10,149.36
Grand Totals								Invoice Transactions	41	\$364,779.80

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/11/25	Claims				\$364,779.80
					<u><u>\$364,779.80</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$364,779.80

Dated this 7th day of April year of 2025.

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

Fiscal Office Cheryl Siland

2/11/25 10:00



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

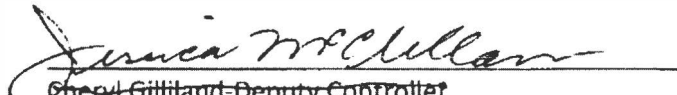
CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 04-25-2025 (\$156,495.22)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 04-12-2025 to 04-25-2025. 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.


~~Cheryl Gilliland-Deputy Controller~~
Controller's Office Jessica McClellan Controller

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 04-12-2025 to 04-25-2025, 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.

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/11/25 - 04/25/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XFT-R9NG-JTN9	15-Legal file folders, Sign here flags	Paid by EFT # 65072		04/15/2025	04/15/2025	04/25/2025		04/25/2025	47.97
6530 - Office Depot, INC	416824527001	15-Steno Pads	Paid by EFT # 65202		04/15/2025	04/15/2025	04/25/2025		04/25/2025	13.02
6530 - Office Depot, INC	416824521001	15-cleaning duster	Paid by EFT # 65202		04/15/2025	04/15/2025	04/25/2025		04/25/2025	23.79
6530 - Office Depot, INC	416824528001	15-Legal Pad of paper	Paid by EFT # 65202		04/15/2025	04/15/2025	04/25/2025		04/25/2025	5.02
6530 - Office Depot, INC	416824529001	15-Steno note pads	Paid by EFT # 65202		04/15/2025	04/15/2025	04/25/2025		04/25/2025	8.79
6530 - Office Depot, INC	416824522001	15-AAA Batteries for inspector tools, stamp	Paid by EFT # 65202		04/15/2025	04/15/2025	04/25/2025		04/25/2025	21.70
Account 52110 - Office Supplies Totals									Invoice Transactions 6	\$120.29
Account 52420 - Other Supplies										
6222 - Apple, INC	MB65063111	15-IPad and Case for New inspector position	Paid by EFT # 65077		04/15/2025	04/15/2025	04/25/2025		04/25/2025	638.00
8658 - Kleindorfer's Hardware LLC	785877	15-Inspector tools Voltage tester, light, 16'fat max	Paid by EFT # 65176		04/15/2025	04/15/2025	04/25/2025		04/25/2025	59.17
Account 52420 - Other Supplies Totals									Invoice Transactions 2	\$697.17
Account 52430 - Uniforms and Tools										
8658 - Kleindorfer's Hardware LLC	783139	15-(2) Plug Testers	Paid by EFT # 65176		04/15/2025	04/15/2025	04/25/2025		04/25/2025	22.58
Account 52430 - Uniforms and Tools Totals									Invoice Transactions 1	\$22.58
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3830	15-MCAA Monthly Luncheon-Angela V- 4/10/25	Paid by Check # 80009		04/15/2025	04/15/2025	04/25/2025		04/25/2025	30.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$30.00
Program 151600 - Title 16 Totals									Invoice Transactions 10	\$870.04
Department 15 - HAND Totals									Invoice Transactions 10	\$870.04
Fund 1101 - General Totals									Invoice Transactions 10	\$870.04
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-4125-1	15-EHR-Abbitt-1600 N Willis Dr, #201- deck/ramp	Paid by EFT # 65076		04/15/2025	04/15/2025	04/25/2025		04/25/2025	4,075.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/11/25 - 04/25/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	60-4225-1	15-EHR-313 E Hillside Dr-install facia board & prep	Paid by EFT # 65076		04/15/2025	04/15/2025	04/25/2025		04/25/2025	700.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-04.24.2025	15-Down payment-925 W Moravec Way	Paid by EFT # 65062		04/23/2025	04/23/2025	04/23/2025		04/23/2025	10,000.00
Account 53960 - Grants Totals									Invoice Transactions 3	\$14,775.00
Account 53990 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1564	15-Social Media Marketing for the HAND Department - 3/31/2025	Paid by EFT # 65143		04/15/2025	04/15/2025	04/25/2025		04/25/2025	580.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$580.00
Program 150000 - Main Totals									Invoice Transactions 4	\$15,355.00
Department 15 - HAND Totals									Invoice Transactions 4	\$15,355.00
Fund 2209 - LIT – Economic Development Totals									Invoice Transactions 4	\$15,355.00
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007029025B	15-Public Notice-4-7 Propd Community Development Block	Paid by EFT # 577		04/15/2025	04/15/2025	04/25/2025		04/25/2025	30.16
Account 53320 - Advertising Totals									Invoice Transactions 1	\$30.16
Account 53960 - Grants										
2002 - Boys & Girls Club Of Bloomington, INC	CDBG-4.25.25	15-CDBG-Safety/Security Upgrades-Access Control/CCTV install	Paid by EFT # 576		04/15/2025	04/15/2025	04/25/2025		04/25/2025	43,357.60
74 - Life Designs, INC	CDBG-4.25.25	15-CDBG-Housing Options Flooring Rehab - April 2025-	Paid by EFT # 578		04/15/2025	04/15/2025	04/25/2025		04/25/2025	11,799.50
18311 - New Leaf/New Life, INC	CDBG24-4.25.25	15-CDBG24-Inv #2-7/1 -9/22/24 Expenses (salaries)	Paid by EFT # 579		04/15/2025	04/15/2025	04/25/2025		04/25/2025	17,261.61
Account 53960 - Grants Totals									Invoice Transactions 3	\$72,418.71
Program 150000 - Main Totals									Invoice Transactions 4	\$72,448.87
Department 15 - HAND Totals									Invoice Transactions 4	\$72,448.87
Fund 2403 - CDBG Totals									Invoice Transactions 4	\$72,448.87
Fund 2519 - RDC										



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/11/25 - 04/25/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9581 - Compass Commercial Construction Group	COMPTRADE-RETAIN	04-Trades Garage-5% Bd Held Retainage Release-Pay App 8	Paid by EFT # 65113		04/15/2025	04/15/2025	04/25/2025		04/25/2025	38,474.95
392 - Koorsen Fire & Security, INC	IN00914611	15-Quarterly Sprinkler Sys Inspection-Showers West-320 W 8th St	Paid by EFT # 65179		04/15/2025	04/15/2025	04/25/2025		04/25/2025	271.00
7402 - Nature's Way, INC	245	15-Monthly Interior Maintenance-Showers West - April 2025	Paid by EFT # 65199		04/15/2025	04/15/2025	04/25/2025		04/25/2025	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-255549	15-Janitorial Services- 5x per week- Showers West-4/1/25	Paid by EFT # 65238		04/15/2025	04/15/2025	04/25/2025		04/25/2025	1,648.00
208 - City Of Bloomington Utilities	35277-002 0325	15-Showers West -320 W. 8th St water/sewer - March 2025	Paid by Check # 79985		04/16/2025	04/16/2025	04/16/2025		04/16/2025	440.85
208 - City Of Bloomington Utilities	17199-002 0325	15-206 S. College-water/sewer bill-March 2025	Paid by Check # 79985		04/16/2025	04/16/2025	04/16/2025		04/16/2025	184.45
208 - City Of Bloomington Utilities	14660-004 0325	15-College Sq-216 S. College-water/sewer bill-March 2025	Paid by Check # 79985		04/16/2025	04/16/2025	04/16/2025		04/16/2025	149.50
223 - Duke Energy	9101229243210 425	15-Convention Ctr Lot- 320 S. College Ave - 03/04/25-04/01/2	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	240.46
223 - Duke Energy	9101205758430 325	15-College Sq-200 S. College Ave-elec. chgs 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	281.40
223 - Duke Energy	9101205761750 325	15-College Sq-202 S College-elec. bill 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	33.96
223 - Duke Energy	9101205753640 325	15-College Sq-204 S. College Ave-electric bill 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	387.38
223 - Duke Energy	9101205762900 325	15-College Sq-208 S. College-elec. bill 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	310.92
223 - Duke Energy	9101205763990 325	15-College Sq-210 S. College Ave-elec. chgs 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	358.55
223 - Duke Energy	9101205752310 325	15-College Sq-216 S. College-elec chgs 02/26/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	126.38



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/11/25 - 04/25/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205760180325	15-College Sq-222 S College Ave -elec bill 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	208.44
223 - Duke Energy	9101205750330325	15-College Sq-226 S. College Ave-elec chgs 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	496.64
223 - Duke Energy	9101205756790325	15-College Sq-222 S College Ave - elec serv 02/27/25-03/26/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	401.76
223 - Duke Energy	9101229908840425	15-Hopewell-W 2nd St-elec chgs-03/05/25-04/02/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	29.30
223 - Duke Energy	9101773802190425	15-Electric Serv-714 S Rogers St. 02/26/25-03/25/25	Paid by Check # 79987		04/16/2025	04/16/2025	04/16/2025		04/16/2025	763.20
223 - Duke Energy	9101397672040425	15-Showers W-320 E 8th St-elec chgs-03/04/25-04/01/25	Paid by Check # 79990		04/16/2025	04/16/2025	04/16/2025		04/16/2025	6,705.34
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2040725	15-College Sq-200 S. College-gas bill 03/04/25-04/01/25	Paid by Check # 79998		04/16/2025	04/16/2025	04/16/2025		04/16/2025	90.43
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0040725	15-College Sq-216 S. College-gas bill 03/04/25-04/01/25	Paid by Check # 79998		04/16/2025	04/16/2025	04/16/2025		04/16/2025	102.05
Account 53990 - Other Services and Charges Totals							Invoice Transactions 22		<div></div> \$51,981.81	
Program 150000 - Main Totals							Invoice Transactions 22		<div></div> \$51,981.81	
Department 15 - HAND Totals							Invoice Transactions 22		<div></div> \$51,981.81	
Fund 2519 - RDC Totals							Invoice Transactions 22		<div></div> \$51,981.81	
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	Mar-25	15-Housing Dev Fund-410 W. Kirkwood Ave-March 2025 bookkeeping	Paid by EFT # 65092		04/15/2025	04/15/2025	04/25/2025		04/25/2025	1,110.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		<div></div> \$1,110.00	
Program 150500 - Housing Totals							Invoice Transactions 1		<div></div> \$1,110.00	
Department 15 - HAND Totals							Invoice Transactions 1		<div></div> \$1,110.00	
Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions 1		<div></div> \$1,110.00	



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/11/25 - 04/25/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0254530	15-Project Management for Hopewell Site - March 2025	Paid by EFT # 65167		04/15/2025	04/15/2025	04/25/2025		04/25/2025	4,765.50
8809 - U3 Advisors, INC	4028-025-003	15-Proj Management-Consulting-development-Hopewell-March 2025	Paid by EFT # 65254		04/15/2025	04/15/2025	04/25/2025		04/25/2025	9,964.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$14,729.50
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 2			\$14,729.50
Department 15 - HAND Totals							Invoice Transactions 2			\$14,729.50
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 2			\$14,729.50
Grand Totals							Invoice Transactions 43			\$156,495.22

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/25/25	Claims				\$156,495.22
					<u>\$156,495.22</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$156,495.22

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office

Jessica McCullen



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: April 4, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/17/2025 to 03/30/2025. 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.


Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/04/25 - 04/04/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	04/04/2025	2,790.07		.00	297.61	170.72	39.93	78.45	55.96	185.84	1,961.56
			.00	.00	2,653.45	2,753.45	2,753.45	2,653.45	2,653.45		
		\$2,790.07	\$0.00	\$0.00	\$297.61	\$170.72	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.56
10000 Bixler, Daniel R 2594	04/04/2025	2,105.27		.00	181.72	124.14	29.04	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.14	\$29.04	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	04/04/2025	2,409.62		.00	262.19	142.39	33.31	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.64	2,296.64	2,296.64	2,281.64	2,281.64		
		\$2,409.62	\$0.00	\$0.00	\$262.19	\$142.39	\$33.31	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	04/04/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	04/04/2025	2,468.16		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.41
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	04/04/2025	2,307.20		.00	235.84	139.09	32.53	66.22	47.24	106.35	1,679.93
			.00	.00	2,207.31	2,243.31	2,243.31	2,207.31	2,207.31		
		\$2,307.20	\$0.00	\$0.00	\$235.84	\$139.09	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.93
10000 Finley, Christina L 0187	04/04/2025	3,505.96		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.86
			.00	.00	3,177.10	3,187.10	3,187.10	3,177.10	3,177.10		
		\$3,505.96	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.86
2393 Hayes, Chastina J	04/04/2025	2,468.16		.00	210.28	150.09	35.10	71.88	41.93	261.24	1,697.64
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.09	\$35.10	\$71.88	\$41.93	\$261.24	\$1,697.64
3496 Hershman, Felicia J	04/04/2025	1,882.81		.00	139.49	111.98	26.18	54.18	38.65	97.78	1,414.55
			.00	.00	1,806.01	1,806.01	1,806.01	1,806.01	1,806.01		
		\$1,882.81	\$0.00	\$0.00	\$139.49	\$111.98	\$26.18	\$54.18	\$38.65	\$97.78	\$1,414.55
			\$0.00	\$0.00	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/04/25 - 04/04/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	04/04/2025	3,156.62		.00	412.29	192.78	45.08	89.13	63.58	147.27	2,206.49
			.00	.00	3,009.35	3,109.35	3,109.35	3,009.35	3,009.35		
		\$3,156.62	\$0.00	\$0.00	\$412.29	\$192.78	\$45.08	\$89.13	\$63.58	\$147.27	\$2,206.49
3306 Killion-Hanson, Anna	04/04/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	04/04/2025	2,629.12		.00	214.63	163.01	38.12	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.12	2,629.12	2,629.12	2,599.12	2,599.12		
		\$2,629.12	\$0.00	\$0.00	\$214.63	\$163.01	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	04/04/2025	1,722.17		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.04
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.04
1378 Sandweiss, Noah S	04/04/2025	3,156.62		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.29
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.29
10000 Stong, Mary J 0471	04/04/2025	2,790.07		.00	317.23	161.35	37.73	77.32	55.15	362.00	1,779.29
			.00	.00	2,577.29	2,602.29	2,602.29	2,577.29	2,577.29		
		\$2,790.07	\$0.00	\$0.00	\$317.23	\$161.35	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	04/04/2025	3,597.08		.00	615.37	223.62	52.29	107.75	76.86	44.34	2,476.85
			.00	.00	3,591.54	3,606.54	3,606.54	3,591.54	3,591.54		
		\$3,597.08	\$0.00	\$0.00	\$615.37	\$223.62	\$52.29	\$107.75	\$76.86	\$44.34	\$2,476.85
2477 Toothman, Cody B	04/04/2025	3,376.85		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.19
			.00	.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00		
		\$3,376.85	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.19
2305 Van Rooy, Angela L	04/04/2025	3,597.08		.00	290.53	223.02	52.16	101.91	72.70	249.15	2,607.61
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08	\$0.00	\$0.00	\$290.53	\$223.02	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.61
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/04/25 - 04/04/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	04/04/2025	2,105.27		.00	190.23	118.28	27.67	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27		\$0.00	\$190.23	\$118.28	\$27.67	\$57.24	\$33.39	\$229.70	\$1,448.76
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$52,534.13		\$0.00	\$5,261.17	\$3,132.10	\$732.50	\$1,487.53	\$1,036.71	\$3,370.74	\$37,513.38
			\$0.00	\$0.00	\$49,891.28	\$50,517.28	\$50,517.28	\$49,891.28	\$49,891.28		
Grand Totals		\$52,534.13		\$0.00	\$5,261.17	\$3,132.10	\$732.50	\$1,487.53	\$1,036.71	\$3,370.74	\$37,513.38
			\$0.00	\$0.00	\$49,891.28	\$50,517.28	\$50,517.28	\$49,891.28	\$49,891.28		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/4/2025	Payroll				52,534.13
					<u>52,534.13</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 52,534.13**

