

**Bloomington Urban Enterprise Association  
Board Meeting  
December 16, 2020**

Join Zoom Meeting

<https://bloomington.zoom.us/j/97597816930?pwd=VVFyTlcwbkVuV2FaRUhTK1YzMm1vUT09>

Meeting ID: 975 9781 6930

Passcode: 874342

**Roll Call**

**I. Approval of Minutes**

- Postpone November minutes until January

**II. Reports from Officers and Committees**

- Financial Report
- Director's Report
  - i. Waldron Façade Grant reimbursement and approval
  - ii. Draft Budget presentation and approval

**III. New Business**

- **City Arts Program update –Sean Starowitz**
- **2020 meeting dates:**

January 13	July 14
February 10	August 11
March 10	September 8
April 14	October 13
May 12	November 10
June 9	December 8

**IV. Unfinished Business**

**V. General Discussion**

**VI. Adjournment**

**Next BUEA Meeting will be on Wednesday, January 13, 2021**

**Bloomington Urban Enterprise Association  
Profit & Loss Prev Year Comparison  
January through November 2020**

	<u>Jan - Nov 20</u>	<u>Jan - Nov 19</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Business Zone Loan Interest	283.74	679.33	-395.59	-58.23%
Late Fees - Zone Loans	32.76	0.00	32.76	100.0%
RDC Participation Fee	9,961.35	0.00	9,961.35	100.0%
Zone Membership Fees	603,637.92	731,453.79	-127,815.87	-17.47%
<b>Total Income</b>	<u>613,915.77</u>	<u>732,133.12</u>	<u>-118,217.35</u>	<u>-16.15%</u>
<b>Expense</b>				
Advertising and Promotion	0.00	5,000.00	-5,000.00	-100.0%
Dues & Subscriptions	0.00	16,152.00	-16,152.00	-100.0%
<b>Grants</b>				
Facade Grants	0.00	10,000.00	-10,000.00	-100.0%
School Grants	31,200.00	33,360.00	-2,160.00	-6.48%
Zone Arts Grants	79,254.84	28,826.94	50,427.90	174.93%
<b>Total Grants</b>	<u>110,454.84</u>	<u>72,186.94</u>	<u>38,267.90</u>	<u>53.01%</u>
Insurance Expense	2,247.05	2,150.00	97.05	4.51%
Office Supplies	0.00	22.00	-22.00	-100.0%
<b>Professional Fees</b>				
Accounting	0.00	1,060.00	-1,060.00	-100.0%
<b>Total Professional Fees</b>	<u>0.00</u>	<u>1,060.00</u>	<u>-1,060.00</u>	<u>-100.0%</u>
<b>Professional Services</b>				
Ivy Tech	0.00	16,000.00	-16,000.00	-100.0%
SBDC	0.00	14,000.00	-14,000.00	-100.0%
<b>Total Professional Services</b>	<u>0.00</u>	<u>30,000.00</u>	<u>-30,000.00</u>	<u>-100.0%</u>
<b>Scholarships</b>				
Business Scholarships	3,464.59	2,088.00	1,376.59	65.93%
Resident Scholarships	2,400.00	1,200.00	1,200.00	100.0%
<b>Total Scholarships</b>	<u>5,864.59</u>	<u>3,288.00</u>	<u>2,576.59</u>	<u>78.36%</u>
<b>Special Projects</b>				
Lemonade Day	2,500.00	2,500.00	0.00	0.0%
Miscellaneous	5,000.00	0.00	5,000.00	100.0%
Special Projects - Other	0.00	1,000,000.00	-1,000,000.00	-100.0%
<b>Total Special Projects</b>	<u>7,500.00</u>	<u>1,002,500.00</u>	<u>-995,000.00</u>	<u>-99.25%</u>
<b>Total Expense</b>	<u>126,066.48</u>	<u>1,132,358.94</u>	<u>-1,006,292.46</u>	<u>-88.87%</u>
<b>Net Ordinary Income</b>	<u>487,849.29</u>	<u>-400,225.82</u>	<u>888,075.11</u>	<u>221.89%</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	5,609.16	4,042.50	1,566.66	38.76%
<b>Total Other Income</b>	<u>5,609.16</u>	<u>4,042.50</u>	<u>1,566.66</u>	<u>38.76%</u>
<b>Net Other Income</b>	<u>5,609.16</u>	<u>4,042.50</u>	<u>1,566.66</u>	<u>38.76%</u>
<b>Net Income</b>	<u><u>493,458.45</u></u>	<u><u>-396,183.32</u></u>	<u><u>889,641.77</u></u>	<u><u>224.55%</u></u>