Dated this ____ **day of** _____ **year of 20** ____.

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

Fiscal Officer _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

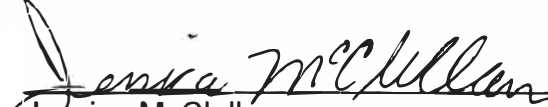
CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: April 17, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/17/2025 to 03/30/2025. 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.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/25 - 04/17/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	04/17/2025	2,790.07		.00	297.61	170.71	39.92	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.45	2,753.45	2,753.45	2,653.45	2,653.45		
		\$2,790.07	\$0.00	\$0.00	\$297.61	\$170.71	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	04/17/2025	2,105.27		.00	181.72	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	04/17/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	04/17/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	04/17/2025	2,468.16		.00	162.63	138.63	32.42	63.82	45.53	326.73	1,698.40
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.63	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.40
3232 Davis, Rebecca D	04/17/2025	2,307.19		.00	235.84	139.08	32.52	66.22	47.24	106.35	1,679.94
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.08	\$32.52	\$66.22	\$47.24	\$106.35	\$1,679.94
10000 Finley, Christina L 0187	04/17/2025	3,505.96		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.86
			.00	.00	3,177.10	3,187.10	3,187.10	3,177.10	3,177.10		
		\$3,505.96	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.86
2393 Hayes, Chastina J	04/17/2025	2,468.16		.00	210.28	150.10	35.11	71.88	41.93	88.47	1,870.39
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.10	\$35.11	\$71.88	\$41.93	\$88.47	\$1,870.39
3496 Hershman, Felicia J	04/17/2025	1,882.80		.00	139.49	111.97	26.19	54.18	38.65	97.78	1,414.54
			.00	.00	1,806.00	1,806.00	1,806.00	1,806.00	1,806.00		
		\$1,882.80	\$0.00	\$0.00	\$139.49	\$111.97	\$26.19	\$54.18	\$38.65	\$97.78	\$1,414.54
			\$0.00	\$0.00	\$1,806.00	\$1,806.00	\$1,806.00	\$1,806.00	\$1,806.00		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/25 - 04/17/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	04/17/2025	3,156.62		.00	456.29	205.18	47.99	95.13	67.86	147.27	2,136.90
			.00	.00	3,209.35	3,309.35	3,309.35	3,209.35	3,209.35		
		\$3,156.62	\$0.00	\$0.00	\$456.29	\$205.18	\$47.99	\$95.13	\$67.86	\$147.27	\$2,136.90
3306 Killion-Hanson, Anna	04/17/2025	4,666.00		.00	297.83	274.63	64.23	132.89	94.79	236.36	3,565.27
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.63	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	04/17/2025	2,629.11		.00	214.62	163.00	38.13	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.00	\$38.13	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	04/17/2025	1,722.17		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.04
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.04
1378 Sandweiss, Noah S	04/17/2025	3,156.62		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.29
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.29
10000 Stong, Mary J 0471	04/17/2025	2,790.08		.00	317.24	161.34	37.74	77.32	55.15	362.00	1,779.29
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.74	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	04/17/2025	3,597.08		.00	615.37	223.60	52.30	107.75	76.86	44.34	2,476.86
			.00	.00	3,591.54	3,606.54	3,606.54	3,591.54	3,591.54		
		\$3,597.08	\$0.00	\$0.00	\$615.37	\$223.60	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.86
3781 Tamewitz, Steven W	04/17/2025	2,146.23		.00	222.40	133.07	31.12	113.23	55.11	.00	1,591.30
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$222.40	\$133.07	\$31.12	\$113.23	\$55.11	\$0.00	\$1,591.30
2477 Toothman, Cody B	04/17/2025	3,376.84		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.18
			.00	.00	3,199.99	3,199.99	3,199.99	3,199.99	3,199.99		
		\$3,376.84	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.18
			\$0.00	\$0.00	\$3,199.99	\$3,199.99	\$3,199.99	\$3,199.99	\$3,199.99		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/25 - 04/17/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	04/17/2025	3,597.08		.00	290.53	223.02	52.16	101.91	72.70	249.15	2,607.61
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08		\$0.00	\$290.53	\$223.02	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.61
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		
728 Wright, Edward E	04/17/2025	2,105.27		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27		\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.76
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$54,680.32		\$0.00	\$5,527.57	\$3,277.53	\$766.53	\$1,606.76	\$1,096.10	\$3,197.97	\$39,207.86
			\$0.00	\$0.00	\$52,237.47	\$52,863.47	\$52,863.47	\$52,237.47	\$52,237.47		
Grand Totals		\$54,680.32		\$0.00	\$5,527.57	\$3,277.53	\$766.53	\$1,606.76	\$1,096.10	\$3,197.97	\$39,207.86
			\$0.00	\$0.00	\$52,237.47	\$52,863.47	\$52,863.47	\$52,237.47	\$52,237.47		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2025	Payroll				54,680.32
					<u>54,680.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 54,680.32**

Dated this _____ **day of** _____ **year of 20** _____.

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

Fiscal Officer _____



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Controller | (812) 349-3412 | email: controller@bloomington.in.gov

MEMO FROM: CONTROLLER MCCLELLAN

To: Bloomington Common Council, Mayor, and Redevelopment Commission

From: Controller McClellan

Date: 3/24/2025

Re: Annual Report of the Bloomington Redevelopment Commission for Fiscal Year Ending December 31st, 2024

PURPOSE OF THE REPORT

Indiana Code 36-7-14-13 specifies the reporting requirements for redevelopment commissions and requires redevelopment commissions to submit copies of required reports to the City of Bloomington, Indiana (the "City") executive and fiscal body as well as file said documents and information with the Indiana Department of Local Government Finance (the "DLGF") in a form required by the DLGF.

Pursuant to IC 36-7-14-13(a), the City of Bloomington, Indiana Redevelopment Commission (the "Commission") not later than April 15 of each year shall file with the City's executive (the Mayor of the City) and the City's fiscal body (the City Council) a report setting out its activities during the preceding calendar year.

The annual report shall include, in accordance with IC 36-7-14-13(b) the following information:

- The names of the then qualified and acting commissioners;
- The names of the officers of the Commission;
- The number of regular employees and their fixed salaries or compensation;
- The amount of the expenditures made during the preceding year and their general purpose;
- An accounting of tax increment revenues expended by any entity receiving the tax increment revenues as a grant or loan from the Commission;
- The amount of funds on hand at the close of the calendar year; and
- Other information necessary to disclose the activities of the Commissioners and the results obtained.

In accordance with IC 36-7-14-13(d), a copy of the annual report will be submitted to the DLGF in an electronic format under IC 5-14-6 titled Electronic Transmission of Reports to the General Assembly, prior to the April 15 deadline.

In accordance with IC 36-7-14-13(e), required data in subsection (a) must also include the following information set forth for each tax increment financing district regarding the previous year:

- Revenues received;
- Expenses paid;
- Fund balances;
- The amount and maturity date for all outstanding obligations;
- The amount paid on outstanding obligations; and
- A list of all the parcels included in each tax increment financing district allocation area and the base assessed value and incremental assessed value for each parcel in the list.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402
Office of the Controller | (812) 349-3412 | email: controller@bloomington.in.gov

The purpose Annual Report of the Bloomington Redevelopment Commission for Fiscal Year Ending December 31st, 2024, is to meet the statutory disclosure and filing requirements to the executive and fiscal body of the unit, being the Mayor and City Council, all in accordance with IC 36-7-14-13(e).

INTRODUCTION

The Redevelopment Commission of the City of Bloomington, Indiana (the "RDC") is administered and managed by the Bloomington Housing and Neighborhood Development Department ("HAND"). The Commission was created by the City Council in 1986 to overcome and alleviate conditions contributing to blight or underdevelopment in designated areas of the City. Its mission is to promote new development, redevelopment, and rehabilitation activities aimed at enhancing the economic vitality and physical condition of the areas under its jurisdictions, known as the "Economic Development Area".

It is the duty of the Commission in accordance with IC 36-7-14-11 to:

- Investigate, study, and survey areas needing redevelopment within the Redevelopment District;
- Investigate, study, determine, and to the extent possible, combat the causes of areas needing redevelopment;
- Promote the uses of land in the manner that best serves the interests of the Redevelopment District and its inhabitants;
- Cooperate with the City, its departments and other governmental entities and agencies in the manner that best serves the purposes of this chapter;
- Make findings and reports on their activity under this chapter and to keep reports open to inspection by the public at offices of the Department and/or the Commission;
- Select and acquire the areas needing redevelopment to be redeveloped under this chapter; and
- Re-plan and dispose of areas needing redevelopment in the manner that best serves the social and economic interests of the Redevelopment District and its inhabitants.

The Commission is a separate, legal entity; however, the City's Council serves as the legislative body, approving actions of the Commission pursuant to this chapter.

City staff coordinates budget and reporting requirements, along with the preparation of the Commission minutes. The Commission retains professional consulting services to provide Commission reporting and project implementation services to supplement City staff, including but not limited to:

- Legal counsel to provide guidance and advice to the Commission as it relates to legal opinions, recommendations, and review of official documents and actions of the Commission;
- Municipal financial advisory services to provide guidance and advice to the Commission applicable to financial matters, financial reporting as it relates to tax increment in designated allocation areas of the Redevelopment District, and other redevelopment and economic development planning and strategic matters;



City of Bloomington Indiana

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Office of the Controller | (812) 349-3412 | email: controller@bloomington.in.gov

- Engineering consulting services to assist with the planning, scheduling, design, survey, mapping and cost estimates for identified public capital investment projects of the Commission.

2024 COMMISSIONERS AND PERSONNEL

Qualifications to be a member of the Commission include, in accordance with IC 36-7-14-7(d):

- Members must be at least 18 years of age; and
- Members must be a resident of the City.

The Commission is comprised of five members of appointees by the appropriate appointing authorities in accordance with IC 36-7-14-6.1. The terms of office shall be in accordance with IC 36-7-14-7.

Furthermore, in accordance with IC 36-7-14-6.1(a) the municipal executive shall also appoint an individual to serve as a nonvoting advisor to the Commission. Pursuant to Section 6.1(d), the nonvoting member must also be a member of a school board of a school corporation that includes all or part the Redevelopment District, serving for a term of two (2) years or until a successor is appointed and at the pleasure of the appointing authority.

The following individuals were qualified, appointed as Commission members ("Commissioners") during calendar year 2024.

		Start Date	End Date		Start Date	End Date
President	Deb Hutton	1/1/2024	6/18/2024	Deborah Myerson	9/16/2024	12/31/2024
Vice President	Deborah Myerson	1/1/2024	9/16/2024	Sue Sgambelluri	9/16/2024	12/31/2024
Secretary	Sue Sgambelluri	1/1/2024	9/16/2024	John West	9/16/2024	12/31/2024
Commissioner	Randy Cassidy	1/1/2024	12/31/2024			
Commissioner	John West	1/1/2024	9/16/2024	Laurie McRobbie	10/3/2024	12/31/2024
MCCSC School Board Member	Sam Fleener	1/1/2024	12/31/2024			

The RDC received financial, legal, engineering, planning and project managements services from City employees including Anna Killion-Hanson (HAND Director), Larry Allen (2024 City Attorney), Margie Rice (Corporation Counsel), Jessica McClellan (City Controller), Jane Kupersmith (Economic & Sustainable Development Director), Christina Finley (2024 HAND Financial Director) and Roy Aten (Engineering Senior Project Manager) at no cost to the RDC.

FINANCIAL SUMMARY OF REVENUES AND EXPENDITURES

2024 Revenues:

	Total
Kinser Prow Property Taxes	\$ 86,336.34

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Kinser Prow Interest	\$	32,182.43	\$	118,518.77
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Consolidated TIF Property Taxes	\$	17,997,741.77		
Consolidated TIF Interest	\$	1,096,986.06		
2024 Refunding Bonds Proceeds	\$	203,013.13		
Consolidated TIF Federal Grants	\$	540,122.89		
Consolidated TIF Reimbursements	\$	286,619.01	\$	20,124,482.86

2024 Expenditures:**Total**

Kinser Prow Other Services and Charges	\$	158,166.00	\$	158,166.00
--	----	------------	----	------------

Consolidated TIF Principal	\$	5,673,382.57		
Consolidated TIF Interest	\$	1,395,308.23		
Consolidated TIF Other Services and Charges	\$	23,161,502.37		
Consolidated TIF Bank Charges	\$	350.00	\$	30,230,543.17

FUND BALANCES AS OF 12/31/2024

Fund	Fund Name	Beginning Balance	Total Debits	Total Credits	Ending Balance
4445	Consolidated TIF	\$ 27,305,254.95	\$ 20,627,261.00	\$ 30,733,321.31	\$ 17,199,194.64
4451	TIF - Prow	\$ 688,538.87	\$ 118,518.77	\$ 158,166.00	\$ 648,891.64
4455	Bloomington Meridiam TIF	\$ -	\$ -	\$ -	\$ -

DEBT SERVICE OBLIGATIONS OF THE RDC**Project****Bond Name**

Certified Technology Park	2011 Downtown TIF Bonds Refunded 2017
Switchyard Park/ Animal Shelter	2015 TIF Bonds Refunded 2024
Solar Project Lease	2017 Solar Project Lease Refunded 2021*
4th Street Garage	2019 TIF Bonds, Series A-1 Tax Exempt
4th Street Garage	2019 TIF Bonds, Series A-2 Taxable
Trades Garage	2019 TIF Bonds, Series B
Morton Street Garage	Mercury Garage Lease
Walnut Street Garage	7th & Walnut Lease

Retired Bonds**Bond Name**

Certified Technology Park	2011 Downtown TIF Bond
Switchyard Park/ Animal Shelter	2015 TIF Bonds
Solar Panel Project	2017 Solar Lease Agreement

*TIF is committed to 15.06% of the total debt service.

**City of Bloomington Indiana**

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DEBT SERVICE OBLIGATIONS AND TERMS

Bond Name	Proceeds/Par Amount	Outstanding Par Amount	Issue Date	Bond Maturity
2011 Downtown TIF Bonds Refunded 2017	\$ 11,085,000.00	\$ 6,055,000.00	6/27/2017	2/1/2032
2015 TIF Bonds Refunded 2024	\$ 27,450,000.00	\$ 27,450,000.00	11/7/2024	2/1/2040
2017 Solar Project Lease Refunded 2021	\$ 10,770,000.00	\$ 9,130,000.00	12/21/2021	1/1/2038
2019 TIF Bonds, Series A-1 Tax Exempt	\$ 12,845,000.00	\$ 12,800,000.00	11/14/2019	2/1/2040
2019 TIF Bonds, Series A-2 Taxable	\$ 5,625,000.00	\$ -	11/14/2019	8/1/2024
2019 TIF Bonds, Series B	\$ 10,615,000.00	\$ 10,580,000.00	11/14/2019	2/1/2040
Mercury Garage Lease	Lease	\$ 4,034,073.00	1/31/2003	12/10/2033
7th & Walnut Lease	Lease	\$ 174,592.00	2/9/2000	8/31/2039

Retired Bonds	Proceeds/Par Amount	Amount Redeemed	Issue Date	Original Maturity
2011 Downtown TIF Bond	\$ 13,670,000.00	\$ 11,260,000.00	7/27/2011	2/1/2032
2015 TIF Bonds	\$ 41,435,000.00	\$ 29,745,000.00	6/19/2015	2/1/2040
2017 Solar Lease Agreement	Lease	\$ 11,336,824.00	11/30/2017	10/30/2037

DEBT SERVICE PAYMENTS MADE IN 2024

Bond Name	Principal and Interest due in 2024	Total Outstanding Principal and Interest as of 12/31/2024
2011 Downtown TIF Bonds Refunded 2017	\$ 903,546.00	\$ 6,102,681.00
2015 TIF Bonds Refunded 2024	\$ 2,170,907.50	\$ 37,201,500.00
2017 Solar Project Lease Refunded 2021	\$ 128,258.49	\$ 1,734,735.05
2019 TIF Bonds, Series A-1 Tax Exempt	\$ 684,524.00	\$ 18,172,122.00
2019 TIF Bonds, Series A-2 Taxable	\$ 1,104,080.00	\$ -
2019 TIF Bonds, Series B	\$ 571,824.00	\$ 15,168,229.00
Mercury Garage Lease	\$ 436,113.72	\$ 3,961,364.00
7th & Walnut Lease	\$ 233,808.00	\$ 1,437,319.00

PARCEL LIST ON FOLLOWING PAGES

TIF Project Status Report

As of 4/17/2025

Downtown TIF

Project Name
Hopewell/ Hospital Reuse

Open PO's: Duke, Presidio, CrossRoad Engineers, Marshall Security, AECOM, JS Held, U3 Advisors, Milestone, Rundell Ernstberg

Fund Commitment	Expended	Remaining Balance
\$29,124,817	\$26,987,360	\$2,137,457

Estimated date of completion: 2028

Project Name
Dimension Mill

Funding Agreement \$100,000. Exterior wall shoring and repair needed.

Fund Commitment	Expended	Remaining Balance
\$100,000.00	\$50,000.00	\$50,000.00

Project Name
Technology Center/The Forge

Generator installation needed.

Sale of 621 N Rogers \$4,593,092.50 receipted into Fund 2519 RDC

Fund Commitment	Expended	Remaining Balance
\$4,842,011.00	\$4,681,546.00	\$160,465.00

Kinser Prow TIF

Project Name
Griffy Dam Trail

Project Complete.

Fund Commitment	Expended	Remaining Balance
\$344,885.00	\$344,885.00	\$0.00

Fund Balance					
	Beginning Balance	Receipts	Disbursements	Ending Balance	
2519 RDC	\$ 2,124,409	\$ 4,832,935	\$ 744,365	\$ 6,212,979	
4445 Consolidated TIF	17,199,195	293,913	2,741,639	14,751,468	
4451 Kinser Prow TIF	648,892	9,021	2,096	655,817	

25-46
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL TO UNDERTAKE INVESTIGATION AND DUE DILIGENCE FOR USE OF
216 SOUTH COLLEGE AVENUE AS A
HOST HOTEL FOR THE BLOOMINGTON CONVENTION CENTER

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) acquired Real Estate located at 216 South College Avenue in Bloomington, Indiana, (the "Real Estate") under Resolutions 19-34 and 23-25;
- WHEREAS, the Bloomington Convention Center is located immediately across Third Street from the RDC’s Real Estate;
- WHEREAS, the Bloomington Convention Center is undergoing a major expansion to the east, across South College Avenue;
- WHEREAS, the expansion of the Bloomington Convention Center will attract large events that will require nearby accommodations of which there is an insufficient inventory in the immediate area;
- WHEREAS, the Monroe County Capital Improvement Board selected Dora Hospitality LLC as the developer of the host hotel for the Bloomington Convention Center on October 9, 2024;
- WHEREAS, Dora Hospitality has determined that the premier location of said host hotel is the RDC’s 216 South College Avenue Real Estate;
- WHEREAS, the RDC supports the proposition of the construction of a host hotel at the RDC’s Real Estate and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public’s best interest and will further economic development in the City of Bloomington; and,
- WHEREAS, the RDC has determined that investigations and due diligence are necessary to evaluate the feasibility of constructing a host hotel on the RDC’s Real Estate.

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

1. The RDC supports the investigation and due diligence necessary to assess the feasibility of constructing a host hotel on the RDC’s 216 South College Avenue Real Estate and reiterates that such investigations and due diligence serves the public’s best interests.

2. The RDC authorizes staff to perform all activities and prepare and execute all documentation including, but not limited to, agreements for services to proceed with the investigations and due diligence of said Real Estate for the purposes stated herein.
3. The RDC authorizes the use of RDC funds for the investigations and due diligence necessary to effectuate the purposes of this Resolution. Said funds shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) without further approval of the RDC.
4. The RDC authorizes City Staff to approve access to the Real Estate to those necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-47
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL TO RELOCATE GENERATOR TO THE FORGE

- WHEREAS, the Trades District is a 12-acre portion of the Bloomington Certified Technology Park that is owned by the RDC;
- WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth;
- WHEREAS, the City and RDC were awarded a \$3.5M grant from the US Economic Development Administration (EDA) (“EDA Grant”) to construct the Trades District Technology Center (“The Forge”), which will be a 22,000 sq. ft. Class A office building located at 617 North Madison Street within the Trades District;
- WHEREAS, on January 27, 2023, under Resolution 23-5, the City of Bloomington and the RDC executed a Trades District & Technology Center Agreement with The Mill, to manage the development of the Trades District including the construction and activation of the Forge;
- WHEREAS, on October 14, 2024, under Resolution 24-68, the Parties also entered into a property management agreement for the leasing and management of The Forge;
- WHEREAS, The Mill is requesting the relocation of a generator from 714 South Rogers Street to 617 North Morton Street, Exhibit 1;
- WHEREAS, the scope of work required has been prepared by Woods Electrical Contractors, Inc., Exhibit 2;
- WHEREAS, the use of a generator is essential to the installation of the tenant Bloom, whose lease was signed on March 3, 2025, under Resolution 25-37;
- WHEREAS, the generator is being transferred from one Redevelopment Commission property to another and will remain an asset of the Redevelopment Commission;
- WHEREAS, the relocation and installation of the generator is within management responsibilities of The Mill;
- WHEREAS, the RDC requires that the relocation be performed in compliance with all federal, state, and local laws and regulations;

WHEREAS, the RDC requires the generator location at The Forge be as inconspicuous as possible and be shielded from public view in a manner consistent with the architecture of The Forge; and,

WHEREAS, The Mill has identified funding sources to pay for the relocation and installation of the generator and the RDC shall commit no funds for the relocation and installation of the generator.

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

1. The RDC approves the proposed relocation of the generator from 714 South Rogers Street to The Forge located at 617 North Madison Street.
2. The RDC declares that the generator remains an asset of the RDC and the relocation of the generator does not impact the ownership thereof.
3. The RDC commits no funds to the relocation or installation of the generator.
4. The RDC authorizes The Mill, their staff, and their contractors to perform the relocation of the generator and its appurtenances.
5. The RDC authorizes the construction of necessary structures including, but not limited to concrete pads and an enclosure for the generator.
6. The RDC requires that the relocation be performed in compliance with all federal, state, and local laws and regulations.
7. The RDC requires the generator location at The Forge be as inconspicuous as possible and be shielded from public view in a manner consistent with the architecture of The Forge.
8. The RDC authorizes City Staff to perform all activities and prepare and execute all documentation necessary to effectuate the purposes stated herein.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



To: Bloomington Redevelopment Commission

From: John Fernandez, Interim Executive Director

Date: April 10, 2025

RE: RESOLUTION - APPROVAL TO MOVE AND REPURPOSE EMERGENCY POWER GENERATOR FOR THE FORGE

On March 17, 2025, the Bloomington Redevelopment Commission approved a 5-year lease at The Forge for Bloom. The company will be establishing a Network Operations Center (NOC) in the suite they are leasing at The Forge. Bloom's NOC will include their advanced AI development team, thereby adding to the growing concentration of emerging tech talent locating at the Trades District.

Bloom serves customers in the highly regulated health insurance industry. To meet their regulatory requirements, the NOC must be located in a facility that can provide short term emergency backup power.

Prior to finalizing the Bloom lease the Forge team identified a cost-effective solution to deliver this required infrastructure. The former Bloomington Hospital administration building at 714 S. Rogers Street has an 80KW Generator that previously served that building. During a maintenance inspection of the generator it was determined that the generator could meet the needs of the Forge. The generator is in excellent condition and had been well-maintained by IU Health. Moreover, the City administration has determined that this particular generator would not be adequate for potential uses of the 714 S. Rogers building. This generator will also provide backup power for The Forge's common areas and internet service, benefiting all tenants.

We sought quotes for the relocation and installation of the generator and the power panels necessary to operationalize it at The Forge. The total cost of this work is \$96,000. Alternatively, acquiring a new generator would cost over \$230,000 and we would not likely be able to acquire a new generator for 6 – 8 months due to supply chain issues.

We propose to fund the relocation through CCC grant funding and remaining Forge furniture, fixtures, and equipment (FFE) funds.

As owners of the generator, we are requesting the Bloomington Redevelopment Commission's approval to relocate and repurpose the generator to support The Forge. In its new location at the Forge, the generator would remain an RDC asset.

We are seeking approval from the Trades District Advisory Board ("TDAB") to utilize a portion of the Lilly Endowment, Inc. CCC grant proceeds designated to support our tenant attraction and buildout expenses. This request is on the TDAB April 17th agenda.

Summary of Key Lease Terms

- Premises include 4,709 sq. ft. within The Forge
- \$21/ sq. ft. for rent in the first year with annual increase of 2.5%, plus operating expenses
- Tenant improvement allowance to be funded by Lilly Endowment, Inc. "CCC" grant funding up to \$824,075 subject to The Trades District Advisory Board approval
- The lease will have a term of five (5) years and is renewal for three additional terms of five years each
- The lease term will begin upon completion of tenant improvements or 180 days after RDC approval, whichever is early
- The total value of lease payments (base rent) during the initial lease term will be \$519,793.07



WOODS ELECTRICAL CONTRACTORS INC.

4180 N. STARNES RD BLOOMINGTON, IN 47404
(812)876-7977 FAX (812)704-5851
WWW.WOODSELECTRICINC.BIZ

3/20/25

John Fernandez

Woods Electrical Contractors Inc. is pleased to be providing the following quote for electrical work at Trades District Technology Center (THE FORGE) at 617 N Madison Street Bloomington Indiana.