**Bloomington Urban Enterprise Association**  
**Balance Sheet Prev Year Comparison**  
As of November 30, 2020

	<u>Nov 30, 20</u>	<u>Nov 30, 19</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
<b>Cash &amp; Cash Equivalents</b>				
<b>First Financial Bank</b>				
FFB - Checking	-4,087.61	-3,456.85	-630.76	-18.25%
FFB - Money Market	82.35	290,068.00	-289,985.65	-99.97%
FFB - Savings	1,723,529.97	1,316,155.33	407,374.64	30.95%
<b>Total First Financial Bank</b>	1,719,524.71	1,602,766.48	116,758.23	7.29%
German American Bank	214,652.83	212,831.70	1,821.13	0.86%
IU Credit Union	203,013.53	202,675.12	338.41	0.17%
Peoples State Bank	103,483.63	102,748.27	735.36	0.72%
<b>Total Cash &amp; Cash Equivalents</b>	2,240,674.70	2,121,021.57	119,653.13	5.64%
<b>Total Checking/Savings</b>	2,240,674.70	2,121,021.57	119,653.13	5.64%
<b>Accounts Receivable</b>				
Accounts Receivable	36,751.50	36,751.50	0.00	0.0%
<b>Total Accounts Receivable</b>	36,751.50	36,751.50	0.00	0.0%
<b>Total Current Assets</b>	2,277,426.20	2,157,773.07	119,653.13	5.55%
<b>Other Assets</b>				
CDFI Friendly Bloomington	290.00	0.00	290.00	100.0%
<b>Notes Receivable - Long Term</b>				
Big Brothers Big Sisters	25,000.00	0.00	25,000.00	100.0%
Big Time Trading	25,000.00	0.00	25,000.00	100.0%
Blooming Pets Alive	10,000.00	0.00	10,000.00	100.0%
Bloomington Massage & Body Work	20,000.00	0.00	20,000.00	100.0%
BTown Beauty Supply	15,000.00	0.00	15,000.00	100.0%
Gaian Hands	7,000.00	0.00	7,000.00	100.0%
KC Designs	20,000.00	0.00	20,000.00	100.0%
Lash Envy	5,170.00	0.00	5,170.00	100.0%
Michael's Uptown Cafe	11,388.78	11,944.34	-555.56	-4.65%
My Fin, The Tap	12,291.69	13,961.92	-1,670.23	-11.96%
My Sport's Locker	50,000.00	0.00	50,000.00	100.0%
PALS	25,000.00	0.00	25,000.00	100.0%
Project School	-893.64	-893.64	0.00	0.0%
Red Tire Cab	12,000.00	0.00	12,000.00	100.0%
Sew Secret	5,000.00	0.00	5,000.00	100.0%
Spiral Bodies	19,000.00	0.00	19,000.00	100.0%
The Owlery LLC	10,173.34	10,619.04	-445.70	-4.2%
The Right Hand Lady LLC	6,000.00	0.00	6,000.00	100.0%
Topolgus Investments	15,972.15	15,972.15	0.00	0.0%
Vanishing Aesthetics	50,000.00	0.00	50,000.00	100.0%
<b>Total Notes Receivable - Long Term</b>	343,102.32	51,603.81	291,498.51	564.88%
<b>Total Other Assets</b>	343,392.32	51,603.81	291,788.51	565.44%
<b>TOTAL ASSETS</b>	<u>2,620,818.52</u>	<u>2,209,376.88</u>	<u>411,441.64</u>	<u>18.62%</u>