Scope of Work

ITEM A:

Repurposed City Owned 80KW Generator/Transfer Switch and a 200amp Emergency Power Panel

- City Owned Generator is Cummins Brand, 80KW, 120/208volt, 3-phase, Diesel powered unit
- Demo of repurposed Generator/Transfer Switch at 714 S Rogers Location (Old Convalescent Center) and transporting to 617 N Madison Street (The Forge)
- Installation of Concrete pad for Generator, Conduit/Wire and terminations from Generator to Transfer Switch
- Installation of transfer switch and UPS in second floor IT Room space.
- Installation of a single 200amp "Emergency Power Panel"

Exclusions

- Repurposed Generator Fuel fill up, Generator Service and Startup.
- Does not include any "Emergency Power" branch circuits being run into the tenant spaces. (At the current time we do not have enough information on specific locations to generate a quote on this)

Generator/Transfer switch/200amp Panel Quote.....	\$45,000.00
UPS Battery Backup to be purchased by others.....	\$00.00
Emergency Panel ONLY Metering.....	\$6,000.00
Total Quote.....	\$51,000.00

ITEM B:

New Tenant Space Sub-Panel (Price given per Tenant Space)

- Provision and installation of a 200amp, 120/208volt, 3-Phase, 42 Circuit Panel
- Installation of Conduit, Wire and terminations from Main 208volt Switchgear to New Panel installed in Tenant Space.

Exclusions

- Does not include any branch circuits being run into the tenant spaces. (At the current time we do not have enough information on specific locations to generate a quote on this)

Price for 3 Tenant Sub-Panels.....	\$39,000.00
Price for Tenant Space Panel metering.....	\$6,000.00
Total Quote.....	\$45,000.00

Total for Item A and B.....\$96,000.00

We appreciate the opportunity to work with you on this project. Please contact me with any questions. The quote is valid for 30 days due to material price fluctuations.

If you accept this quote please sign and select item(s) and return to me.

Item(A)_____

Item(B)_____

Signature_____ Date:_____

Sincerely,
Adam Freeman
812-876-7977

25-48
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL TO APPROVE AND RATIFY THE
TEMPORARY SHORING OF THE SOUTH WALL OF THE MILL

- WHEREAS, the Trades District is a 12-acre portion of the Bloomington Certified Technology Park that is owned by the RDC;
- WHEREAS, on October 15, 2018, under Resolution 18-66, the City of Bloomington and the RDC entered into a property management agreement with Dimension Mill for the leasing and management of The Mill;
- WHEREAS, On December 18, 2023, under Resolution 23-111, the City of Bloomington and the RDC entered into Lease Extension and Modification Agreement with Dimension Mill for the leasing and management of The Mill;
- WHEREAS, under the 2023 Lease referenced above, in Section 4.03 Expenses, Repairs, and Maintenance, the Landlord (City of Bloomington and RDC) is “responsible for replacement, as needed, of the building structure”;
- WHEREAS, John Crane, P.E., of BFW Crane, Inc., inspected the south wall of The Mill as James Boruff, Operations and Facilities Director for the City of Bloomington Public Works, had become aware that the wall was leaning;
- WHEREAS, John Crane, P.E. prepared an inspection report (Exhibit 1) dated April 4, 2025, and stated that top portions of the exterior brick wall of the Mill were as much as 4½ inches off plumb which raised concerns about the stability of the wall;
- WHEREAS, the shoring of the south wall of The Mill was necessary for the stabilization of the wall and the protection of the public and public assets;
- WHEREAS, as time was of the essence due to the instability of the wall, James Boruff contracted with Umphress Masonry, Inc., Belcher Fencing, and Koorsen Fire & Security for emergency services to shore up the wall in an amount not to exceed One Hundred and Six Thousand Dollars (\$106,000.00) which cost estimate and drawings are located in Exhibit 2;
- WHEREAS, on April 16, 2025, City of Bloomington Controller, Jessica McClellan, determined that the shoring of the leaning wall qualified for an emergency purchase pursuant to 5-22-10 *et. seq.*, Exhibit 3;

WHEREAS, the City of Bloomington Legal Department has prepared a written agreement (Exhibits 4-6) with Umphress Masonry, Inc., Belcher Fencing, and Koorsen Fire & Security post completion of the work to be executed;

WHEREAS, the RDC members were notified of the circumstances stated herein; and,

WHEREAS, the RDC has determined that the emergency shoring of the south wall of The Mill was an emergency that required action prior to a meeting of the RDC and such actions taken should be approved and ratified.

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

1. The RDC approves and ratifies the emergency actions of shoring the south wall of The Mill due to its instability and for the protection of the public and public assets.
2. The RDC approves the use of RDC funds, up to One Hundred and Six Thousand Dollars (\$106,000) to compensate for the emergency work done, to be paid from Fund Line 2519RDC.
3. The RDC authorizes City Staff to perform all activities and prepare and execute all documentation necessary to effectuate the purposes stated herein.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



BFW CRANE, INC.

STRUCTURAL
ENGINEERING

City of Bloomington - Dept of Public Works
401 N Morton Street
Bloomington Indiana 47404

April 21, 2025

Attn: J.D. Boruff – Operations & Facilities Director

Re: Dimension Mill Building – Bloomington IN
South (Brick) Wall

J.D.,

In the report we submitted on April 4, 2025, we recommended that due to “leaning” of the South Wall, auxiliary supports should be installed immediately.

Later that day (4/4/25) various approaches to stabilization of the South wall were discussed.

The approaches that were discussed can somewhat be grouped into (2) categories:

- 1) Short term – intended to be in place for only the “few days” before brick removal & replacement would be begin (anticipated by 4/18/25). Components utilized in this short-term design were intended to be readily available, and were comprised of non-treated wood, shallow fasteners, components not protected from corrosion, and supports that are bearing (where possible) on the existing 4” slab-on-grade. The “design theory” is that since brick removal/replacement would occur immediately, the temp supports should be easy to install & re-rest, to coordinate with new work. Exposure to weather for extended time (corrosion, deterioration from weather exposure, etc) would not be a consideration.
- 2) Longer term – that required if wall reconstruction would be delayed (beyond 4/18/25) due to time required for administrative and other reasons. The “design theory” in this case would utilize all steel (no wood) components, thru-bolts instead of shallow surface fasteners and reinforced concrete footings for supports instead of bearing on slab on grade. All fasteners & components would be selected based on corrosion resistance.

Based on previous experience, we assumed that (despite best efforts) brick removal/replacement activity would not commence by 4/18/25, so on 4/6/2025, we submitted a preliminary design for the "longer term" shoring (see BFWC Drawing 702517-S1)

Later that day (4/6/25), we were advised that brick removal & reconstruction was intended to be expedited, and would begin by the end of the week (by 4/18/25), and to abandon the "long-term" design approach.

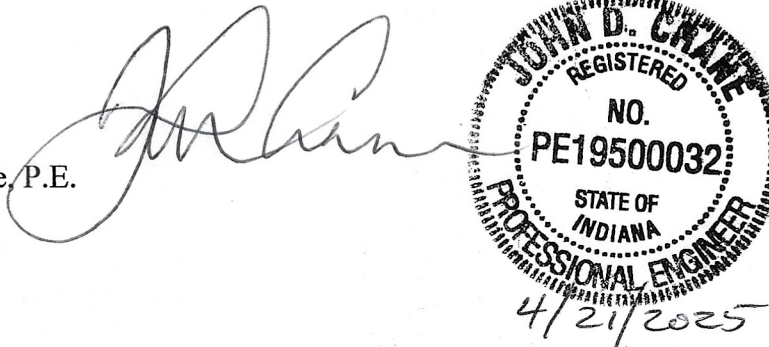
On 4/7/2025 we completed the design of "short-term" temporary supports (see sketch forwarded in email of 4/7/2025). On Tuesday 4/8/25, installation of the "short-term" temporary supports began, and was substantially completed on 4/17/2025.

If brick removal & replacement is going to be delayed well beyond 4/18/2025, then the "long term" supports should be installed (replacing the short term supports).

Please let me know if you have any questions or would like to further discuss any of the details of this report.

Sincerely,

John Crane, P.E.



Umphress Masonry, Inc
1094 Erie Church Road
Bedford, IN 47421
812-345-1972

To: City of Bloomington

Attention: JD Boruff

Project: Mills Building.
Shoring and temporary framing.

Umphress Masonry intends to shore up building to prevent collapse and add temporary framing.

Price not to exceed \$100,000.00.

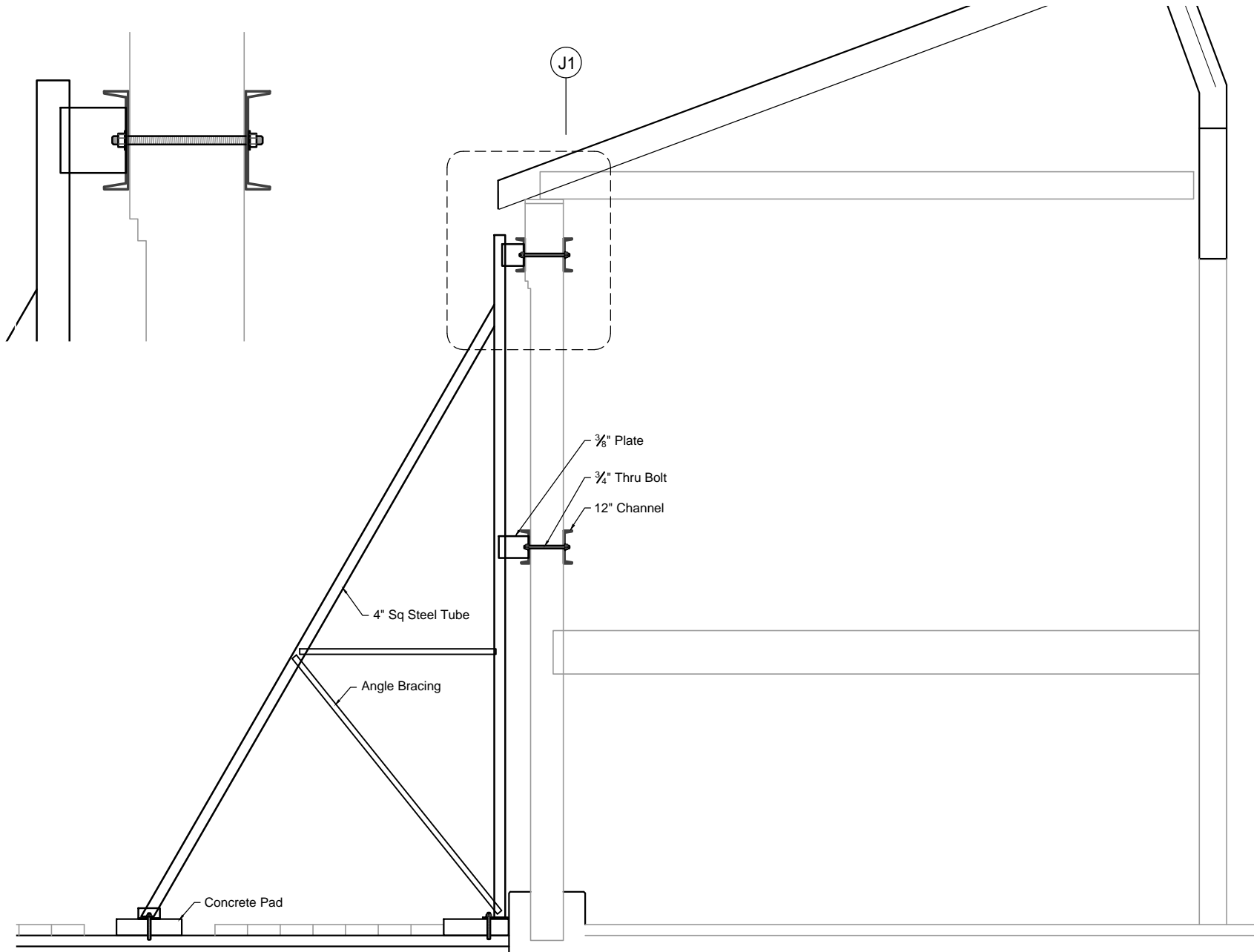
Umphress will provide a breakdown of man hours by date for the project, also provide copies of receipts for materials and charge a mark up of 15% on said materials and Sub Contractors.

Please reach out to Dave Umphress at 812-345-1982 with any questions.

Regards,
Heather Umphress V.P.



Partial South Elevation
Scale: 1/4"=1'-0"



Section @ Structural Brace
Scale: 1/4"=1'-0"

BFW

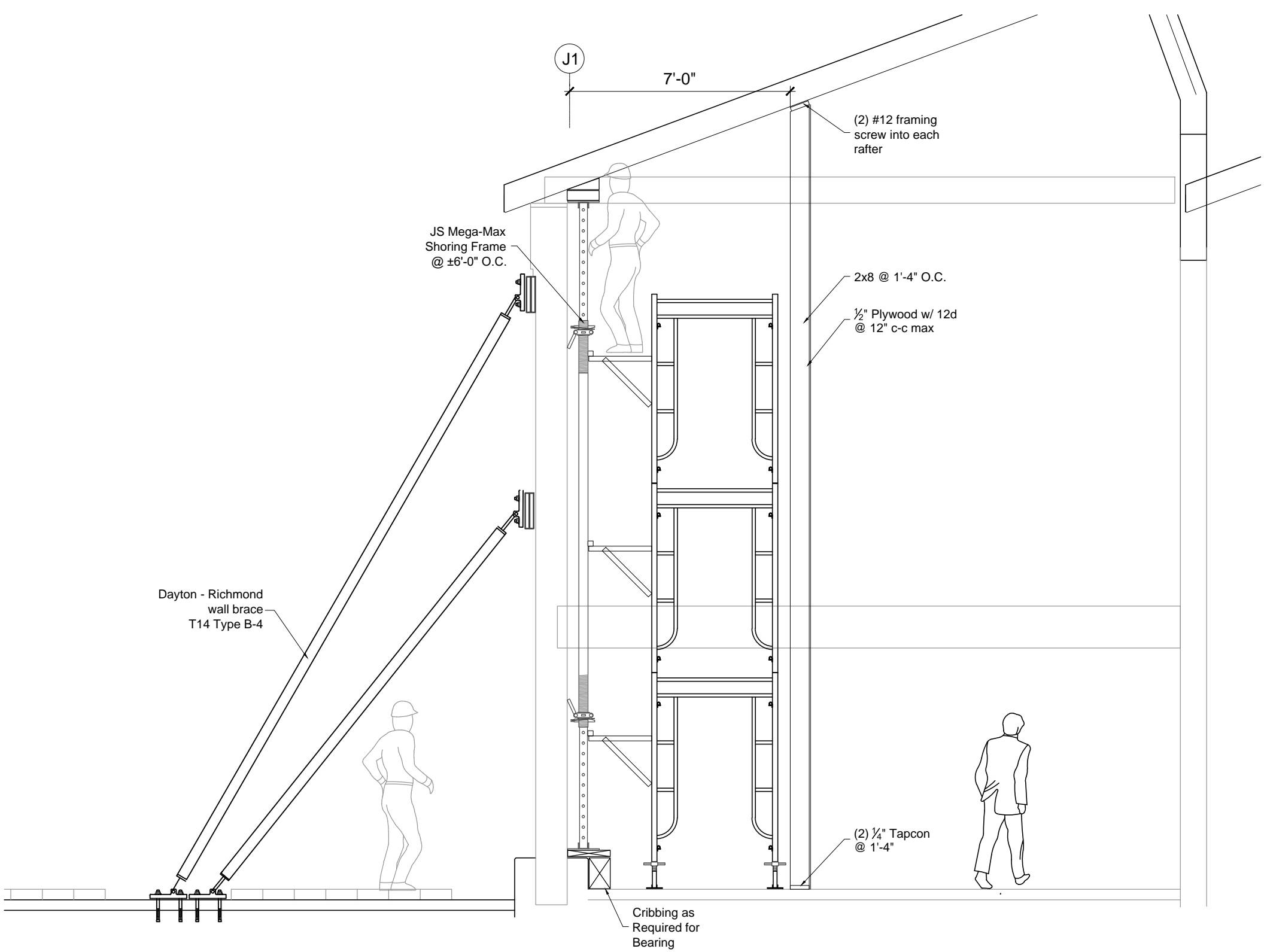
BFW Crane, Inc.
PO Box 41
Clear Creek, Indiana 47426

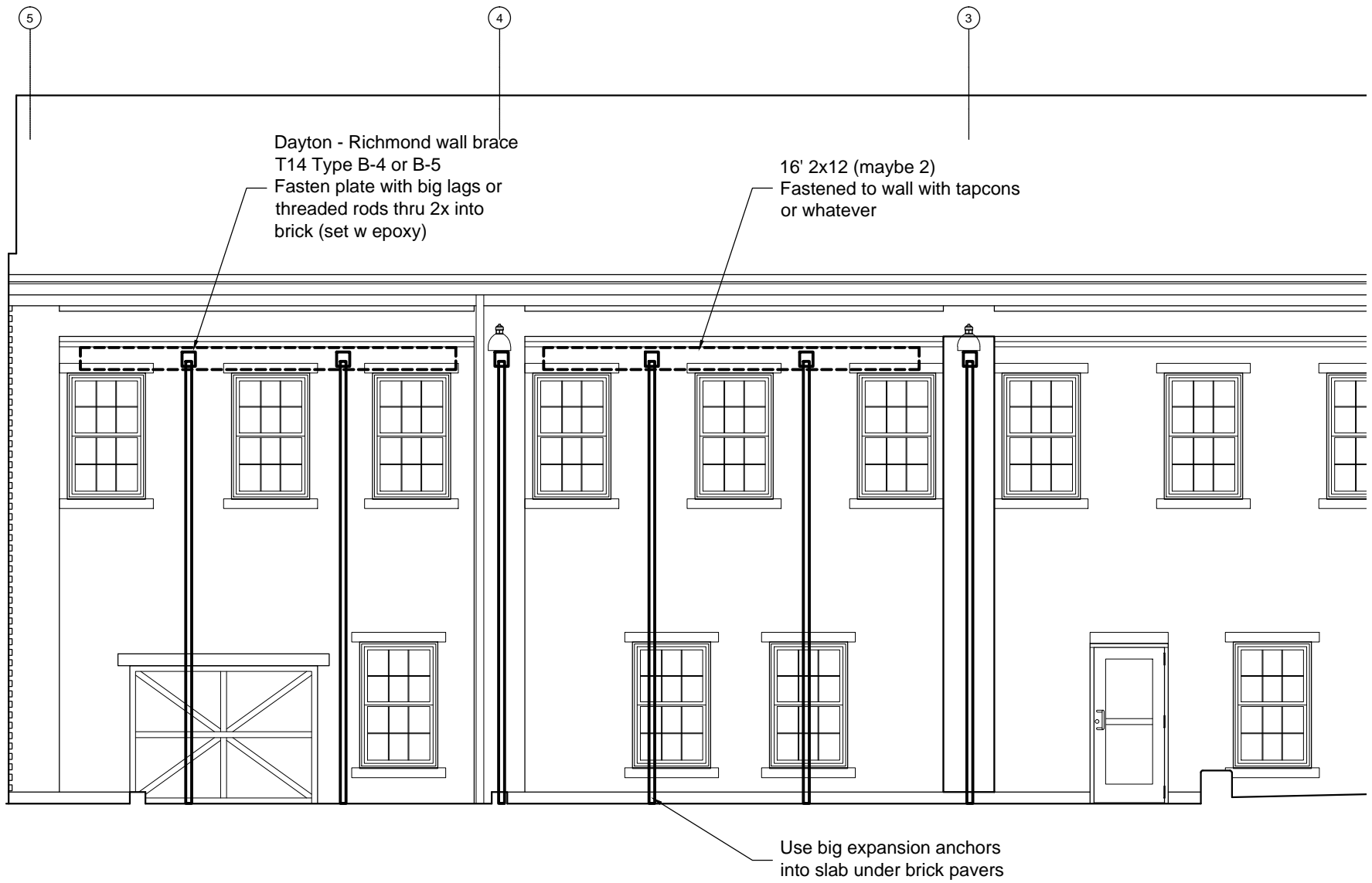
Dimension Mill
South Wall - Structural Stabilization
PRELIMINARY

Date: 4/6/2025

S1

Project No: 702517





Dayton - Richmond wall brace
T14 Type B-4 or B-5
Fasten plate with big lags or
threaded rods thru 2x into
brick (set w epoxy)

16' 2x12 (maybe 2)
Fastened to wall with tapcons
or whatever

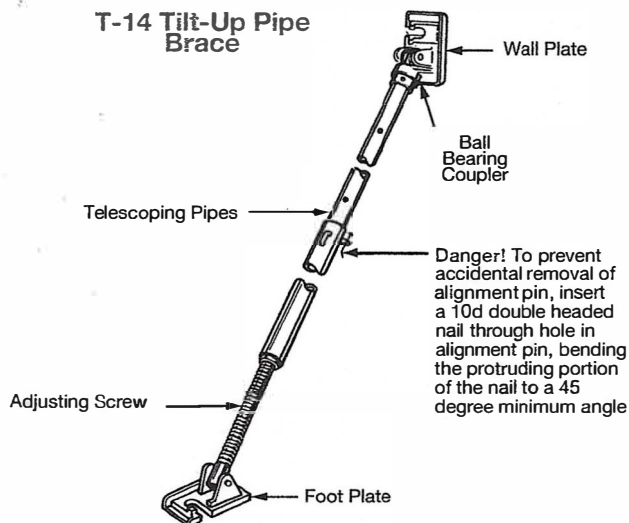
Use big expansion anchors
into slab under brick pavers



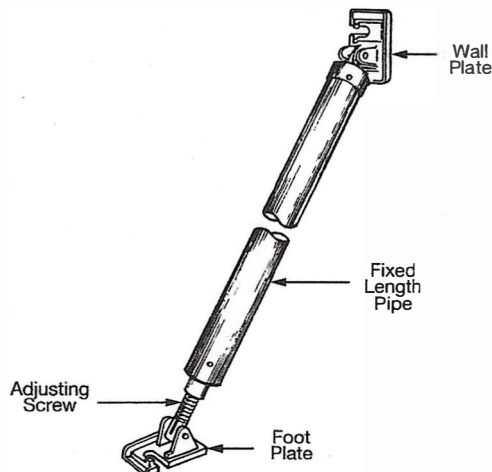
T-14 Tilt-Up Wall Braces

The Dayton/Richmond T-14 Tilt-Up Wall Braces are all steel, heavy duty wall braces designed to quickly and easily align and brace tilt-up wall panels. Rough adjustment of the T-14 braces is easily accomplished by telescoping the pipes to the nearest incremental hole.

Final adjustment is then achieved by simply turning the brace. Dayton/Richmond wall braces are available in numerous sizes to provide a continuous range of tilt-up panel heights of fifty feet or more. Refer to the chart below for additional information.



T-14 Tilt-Up Jumbo Brace



T-14 Tilt-Up Pipe Brace Selection Chart

Type	Description	Minimum and Maximum Brace Length
B-1	On-Site Pipe Brace	7'-6" to 8'-10"
B-2	Regular Pipe Brace	13'-0" to 20'-6"
B-4	Heavy Duty Regular Pipe Brace	14'-6" to 23'-6"
B-5	Heavy Duty Long Pipe Brace	22'-6" to 39'-0"
B-6	Short Pipe Brace	10'-0" to 14'-0"
B-7	Short Jumbo Brace	17'-0" Fixed Length
B-8	Jumbo Brace	22'-0" Fixed Length
B-9	Jumbo Brace with 5'-0" Extension	27'-0" Fixed Length
B-10	Jumbo Brace with 10'-0" Extension	32'-0" Fixed Length
B-11	Tru-Ilt Brace	25'-6" to 40'-0"
B-12	Jumbo 5-1/2"	32'-0" Fixed Length
B-14*	B-12 Jumbo Brace, 10'-0" Extension	42'-0" Fixed Length
B-15*	B-12 Jumbo Brace, 20'-0" Extension	52'-0" Fixed Length

Note: Field assembly is required for B-14 and B-15 braces.

To Order:

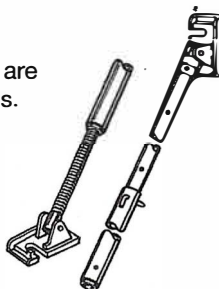
Specify: (1) quantity, (2) Name, (3) model.

Example:

200, T-14 Tilt-Up Wall Braces. Model B-8.

T-15 Pipe Brace Extensions

The Dayton/Richmond Pipe Brace Extensions are available for the B-8 and B-12 pipe brace models. The T-15 extension for the B-12 model extends the brace ten feet. Extensions for the B-8 brace are available in five feet and ten feet lengths.



To Order:

Specify: (1) quantity, (2) name, (3) model.

Example:

40, T-15 Pipe Brace Extension, 5' extension for B-8 braces.

City of Bloomington Emergency Purchase Justification Form

Vendor: Umphress Masonry, Belcher Fencing, Harrell-Fish Inc,

Amount: Not to Exceed \$100,000.00

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The South wall of The Mill is leaning outward and is in danger of failing. The building is over 100 years old and was renovated around 2018 or 2019. The movement in the wall either was not noticed at that time, or has occurred since. It is difficult to determine which one.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

If the wall does fail, the entire south wall, and the portion of the roof that it supports, could completely collapse.


3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

The condition of the wall was not noticed until a few days ago.

4. State the name of the Vendor and the reason and process used for selecting this vendor (Attach all quotes or proposals received from other sources, if applicable):

Umphress Masonry is the firm that we have had past service agreements with for masonry repairs. Also, their experience with historical masonry buildings is unmatched in the state of Indiana.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

J. D. Boruff
 Print/Type Name

 Department Head Signature

Facilities Director
 Print/Type Title
 4/11/25
 Date

Public Works
 Department
 812-325-2952
 Telephone Number

Amount: Not to exceed \$100,000.00

Budget Line: 2519 RDC jm
~~Unknown (RDC)~~

Approved by:


 Jessica McClellan - Controller

Date:

4-16-2025

Exhibit 4
AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
UMPHRESS MASONRY, INC.
FOR
EMERGENCY TEMPORARY SHORING OF SOUTH WALL OF THE MILL

THIS AGREEMENT (the “Agreement”) is executed by and between the City of Bloomington, Indiana, and its Redevelopment Commission (collectively the “City”), and Umphress Masonry, Inc, (the “Contractor”) (collectively the “Parties”).

I. TERM. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 Contractor or general Contractor for this project.

II. SERVICES.

- A.** Contractor shall complete all services for the construction of temporary shoring of the south wall of The Mill and other work as required per the plans and specifications for the shoring (the “Project”) all of which is more particularly described in **Attachment “A”**, and as otherwise specified or indicated in the Contract Documents as that term is defined hereinbelow (collectively the “Scope of Work” or “Work”).
- B.** Work required under this Agreement shall be substantially completed by the Contractor by April 21, 2025, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.
- C.** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of Contractor to complete all work as herein provided will result in monetary damages to City. It is hereby agreed that City will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference to Section V.B. of the General Conditions for each day of overrun in contract time. Contractor agrees to pay City said damages or, in the alternative, City, at its sole discretion, may withhold monies otherwise due Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit City’s other remedies under this Agreement, or as provided by applicable law, for other damages.
- D.** Contractor agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of City of any of its rights herein.