**Bloomington Urban Enterprise Association**  
**Balance Sheet Prev Year Comparison**  
 As of November 30, 2020

	<u>Nov 30, 20</u>	<u>Nov 30, 19</u>	<u>\$ Change</u>	<u>% Change</u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
Accounts Payable	19,279.95	19,279.95	0.00	0.0%
<b>Total Accounts Payable</b>	<u>19,279.95</u>	<u>19,279.95</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Current Liabilities</b>	<u>19,279.95</u>	<u>19,279.95</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Liabilities</b>	19,279.95	19,279.95	0.00	0.0%
<b>Equity</b>				
<b>Opening Balance Equity</b>	1,565,019.23	1,565,019.23	0.00	0.0%
<b>Unrestricted Net Assets</b>	543,060.89	1,021,261.02	-478,200.13	-46.82%
<b>Net Income</b>	493,458.45	-396,183.32	889,641.77	224.55%
<b>Total Equity</b>	<u>2,601,538.57</u>	<u>2,190,096.93</u>	<u>411,441.64</u>	<u>18.79%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,620,818.52</u></u>	<u><u>2,209,376.88</u></u>	<u><u>411,441.64</u></u>	<u><u>18.62%</u></u>

# Memo

**To:** Jane Kupersmith; Bloomington Enterprise Association

**From:** Conor Herterich, Historic Preservation Program Manager, HAND

**Date:** November 30, 2020

**Re:** Waldron Arts Center Building (122 S. Walnut) Historic Façade Grant

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I initially worked with Paul Daily of Ivy Tech on the project application and work scope (attached). He estimated that the project budget would be \$40,000, and asked for 20,000 (10k per façade). This is the maximum allotment under the grant rules. The project scope, as mentioned in the MOA and stated in the application, was to repoint the masonry, repair/replace broken stone, and refinish the front entrance on Walnut St. I was not able to attend the BUEA meeting where the project was approved (June 2019), so Brian Payne stood in for me.

Sometime in 2020 Paul left Ivy Tech and the project was overtaken by Doug Giles. During this time the project scope was changed to just tuck pointing. I was not made aware of any of these changes in personnel or project scope. In fact, I did not know the status of the project until November 19th, 2020, when Doug contacted Jane and wanted to know what was needed to receive the grant funding. I scheduled a walkthrough with Doug so I could verify that the work was completed. I was disappointed to learn that only tuck pointing was completed. None of the broken/chipped limestone on the first level were repaired or replaced. The door was not refinished. Doug gave me receipts for the tuck pointing that totaled \$29,974.94. I wrote a memo that certified work was complete and asked that the BUEA release \$14,987 (50% of project cost).

Doug contacted me and wanted to know why the total did not account for the \$8,414 that Ivy Tech paid in architecture and engineering work to the Tabor and Bruce firm. I told him that I was of the impression that the grant generally did not cover soft costs, and understood that the project application did not include A&E work as part of the project scope or operating budget. Doug produced an email chain (attached) that confirms that Brian Payne made the statement that A&E work is covered by the grant.

In summation, Doug is requesting an additional \$4,207 which is 50% of the A&E cost. This would bring the total amount granted to Ivy Tech for this project up to \$19,194. This is still below the \$20,000 that was requested in the application.

Sincerely,

Conor Herterich



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Bloomington Urban Enterprise Association



## **Historic Façade Grant Application**

**Return to:**  
Showers City Hall, Room 130  
401 N. Morton  
P.O. Box 100  
Bloomington, IN 47402  
(812) 349-3805



## Historic Façade Grant Program Application

The information collected below will be used to determine whether the project qualifies for funding by the Bloomington Urban Enterprise Association. All information will be kept confidential.