III. COMPENSATION.

- A. City shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Quote, attached hereto as **Attachment "A"**. City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:
1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
 3. Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
 4. Damage to City or a third party.
- B. The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- C. Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.
- D. For projects utilizing federal funding the Contractor shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer and to the City Legal Department, or their designated representative, for approval and review, including review for compliance with Davis Bacon Act requirements, if federal funds are used.
- E. Project Manager. James Boruff, Operations and Facilities Director for the City of Bloomington Public Works or their designated representative shall act as the Project Manager on the Project and shall assume all duties and responsibilities and shall have all the rights and authority assigned to Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

IV. RETAINAGE. *This Section Intentionally Left Blank.*

V. GENERAL PROVISIONS.

- A. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, members, employees and agents, for any and all claims, actions, causes of action, demands, damages, losses, liabilities, costs, expenses, judgments and liens arising out of any intentional, reckless or negligent act or omission by Contractor and/or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to City or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its officers, agents, officials, employees or subcontractors, regardless of whether the cybercrime was committed with or without Contractor's

knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. Contractor shall indemnify and hold harmless City and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this Agreement.

B. Abandonment, Default and Termination.

1. **Abandonment.** City shall have the right to abandon the work contracted for in this Agreement without penalty. If City abandons the work described herein, Contractor shall deliver to City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of City. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by Contractor under this Agreement and the work which Contractor was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of his or her services hereunder.
2. **Default.** If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, Contractor shall be considered in default. Contractor shall be considered to be in default if the City believes that any one or more of the following occurs:
 - a) Any material breach of the Agreement;
 - b) Failure to begin the Work under this Agreement within the time specified.
 - c) Failure to perform the Work with sufficient supervision, workmen, equipment and materials to ensure prompt completion of the Work within the time limits allowed;
 - d) Unsuitable and/or untimely performance of the Work as determined by the Engineer/Project Manager or their representative;
 - e) Neglecting or refusing to remove defective materials or failure to perform anew such work that the Engineer/Project Manager or their representative has rejected;
 - f) Discontinuing the prosecution of the work or any part of it;
 - g) Inability to finance the work adequately; and
 - h) If, for any other reason, the Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.
3. **Notice and Opportunity to Remedy.** If the City believes Contractor is in default, then the City shall send Contractor a written notice of default. If Contractor, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then City shall have full power and authority, without violation of the Agreement, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another contractor for the completion of the Agreement according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of the Project in an acceptable manner. All cost of completing the work under the Agreement shall be deducted from the monies due or which may become due to Contractor. If the

expenses so incurred by the City are less than the sum which would have been payable under the Agreement if it had been completed by Contractor, then Contractor shall be entitled to receive the difference. If, however, such expenses so incurred by the City exceed the sum which would have been payable under the Agreement, then Contractor and his or her Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or his or her Surety for his or her failure to complete the work in the time specified.

4. **Termination.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice to Contractor documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void. However, City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.
- C. **Independent Contractor.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- D. **Assignment.** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of City being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Agreement.
- E. **Extent of Agreement: Integration.** This Agreement consists of the following parts, each (as applicable) of which is as fully a part of this Agreement as if set out herein:
 1. This Agreement and its Attachments;
 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto;
 3. All addenda to the Quote Documents;
 4. The Invitation to Quoters;
 5. The Instructions to Quoters;
 6. All Special Conditions;
 7. All plans as provided for the work that is to be completed;
 8. The Supplementary Conditions;
 9. The General Conditions;
 10. The Specifications;
 11. Contractor's submittals;
 12. The Performance Bond and the Payment Bond (if applicable);
 13. The Escrow Agreement (if applicable); and,
 14. Request for Taxpayer Identification number and certification: Substitute W-9.

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

document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

F. Insurance.

1. **Policies and Limits.** Contractor shall, as a prerequisite to this Agreement, purchase and thereafter maintain insurance policies as set forth below which shall cover any claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - a) Comprehensive General Liability Insurance:
 - (1) \$1,000,000 for each occurrence;
 - (2) \$1,000,000 personal injury and advertising injury;
 - (3) \$2,000,000 products and completed operations aggregate; and
 - (4) \$2,000,000 general aggregate.
 - b) Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - c) Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - d) Umbrella/Excess Liability with a required limit of \$1,000,000.
 - e) Cyber Attack and Cyber Extortion:
 - (1) Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - (2) Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - (3) Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
 - f) Network Security Liability:
 - (1) Limit (Annual Aggregate) of \$1,000,000; and
 - (2) Deductible (per occurrence) of \$10,000.
 - g) Electronic Media Liability:
 - (1) Limit (Annual Aggregate) of \$1,000,000; and
 - (2) Deductible (Per Occurrence) of \$10,000.
 - h) Fraudulent Impersonator Coverage:
 - (1) Limit (Annual Aggregate) of \$250,000; and
 - (2) Deductible (Per Occurrence) of \$5,000.
2. **Authorization.** All insurance policies listed above shall be issued by an insurance company authorized to issue such insurance in the State of Indiana.
3. **Additional Insured.** All insurance policies listed above shall name the City of Bloomington, which includes its officers, members, employees and agents, as additional insured under Comprehensive General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.
4. **Certificate of Insurance.** Contractor shall provide to the City a Certificate of Insurance showing each insurance policy listed above prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or

cancellation of required insurance to the City within ten (10) days of said changes and/or cancellation. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement or to hold Contractor in breach.

Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by City.

5. **Waiver of Subrogation.** The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.
 6. **General Liability Insurance Coverage.** Contractor's comprehensive general liability insurance shall also provide coverage for the following:
 - a) Premises and operations;
 - b) Contractual liability insurance as applicable to any hold-harmless agreements;
 - c) Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period;
 - d) Broad form property damage - including completed operations;
 - e) Fellow employee claims under Personal Injury; and
 - f) Independent Contractors.
 7. **Substitution.** With the prior written approval by the City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
- G. **Necessary Documentation.** Contractor certifies that it will furnish City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- H. **Applicable Laws.** Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. Contractor shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

I. Non-Discrimination.

1. Contractor certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - a) Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;
 - b) The utilization of Minority and Women Business Enterprises.
2. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.
3. FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:
 - a) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or subContractor, nor any person acting on behalf of such Contractor or subContractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
 - b) That no Contractor, subContractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
 - c) That there may be deducted from the amount payable to Contractor, by City, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
 - d) That this Agreement may be canceled or terminated by City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

J. Workmanship and Quality of Materials.

1. Contractor shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.
2. OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not

inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

3. City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

K. Safety.

1. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
2. Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as **Attachment "B"**, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

L. Amendments/Changes.

1. Except as provided below, this Agreement may only be amended by a written instrument signed by both Parties.
2. Without invalidating the Agreement and without notice to any surety, City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the Work. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Agreement Documents.
3. If Contractor believes that any other event or condition will result in an increase in the Contract time or price, then Contractor shall file written notice with City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
4. Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with City. No work shall be delayed or postponed pending

resolution of any dispute or disagreement except as Contractor and City may otherwise agree in writing.

M. Performance Bond and Payment Bond. *This Section Intentionally Left Blank*

N. Payment of Subcontractors.

1. Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Agreement. City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.
2. The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the Contractor.

O. Written Notice. Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington RDC	Umphress Masonry, Inc.
Attn: Anna Killion-Hanson	Attn: Dave Umphress
401 North Morton Street, Suite 130	1094 Erie Church Road
Bloomington, Indiana 47404	Bedford, Indiana 47421

P. Severability and Waiver. In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

Q. Notice to Proceed. Contractor shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

R. Steel or Foundry Products.

1. To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should City feel that the cost of domestic steel or foundry products is unreasonable; City will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as follows: "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as follows: "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

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

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

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON RDC
BY:

Deborah Myerson, President DATED

John West, Secretary DATED

Margie Rice, Corporation Counsel DATED
City of Bloomington

UMPHRESS MASONRY, INC.
BY:

(Name Signed) DATED

(Name Printed)

(Title)

ATTACHMENT “A”

“SCOPE OF WORK”

ATTACHMENT "B"
AFFIDAVIT REGARDING TRENCH SAFETY SYSTEMS; COST RECOVERY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her SubContractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed SubContractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify)

_____.

Signature

DATED

Printed Name and Title

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.

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 _____, 20____.

Commission Number: _____

Commission Expires: _____

County of Residence: _____

Signature of Notary Public

Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the City of Bloomington.

Attachment “C”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services 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 hereby 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 and Title

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.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the City of Bloomington.

Exhibit 5

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
BELCHER FENCING**

This Agreement, entered into on this 21st day of April, 2025, by and between the City of Bloomington and its Redevelopment Commission (“City”), and Belcher Fencing (“Contractor”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission (“RDC”) owns the Trades District, a 12-acre portion of the Bloomington Certified Technology Park, which contains a historic structure known as The Mill;

WHEREAS, John Crane, P.E., of BFW Crane, Inc., inspected the south wall of The Mill as James Boruff, Operations and Facilities Director for the City of Bloomington Public Works, had become aware that the wall was leaning;

WHEREAS, John Crane, P.E. prepared an inspection report dated April 4, 2025, and stated that top portions of the exterior brick wall of the Mill were as much as 4½ inches off plumb which raised concerns about the stability of the wall;

WHEREAS, the City requires the services of a masonry contractor to assist in the shoring of the south wall of The Mill for the stabilization of the wall and the protection of the public and public assets and such activity requires fencing to control access (“Services”);

WHEREAS, it is in the public interest that such Services be undertaken and performed; and,

WHEREAS, Contractor is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

Contractor shall provide the Services of erecting fencing to control access to the south wall of The Mill for emergency shoring and repairs.

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 as soon as reasonably possible under the circumstances. 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 the City's Project Manager, Director of the Housing and Neighborhood Development Department, Anna Killion-Hanson, or her designee and James Boruff, Operations and Facilities Director for the City of Bloomington Public Works.

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. Standard of Care

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"). As part of its Standard of Care, Contractor shall ensure that all Services delivered by Contractor under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Contractor except for any third-party material Contractor has incorporated into the Services and for which Contractor has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

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 Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Dollars (\$3,000.00). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Anna Killion-Hanson
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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 manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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. Schedule

Contractor shall complete the Services required under this Agreement on or before September 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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.

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 10 herein.

Article 8. Identity of the Consultant

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 Umphress Masonry, Inc. 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-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Contractor and furnished to the City as part of the Services, shall become the intellectual property of the City. Contractor shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Contractor uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors 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. Indemnification

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 (a) claims that Services Contractor has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, 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. Insurance

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.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

Article 16. Assignment

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. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 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 Contractor believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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. Compliance with Laws

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

Article 21. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered

into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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. Notices

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

City:

City of Bloomington, RDC
Attn: Anna Killion-Hanson
401 North Morton, Suite 220
Bloomington, Indiana 47404

Consultant:

Belcher Fencing
Attn: Natalie Clark
4990 South Leonard Springs Road
Bloomington, Indiana 47403

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

Article 23. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

BELCHER FENCING

Deborah Myerson, RDC President

Natalie Clark

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
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 hereby 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 _____)
)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 _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number:

Exhibit 6

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
KOORSEN FIRE & SECURITY**

This Agreement, entered into on this 21st day of April, 2025, by and between the City of Bloomington and its Redevelopment Commission (“City”), and Koorsen Fire & Security (“Contractor”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission (“RDC”) owns the Trades District, a 12-acre portion of the Bloomington Certified Technology Park, which contains a historic structure known as The Mill;

WHEREAS, John Crane, P.E., of BFW Crane, Inc., inspected the south wall of The Mill as James Boruff, Operations and Facilities Director for the City of Bloomington Public Works, had become aware that the wall was leaning;

WHEREAS, John Crane, P.E. prepared an inspection report dated April 4, 2025, and stated that top portions of the exterior brick wall of the Mill were as much as 4½ inches off plumb which raised concerns about the stability of the wall;

WHEREAS, the City requires the services of a masonry contractor to assist in the shoring of the south wall of The Mill for the stabilization of the wall and the protection of the public and public assets and such activity requires maintenance and repair of fire alarm and suppression systems (“Services”);

WHEREAS, it is in the public interest that such Services be undertaken and performed; and,

WHEREAS, Contractor is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

Contractor shall provide the Services of erecting fencing to control access to the south wall of The Mill for emergency shoring and repairs.

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 as soon as reasonably possible under the circumstances. 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 the City's Project Manager, Director of the Housing and Neighborhood Development Department, Anna Killion-Hanson, or her designee and James Boruff, Operations and Facilities Director for the City of Bloomington Public Works.

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. Standard of Care

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"). As part of its Standard of Care, Contractor shall ensure that all Services delivered by Contractor under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Contractor except for any third-party material Contractor has incorporated into the Services and for which Contractor has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

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 Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

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

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed Three Thousand Dollars (\$3,000.00). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of

receipt of invoice. Contractor shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Anna Killion-Hanson
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

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 manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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. Schedule

Contractor shall complete the Services required under this Agreement on or before September 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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.

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 10 herein.

Article 8. Identity of the Consultant

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 Umphress Masonry, Inc. 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-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Contractor and furnished to the City as part of the Services, shall become the intellectual property of the City. Contractor shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Contractor uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors 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. Indemnification

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 (a) claims that Services Contractor has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, 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. Insurance

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.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

Article 16. Assignment

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. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 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 Contractor believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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. Compliance with Laws

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

Article 21. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be

remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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. Notices

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

City:

City of Bloomington, RDC
Attn: Anna Killion-Hanson
401 North Morton, Suite 220
Bloomington, Indiana 47404

Consultant:

Koorsen Fire & Security
Attn: Taner Goodman
1131 Air Drive
Bloomington, Indiana 47403

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

Article 23. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

Koorsen Fire & Security

Deborah Myerson, RDC President

Signature

Printed

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
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 hereby 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 _____)
)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 _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence:

Commission Number:

25-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF SUPPLEMENT # 1 TO CONSTRUCTION INSPECTION AGREEMENT FOR
1st STREET RECONSTRUCTION PROJECT**

- 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 and allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); 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 20-79, the RDC approved the design contract for the 1st Street Reconstruction Project (“Project”) with VS Engineering, Inc. for an amount not to exceed \$720,959.03; and
- WHEREAS, City staff solicited bids for a firm to provide construction inspection services for the Project (“Services”), and selected HWC Engineering as the best and most responsive bid; and
- WHEREAS, in Resolution 22-66, the RDC approved the construction inspection agreement for the Project; and
- WHEREAS, there exists a need to modify the inspection agreement not to exceed amount to allow for additional inspection; and
- WHEREAS, the City entered into Supplement #1 to the agreement with HWC Engineering for an amount not to exceed Four Hundred Ninety-Five Thousand Seven Hundred Sixty-Five Dollars and Twenty Cents (\$495,765.20) (“Supplement #1”) which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works approved Supplement #1 at its meeting on Tuesday, February 25, 2025; 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 Exhibit B.

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 Supplement #1 to the agreement with HWC Engineering and authorizes the City of Bloomington to expend an amount not to exceed Four Hundred Ninety-Five Thousand Seven Hundred Sixty-Five Dollars and Twenty Cents (\$495,765.20) to pay for the additional construction inspection services in accordance with the terms of Supplement #1 (“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 December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

LPA – CONSULTING CONTRACT

SUPPLEMENT #1

This is a Supplemental Contract, entered into by City of Bloomington, IN a local public agency, (hereinafter referred to as LPA) and HWC Engineering, Inc. (hereinafter to as CONSULTANT).

WHEREAS, the LPA and CONSULTANT entered into a Contract, providing for the necessary Construction Inspection Services for 1st Street Reconstruction from Fairview Street to College Avenue required in connection with INDOT Project Number 1900399, dated August 30th, 2022.

WITNESSETH


WHEREAS there exists a need to modify the inspection agreement not to exceed amount to allow for additional inspection. The original HWC budget for the project did not account for the utility relocation efforts needed during the 2024 construction season. As per change orders, the contract was extended to adjust for contract delays due to unknown field conditions and utility conflicts. We are modifying the inspection agreement to allow for the extra time associated with these items.

THEREFORE, it is necessary to amend the Contract as follows:

1. APPENDIX “D”, Compensation:, A.1 is amended to read as follows:
 1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 495,765.20, unless a supplement is executed by the parties that increases the maximum amount payable. This adjusted not to exceed fee provides for an additional \$62,764.00 for inspection and travel expenses (mileage).
2. All other matters previously agreed to and set forth in the original Contract dated August 30th, 2022, are not affected by this Supplement shall remain in full force and effect.

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

HWC Engineering


Signature

Terry M. Baker, Chairman/CEO

January 17, 2025
Date

City of Bloomington, IN


Signature

Kyla Cox Deckard, President


Signature

Elizabeth Karon, Vice President

NOT PRESENT
Signature

James Roach, Secretary

Signed by:

7081F031F49E4C0...
Signature

Margie Rice, Legal Counsel

Signature

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 Kuncie (JS Held)~~, **Anna Dragovich**

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:	\$37,987,067 \$38,089,712

Sources of funds:	Total: \$37,875,337.00
Consolidated TIF	\$31,617,333 \$31,719,977
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 \$1,749,941.83	2018-2023 2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,708,466.23 \$7,771,230.23	2020-2023 2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20 \$495,765.20	Apr. 2023 – Nov. 2023 2025

	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	\$18,003,102.94 \$18,032,352.94	June 2021 – Dec. 2024 2025
	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
	7e(vi) CO Package #4	\$162,332.93	2025
	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
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
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	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
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
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TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

2018

- 18-13 Project 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
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 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 Cassidy 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 1 st Street Reconstruction for Hopewell
<u>2024</u>	
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
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1st Street Construction Inspection
- 25-XX Approval Funding for Limestone Blocks at Hopewell East

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

25-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF SUPPLEMTN #2 TO CONSTRUCTION ENGINEERING CONTRACT FOR
THE B-LINE TRAIL AND MULTIUSE PATH**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, Step 6 of the Project in the Form was for construction engineering (“Services”); and
- WHEREAS, in Resolution 22-52 the RDC approved an agreement with Crossroad Engineers to provide the Services for an amount not to exceed \$257,410.00 (“Agreement”); and
- WHEREAS, the Board of Public Works considered and approved Supplement #1 to the Agreement on March 12, 2024, to allow changes to the labor rates but did not adjust the overall not to exceed amount; and
- WHEREAS, additional work and labor hours are needed for the completion of the Project; and
- WHEREAS, the Board of Public Works considered and approved Supplement #2 to the Agreement which is attached to this Resolution as Exhibit A, on February 25, 2025.
- WHEREAS, Supplement # 2 adds additional hours to the Agreement in the amount of \$40,000, for a total not to exceed amount of \$297,410.00 for the completion of the Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves Supplement #2, attached as Exhibit A, and approves funding in an amount not to exceed Two Hundred Ninety-Seven Thousand Four Hundred Ten Dollars (\$297,410.00) for the construction inspection services.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Legal Department, Aleksandrina Pratt
FROM: Engineering Department, Roy Aten
DATE: February 25th, 2025
RE: Supplement #2 to Construction Inspection Contract with
 Crossroad Engineers, PC, for the B-Line Extension Project

Contract Recipient/Vendor Name:	Crossroad Engineers, PC
Department Head Initials of Approval:	AC
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Roy Aten
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	25-164
Due Date For Signature:	2/25/2025
Expiration Date of Contract:	December 30 th , 2025
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	Original \$257,410.00 Sup #1 \$0 Sup #2 \$40,000.00 Final NTE \$297,410.00
Funding Source:	Consolidated TIF Bonds Proceeds, West 17 th Street Area, GL 4445-15-159006-53990
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This project is constructing a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17th Street. Additionally, the intersection of Crescent Road and Fountain drive has been realigned. This agreement will provide construction inspection services for the duration of the project. The Board awarded the original agreement to Crossroad Engineers on 07/19/2022 in the amount of \$257,410.00. Supplement #1 was approved by the Board on 03/12/24 and made changes to the labor rates but did not adjust the overall not to exceed amount. This Supplement #2 to the agreement will add additional hours to the agreement in the amount of \$40,000.00 for the completion of the project. The final not to exceed amount will be \$297,410.00. (Consolidated TIF, 17th Street Area, 4445-15-159006-53990). *(staff lead Roy Aten)*

SUPPLEMENTAL AGREEMENT NO. 2

This supplemental agreement is made and entered into on February 10, 2025, by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials (hereinafter referred to as "OWNER") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on July 19, 2022, enter into a contract for professional services for the B-Line Trail Extension project ("Project"), which was then amended by Supplemental #1 on January 28, 2024.

WHEREAS, OWNER desires the CONSULTANT to provide professional services necessary to complete the Construction Inspection for the Project.

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement the contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. APPENDIX D COMPENSATION is amended to read as follows:

The OWNER shall pay the CONSULTANT for additional services in the amount up to \$40,000 per the hourly rate schedule as approved in Supplemental #1 which brings the maximum amount payable under this Contract to a not exceed of \$297,410.

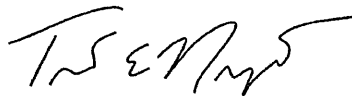
2. Except as herein modified, changed and supplemented, all terms of the original contract dated July 19, 2022 and Supplemental #1 dated March 22, 2023 shall continue in full force and effect.

Non Collusion - The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative,


agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.


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


CROSSROAD ENGINEERS, PC
(CONSULTANT)


Trent E. Newport, President

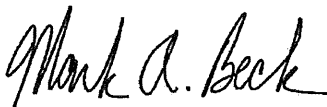
CITY OF BLOOMINGTON, INDIANA
(OWNER)

Signed by:

70B1F031F43E4C6...
Kerry Thomson, Mayor


Kyla Cox Deckard, Member BPW


Elizabeth Karon, Member BPW

Attest:


Mark Beck, Vice President

NOT PRESENT
James Roach, Member BPW

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$297,410.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 11

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was scoring grid used?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
------------------------------	--

Original agreement is a services contract, selection was based on the most qualified. This is a supplement to that agreement that will adjust the NTE by \$40,000.00

3. State why this vendor was selected to receive the award and contract:

Most qualified of the respondents.

Roy Aten

SPM

Engineering

Print/Type Name

Print/Type Title

Department

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

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

Project Manager: Roy Aten

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

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

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds² for right-of-way services and acquisitions, Additional federal funds¹ for construction in the amount of \$2,468,978.96 has been awarded to the project.

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

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018

INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

End Date: ~~May 31, 2025~~ September 30th, 2025

Financial Information:

Estimated full cost of project:	\$5,112,862.95 \$5,152,862.95
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$2,891,581.27 ¹
Consolidated TIF	\$2,006,831.68 ² \$2,046,831.68

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

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$122,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$528,252.89	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$3,114,714.70	Apr 2023 – Dec 2024 Apr 2023 – Sept 2025
6	Construction Engineering	\$257,410 \$297,410.00	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement
- Res. 24-34 – Approval of Funding for Railroad Flagging
- Res. 24-44 – Approval of Environmental Services for AECOM
- Res. 25-50 – Approval of Funding for Sup. #2 Construction Engineering**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

**25-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF THE PERMANENT REPAIRS OF THE SOUTH WALL OF THE MILL

- WHEREAS, the Trades District is a 12-acre portion of the Bloomington Certified Technology Park that is owned by the RDC;
- WHEREAS, on October 15, 2018, under Resolution 18-66, the City of Bloomington and the RDC entered into a property management agreement with Dimension Mill for the leasing and management of The Mill;
- WHEREAS, on December 18, 2023, under Resolution 23-111, the City of Bloomington and the RDC entered into Lease Extension and Modification Agreement with Dimension Mill for the leasing and management of The Mill;
- WHEREAS, under the 2023 Lease referenced above, in Section 4.03 Expenses, Repairs, and Maintenance, the Landlord (City of Bloomington and RDC) is “responsible for replacement, as needed, of the building structure”;
- WHEREAS, under Resolution 25-48 the RDC approved the temporary shoring of the south wall of the Mill due to its instability that was recently came to the attention of James Boruff, Operations and Facilities Director for the City of Bloomington Public Works;
- WHEREAS, said temporary shoring of The Mill’s south wall has been substantially completed;
- WHEREAS, permanent repairs are necessary to restore said wall to a structurally sound condition;
- WHEREAS, The Mill is a historical building and the historical integrity of the building must be preserved;
- WHEREAS, a scope of work for permanent repairs has been prepared that will address both the structural and historical integrity of The Mill as described in Exhibit 1;
- WHEREAS, the City of Bloomington Legal Department has prepared a written agreement with Umphress Masonry, Inc. in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) for the permanent repairs as Exhibit 2; and,
- WHEREAS, the RDC has determined that the permanent repairs of the south wall of The Mill are necessary to protect the structural and historical integrity of the building, a public asset.

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

1. The RDC approves the permanent repairs of the south wall of The Mill due to its instability and for the protection of the structural and historical integrity of the building and for the protection of the public and public assets.
2. The RDC approves the use of RDC funds, up to Five Hundred Thousand Dollars (\$500,000) to compensate for the emergency work done, to be paid from Fund Line 2519RDC.
3. The RDC authorizes City Staff to perform all activities and prepare and execute all documentation necessary to effectuate the purposes stated herein.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



Dana Kerr <dana.kerr@bloomington.in.gov>

South Wall at the Mill Update

James Boruff <boruffj@bloomington.in.gov>

Wed, Apr 16, 2025 at 10:39 AM

To: Gretchen Knapp <gretchen.knapp@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Anna Killion-Hanson <anna.killionhanson@bloomington.in.gov>, Jane Kupersmith <jane.kupersmith@bloomington.in.gov>, Dana Kerr <dana.kerr@bloomington.in.gov>, Anna Dragovich <anna.dragovich@bloomington.in.gov>, Margie Rice <margie.rice@bloomington.in.gov>

All,

Yesterday I met with Umphress Masonry and John Crane to confirm that the wall has been stabilized, develop a scope of work, estimate costs, develop a timeframe for repairs, and finalize the plans for usage of the event space. The details are as follows:

Wall Stabilization

There are a few elements of the shoring and interior stud wall that need to be finished, but John Crane is satisfied that the wall has been stabilized. This work will be completed by next Tuesday. Permanent repairs can begin immediately following its completion.

Scope of Work

I have attached the scope of work for the project. I will be getting with Dana to draft an agreement for the temporary shoring of the wall and a contract for the permanent repairs. The temporary shoring will have its own agreement and has proceeded on an emergency basis. I will be submitting a sole source purchase request to use Umphress Masonry for the permanent repairs. These both need to be on the agenda for the next RDC meeting, which I believe is on the 21st.

Costs

As relayed before, the not to exceed amount for the temporary shoring is \$100,000.00. The best cost estimate we could develop for the permanent repairs on this short of notice is not to exceed \$500,000.00. We purposely estimated these numbers on the high side so we would not have a large number of change orders and contract amendments. That being said, this is a 115 year old building. There may still be some hidden issues that are discovered when the wall is deconstructed that will raise costs and extend the timeline.

Timeline

The estimated time to complete the permanent repairs is 12 weeks, which would place the completion of the project during the first week of July. We purposely extend the completion date further than we actually think the work will take. Given that there will probably be some rain days, and there might be some unforeseen issues, we felt this was best. It would be better to open the facility earlier than promised than it would be to extend the closure of the space.

Usage of the Event Space

John Crane has signed off on The Mill using the space from the present until the permanent repairs begin, which should be next week. Once the permanent repairs begin, the space must be closed off and not used. He emphasized that this is critical because there is a significant risk when the wall is deconstructed and the temporary shoring is carrying the roof load.