<b>Applicant Information:</b>	
Applicant (include the names of all partners): <b>Ivy Tech John Waldron Arts Center</b>	Phone: <b>(812) 330-4400</b>
Applicant Address (include Zip Code): <b>122 S Walnut St., Bloomington, IN 47401</b>	
Address of the Property to be renovated (include Zip Code): <b>Same as above</b>	
Ownership: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Specify: _____ ) <input checked="" type="checkbox"/> <b>Non-Profit Organization</b> <input type="checkbox"/> Association (Specify: _____ )	
Federal ID No.: <u>351180631</u>	
Year of incorporation: <u>1963</u> Length of time at this location: <u>9 years</u>	
Contact Person: <u>Paul Dailly</u> Tel: ( <u>812</u> ) <u>330-6240</u>	
Please give a brief description of your business/organization: <b>The Ivy Tech John Waldron Arts Center is a community college arts center that supports artists and arts organizations. It also provides space to WFHB rent-free.</b>	
Have you participated in any Zone tax incentives? Yes <input type="checkbox"/> <input checked="" type="checkbox"/> <b>No</b>	
If so, which ones?	
Requested amount of BUEA funds \$ <b>20,000.00</b>	
<b>Project Description:</b> The building is over one hundred years old, and the limestone facade is showing signs of wear. In places, daylight can be seen through the wall, there are stones that crumble when touched, and rusting metal is pushing pieces of stone off. Please see the attached document for some examples. We are looking to repair the stonework, as originally intended.	



\*Please include drawings or photographs illustrating proposed changes to the façade.

**Economic Impact:**

Total number of jobs at location: 4 FT, 45PT Number of new jobs added from project: 0

Are the new jobs: FT (# 0) PT (# 0)

Average management/professional staff wage: \$52,000 Average service staff wage: 0

Average wage for new jobs: N/A

Do these new jobs have benefits: Yes No

Please describe:

Please estimate how BUEA funds will be spent:

Total Façade Cost: \$ 40,000.00

BUEA Funds Requested: \$ 20,000.00

Project Balance: \$ 20,000.00

Source for Funding: Operating budget

Loan: \$ 0

Cash: \$ 20,000.00

Site improvements: \$ \_\_\_\_\_

Other (describe): \$ \_\_\_\_\_

Do you have clear title to the property?

Yes  No

Total Estimated Cost of Overall Project:

\$40,000.00

Estimated construction start date:

May 15, 2019

Estimated construction completion date:

June 28, 2019

Do you have access to an older or archival photograph of the building?

Yes  No

Have you discussed this project with the City Planning Department? If yes, please attach copy of approval letter. If no, please specify date of meeting.

Yes  No (Meeting date: \_\_\_\_\_ )

Is this property historically eligible?

Yes  No

Have you hired a contractor?

Yes  No If yes, who? \_\_\_\_\_ Address: \_\_\_\_\_

Will the contractor or subcontractors be Zone businesses?

Yes No If yes, list: Unknown, must go through bid process

Have you contacted and worked with the HAND Historic Preservation Program Manager in order to produce an appropriate restoration/rehabilitation plan for the façade?

Yes  No

Have you received funding for façade rendering through the Historic Preservation Commission?

Yes  No

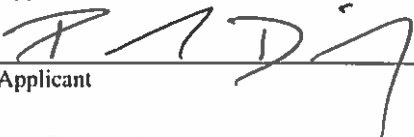
**The following must be included for submission:**

- Completed application with signatures and dated
- Copy of Deed to property, if applicable
- Offer to Purchase, if applicable
- Exterior drawing or rendering of proposed work
- Project specifications/work write up with estimates
- Zoning compliance/approval letter, if applicable
- Pro Forma Operating Budget
- Project Timeline

I hereby certify that the information provided in this application and supporting documentation is given for the purposes of obtaining financial assistance from the Bloomington Urban Enterprise Association (BUEA) and is true and complete to the best of my knowledge.

Jennie Vaughan  
Jennie Vaughan (Mar 29, 2019)

Applicant

  
Applicant

Mar 29, 2019

Date

Mar 29, 2019

Date

# Ivy Tech John Waldron Arts Center

## BUEA Historic Façade Grant Application



Above, the front of the building, the east-facing façade, needs tuckpointing to keep the integrity of the building as well as to make sure no substantial work is needed in the future.