As I have more information, I will forward it along to the group. If there is anyone else who should be included in these updates, please let me know. I have discussed some of the construction details with the staff at The Mill, but have not discussed such things as lost revenues or how to deal with cancelled events.

Thank You,

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

2 attachments



702517 - Dimension Mill South Wall Reconstruction Scope of Work.pdf
251K



702517 - Dimension Mill Summary of Actions-1, J. Crane.pdf
1892K



STRUCTURAL
ENGINEERING

City of Bloomington - Dept of Public Works
401 N Morton Street
Bloomington Indiana 47404

April 16, 2025

Attn: J.D. Boruff – Operations & Facilities Director

Re: Dimension Mill Building – Bloomington IN
South Wall Summary of Action(s)

J.D.,

In the report we submitted on April 4, 2025, we recommended that due to “leaning” of the South Wall, auxiliary supports should be installed immediately.

Later that day (4/4/25) various approaches to stabilization of the South wall were discussed.

The approaches that were discussed can somewhat be grouped into (2) categories:

- 1) Short term – intended to be in place for only the short period of time before brick removal & replacement would be begin (anticipated by 4/18/25). Components utilized in this short-term design were intended to be readily available, and were comprised of non-treated wood, shallow fasteners, components not protected from corrosion, and supports that are bearing (where possible) on the existing 4” slab-on-grade. The “design theory” is that since brick removal/replacement would occur immediately, the temp supports should be easy to install & re-rest, to coordinate with new work. Exposure to weather for extended time (corrosion, deterioration from weather exposure, etc) would not be a consideration.
- 2) Longer term – that required if wall reconstruction would be delayed (beyond 4/18/25) due to time required for administrative and other reasons. The “design theory” in this case would utilize all steel (no wood) components, thru-bolts instead of shallow surface fasteners and reinforced concrete footings for supports instead of bearing on slab on grade. All fasteners & components would be selected based on corrosion resistance. General use of the area outside of the construction zone would also be considered.

Based on previous experience, we assumed that (despite best efforts) brick removal/replacement activity would not commence by 4/18/25, so on 4/6/2025, we submitted a preliminary design for the “longer term” shoring (see BFWC Drawing 702517-S1)

Later that day (4/6/25), we were advised that brick removal & reconstruction was intended to be expedited, and would begin by the end of the week (by 4/18/25), and to abandon the “long-term” design approach.

So, we returned “to the drawing board” and completed the design of “short-term” temporary supports (see sketch forwarded in email of 4/7/2025).

On Tuesday 4/8/25, installation of these “short-term” temporary supports began.

Based on a brief visual inspection 4/16/25, these supports appear to have been substantially completed.

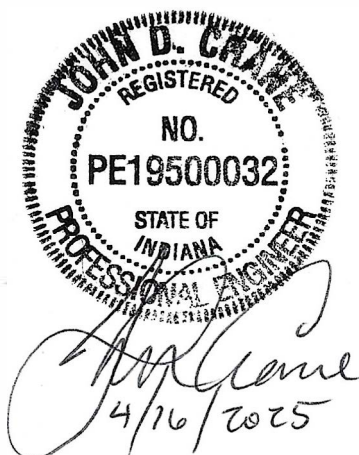
For the +/- 1 day (4/17/25) interim period between completion of the temporary wall supports and the beginning of wall replacement, the “general public” may use the room on the North side of the temporary dust wall.

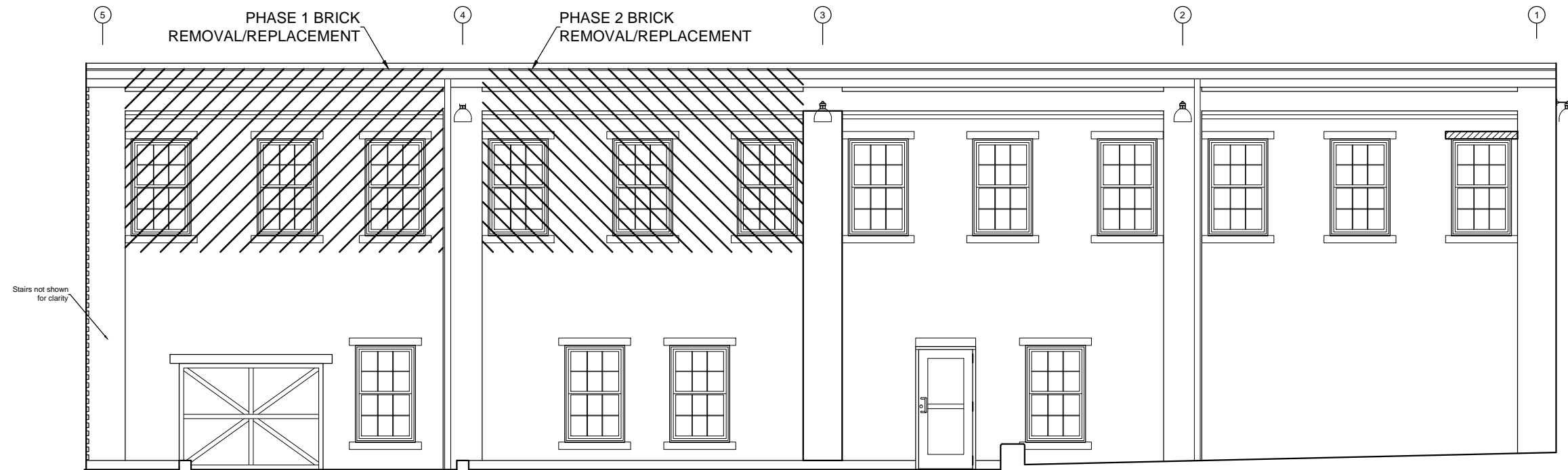
Beginning 4/18/2025, (anticipated start of reconstruction) we recommend that only essential construction personnel be allowed in the room adjacent to the work area until all related work has been completed.

Please let me know if you have any questions or would like to further discuss any of the details of this report.

Sincerely,

John Crane, P.E.





Dimension Mill South Elevation
Scale: Not to Scale

PROJECT SUMMARY:

This project consists of all labor, materials and equipment required to remove & re-install brick masonry in the areas indicated on this drawing. All items and accessories required for a complete Project are to be included. Work is intended to be sequenced as illustrated. All masonry work associated with Phase 1 shall be completed prior to starting Phase 2.

Due to the nature of the facility, all precautions necessary to prevent damage/harm to the building, occupants or the environment is expected to be taken.

It is intended that "saw-cuts" be made at the vertical extents of demolition at the edges of pilasters. Replacement brick units will be "toothed in".

GENERAL NOTES:

- Submit written documentation to Owner describing intended materials to be used if insufficient quantity of original/salvaged materials are available for re-installation.
- The Contractor shall erect and maintain temporary protective covers over walkways and at points of pedestrian entrance/exit for the duration of work. Prevent materials from coming into contact with people, lights, cameras, and other surfaces that could be harmed by such contact.
- Dispose of waste from demolition operations off site, by legal means, that prevents damage to the environment.
- Mortar may be removed with hand or powered equipment. Mortar removal shall not result in marks, chips, or damage to the brick units to be re-used.
- Contractor shall use original brick for all exterior surfaces.
- The mix design for the mortar to be used shall be provided by the Owner.
- All Masonry Work shall be in accordance with NCMA.

SCOPE OF WORK:

The Work shall include (but not be limited to) the following items:

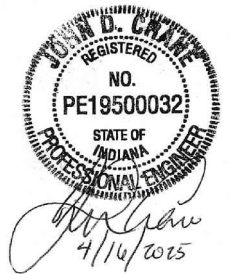
- Remove & Replace existing brick masonry in areas indicated.
- Remove & Re-install (or replace as required) limestone window heads & sills.
- Provide 4" CMU & 1/2"Ø anchor bolts @ 4'-0" c-c at existing joist bearing.
- Remove & Re-install Existing windows
- Remove & Re-install Existing interior window blinds
- Remove & Re-install Lighting, fixtures & Misc. Electrical (interior & exterior)
- Remove & Re-install portions of existing steel stairs as required.
- Reinstall all sidewalk pavers that have been displaced for Work
- Remove & Re-install downspouts. Provide temp drainage provisions during work
- Patch/Repair existing interior slab-on-grade (inside dust-wall area) from anchors, etc.
- Clean & Polish slab-on-grade (inside dust-wall area)
- Clean interior surfaces (inside dust-wall area).
- Repaint interior surfaces (inside dust-wall area) as required.
- Sequence the removal, relocation & re-setting of temporary shoring with work as required
- Remove all shoring equipment, scaffolding, dust-wall, etc, after work is complete

PROJECT LIMITS

The intent is for brick removal to terminate 8" below existing window sills. Should the existing brick masonry at this elevation be found to be deteriorated and un-satisfactory for support of new work, this should be reported to the Engineer & Owners Representative immediately. The project limits may be adjusted accordingly.

Dimension Mill
South Wall Reconstruction Details

Date: 4/16/2025 S1 Project No: 702517



BEWES
BFW Crane, Inc.
PO Box 41
Clear Creek, Indiana 47426

Exhibit 3
AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
UMPHRESS MASONRY, INC.
FOR
PERMANENT REPAIRS TO THE SOUTH WALL OF THE MILL

THIS AGREEMENT (the “Agreement”) is executed by and between the City of Bloomington, Indiana, and its Redevelopment Commission (collectively the “City”), and Umphress Masonry, Inc. (the “Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the City as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2025.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00). Contractor shall submit an invoice to the City upon the

completion of all Services. The invoice shall be sent to: Anna Killion-Hanson, City of Bloomington Redevelopment Commission, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is substantially complete. The retainage amount shall be placed in an escrow account with an escrow agent.

- a. **Retainage held by Escrow Agent.** The escrow agent shall be Yellow Cardinal Group Columbus, Indiana ("Escrow Agent"). The Escrow Agent, City and Contractor shall enter into a written escrow agreement. The Contractor shall work directly with the Escrow Agent to set up the account. The Escrow Agent shall invest all escrowed principal in obligations selected by the Escrow Agent. The Escrow Agent shall be compensated for its services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The Escrow Agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the Escrow Agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

The Escrow Agent shall hold the escrowed principal and income until receipt of the notice from City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of City, at which time City shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Escrow Agent to pay to the Contractor the funds in the escrow account, the part of the escrowed principal to be released from the escrow account and the person to whom that portion is to be released. After receipt of the notice, the Escrow Agent shall remit the designated part of the escrowed principal and the escrowed income, minus the Escrow Agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit City from requiring the Escrow Agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4(b).

- b. **Withholding Funds for Completion of Contract.** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, then the City may direct the Escrow Agent or the Board to retain and withhold from payment to Contractor an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the City. The Escrow Agent or the Board shall release the funds withheld under this section after receipt of notice from the City

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the City or another party under contract with the City, said funds shall be released to the City.

5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on the City's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
10. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
11. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

- a. Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
- b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. Cyber Attack and Cyber Extortion.
 - i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
 - ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
 - iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- f. Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.

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

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

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

- 14. Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 17. Assignment.** Neither the City nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington RDC	Umphress Masonry, Inc.
Attn: Anna Killion-Hanson	Attn: Dave Umphress
401 North Morton Street, Suite 200	1094 Erie Church Road
Bloomington, Indiana 47404	Bedford, Indiana 47421

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

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

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

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

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

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

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

[Signatures are on the following page.]

CITY OF BLOOMINGTON RDC
BY:

Deborah Myerson, President DATED

John West, Secretary DATED

Margie Rice, Corporation Counsel DATED
City of Bloomington

UMPHRESS MASONRY, INC.
BY:

(Name Signed) DATED

(Name Printed)

(Title)

EXHIBIT “A”

SCOPE OF WORK

The Services shall include the following:

EXHIBIT “B”

PROJECT SCHEDULE

EXHIBIT “C”

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

EXHIBIT "D"

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ of the Contractor.
(job title)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."
4. The projected employment needs under the award include the following: _____

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

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

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

Signature

Printed name

25-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PAYMENT OF LIMESTONE BLOCKS FOR HOPEWELL EAST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); 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), including the Phase 1 East redevelopment (“Project”); and
- WHEREAS, as part of the completion of the Project, the RDC is installing 14 variegated limestone pieces (“Services”); and
- WHEREAS, Standish Stone LLC has submitted an invoice to the RDC for the Services in an amount equaling \$29,250.00, which 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 Exhibit B.

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 authorizes the Controller to expend an amount not to exceed \$29,250.00 from the Consolidated TIF to pay for the Services (“Payment”). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, Vice President

ATTEST:

John West, Secretary

Date

STANDISH STONE LLC

697 STANDISH STEEL ROAD
BEDFORD, IN 47421

Mill: 2970 N. Prow Road
Bloomington, IN 47404

Phone: (812) 583-7165
Email: mike@standishstone.com

Estimate

Date	Estimate #
2/21/2025	1846

[illegible]

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 Kunec (JS Held)~~, **Anna Dragovich**

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:	\$37,987,067 \$38,089,712
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,617,333 \$31,719,977
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 \$1,749,941.83	2018-2023 2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,708,466.23 \$7,771,230.23	2020-2023 2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20 \$495,765.20	Apr. 2023 – Nov. 2023 2025
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

Redevelopment Commission Resolution 25-52
Exhibit B

	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	\$18,003,102.94 \$18,032,352.94	June 2021 – Dec. 2024 2025
	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
	7e(vi) CO Package #4	\$162,332.93	2025
	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
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
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

Redevelopment Commission Resolution 25-52
Exhibit B

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	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
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
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TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

2018

- 18-13 Project 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
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 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 Cassidy 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 1 st Street Reconstruction for Hopewell
<u>2024</u>	
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
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1st Street Construction Inspection
- 25-52 Approval Funding for Limestone Blocks at Hopewell East

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____