The following are instances of limestone that was soft and is now able to be brushed away, causing the stones to need to be replaced:



The front door needs work on the stone, the wood, and the hardware:



Woodwork that needs stained and re-finished:



Woodwork and hardware that needs repaired/replaced:





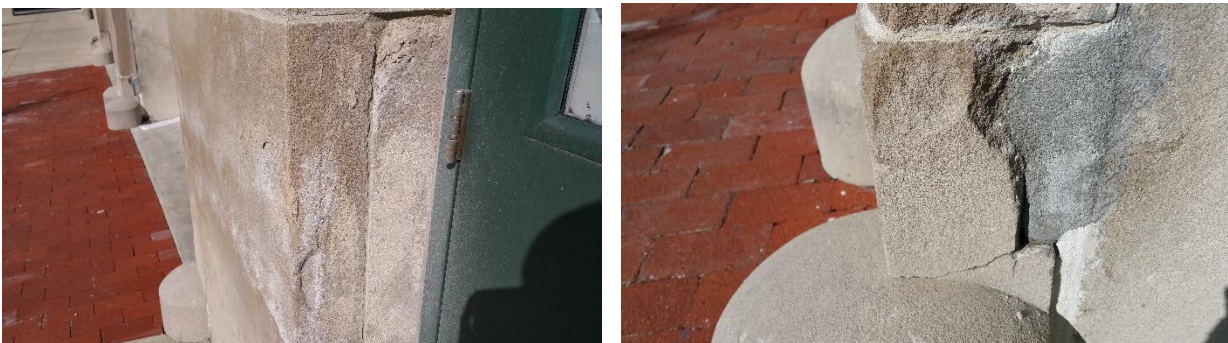
More stonework that needs replaced:



The Ivy Tech Waldron south-facing façade also includes WFHB's façade as tenants in the building.



The stonework around the garage doors has been damaged and needs replaced.



Stonework is chipped and cracked.



### **Pro Forma Operating Budget**

In consultation with Umphress Masonry, Inc., the Ivy Tech Waldron understands that there is both no way for a masonry company to know what they're getting into with any given project, as well as almost limitless work to be done. At their suggestion, we would be seeking bids for work "Not to Exceed", and cap the work at \$40,000. We would then work with a company to prioritize the work, starting with sealing the building so there would no longer be any daylight able to be seen through the wall from inside the building, as well as replacing the soft stone. We would move on to other damage as detailed in this proposal as money allowed.

For this fiscal year, we have funds held back that will allow us to match the grant funds of \$20,000, allowing substantial work to be done on the building to secure it for future community use.

### **Timeline**

Post public bid notice: April 8

Close public bid notice: April 23

Choose vendor: April 25

Begin work: May 15

Finish work: June 28

**REAL ESTATE CONVEYANCE AGREEMENT**

This Real Estate Conveyance Agreement ("Agreement") is entered into this 5<sup>th</sup> day of MAY 2010, by and between the City of Bloomington ("City") and Ivy Tech Community College of Indiana ("Ivy Tech"), a public, two-year college and instrumentality of the State of Indiana existing under IC 21-22 et seq.

**RECITALS**

- A. The City owns real property (hereinafter referred to as "Real Estate") of historic and architectural significance in Bloomington, Indiana, commonly known as the John Waldron Arts Center and located at 122 S. Walnut, in Monroe County, Indiana, which is more particularly described as follows:
- Lot 91, City of Bloomington, as recorded in Book A, Page 5 (Office of Recorder) Section 33, Township 9 North, Range 1 West, Monroe County, Indiana. Containing 0.2 acres.*
- B. Pursuant to IC 36-1-11-3, the City desires to convey the Real Estate to Ivy Tech and, pursuant to its governing authority, Ivy Tech desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the Quitclaim Deed executed in connection with this Agreement, the City and Ivy Tech covenant and agree as follows:

**TERMS AND CONDITIONS**

1. **Agreement to Convey:** The City agrees to convey the Real Estate to Ivy Tech for One Dollar (\$1.00) and for other valuable consideration described in this Agreement. Ivy Tech agrees to accept the Real Estate from the City.
2. **Use of Real Estate:** The City's conveyance is subject to the following restrictions:
  - A) At all times after the Real Estate is conveyed, no less than seventy percent (70%) of the Real Estate shall be operated as a community arts center, as further described in this paragraph A. For purposes of this Agreement, the term "community arts center" shall mean that the Real Estate shall be used by and for the educational, artistic, or cultural benefit of community groups, Ivy Tech students, individuals and the general public of the City of Bloomington, Indiana, and surrounding communities and shall be fully operational and able to accept members of the general public during reasonable, regularly-scheduled business hours for educational, artistic, or cultural courses, programs, or activities.
  - B) The Real Estate has been in continuous use as a community arts center for the benefit and enrichment of the public and the citizens of the City of Bloomington since its renovation in the early 1990s and its dedication as the John Waldron Arts Center. Accordingly, Ivy Tech shall not rename or amend in any manner the name of the Real Estate or the named spaces within the Real Estate. However, Ivy Tech shall be free to install signage that is



consistent with its ownership and use of the Real Estate and to name other spaces within the Real Estate. Ivy Tech shall maintain space within the Real Estate for the purpose of providing art and cultural educational opportunities consistent with Ivy Tech's mission and for use by the general public, including but not limited to performance venues and space for arts education and for exhibition of visual arts.

- C) Until such time as Bloomington Community Radio, Inc. ("WFHB") ceases operations or its governing body or board elects otherwise, if ever, Ivy Tech shall allow WFHB to occupy the space within the Real Estate that it has occupied as a tenant under a lease since July 1, 1992, for WFHB community radio operations. Said space is approximately two thousand, two hundred and twenty three (2,223) square feet, and is separate from the space referenced in paragraphs A and B above. WFHB currently operates in the space pursuant to a lease between WFHB, as tenant, and Bloomington Area Arts Council, as landlord. Ivy Tech and WFHB have entered into a non-binding Letter of Intent with regard to amendment or replacement, or both, of the current lease. A copy of the Letter of Intent, which is identified as Exhibit A, is attached to and incorporated into this Agreement.
- D) Ivy Tech shall purchase from the City the fixtures, equipment and property listed on "Exhibit B", which is attached to and incorporated into this Agreement. Ivy Tech shall pay the City the sum of One Hundred Fifty Thousand Dollars (\$150,000) on or before Closing, and the City shall deliver the fixtures, equipment and property and appropriate documentation for the transfer of ownership on the date of Closing.
3. **Existing Contracts:** Ivy Tech understands that contracts for use of the Real Estate exist and were executed prior to the conveyance. Those contracts are listed on "Exhibit C", which is attached to and incorporated into this Agreement. Ivy Tech shall service all of those contracts under the terms of the contracts.
4. **Advisory Committee:** Ivy Tech shall establish a special program advisory committee to receive community input and advise Ivy Tech regarding arts and cultural programming for the Real Estate. The committee shall be selected and operate in a manner that is consistent with the manner in which other Ivy Tech program advisory committees are selected and operate. The committee shall not have any governance, management or building-operations oversight. The committee shall be in existence throughout the term of Ivy Tech's ownership of the Real Estate.
5. **Transfer Back to City:** As part of the consideration for this conveyance, Ivy Tech, for itself, its successors and assigns, agrees to be bound by and shall fully comply with all terms of this Real Estate Conveyance Agreement. If at any time after the conveyance, Ivy Tech fails to comply with the terms of the Real Estate Conveyance Agreement, then the Real Estate herein conveyed and quitclaimed together with any improvements shall, upon thirty (30) days written notice to Ivy Tech, revert to the City, unless compliance with these terms and conditions occurs during said thirty (30) day period. The City may initiate a civil action to enforce the terms and conditions of this Agreement.
6. **No Liens:** Without the City's prior written approval, Ivy Tech shall not sell, transfer, dispose, assign, or encumber the Real Estate in any manner nor shall Ivy Tech permit any lien of any type to attach to the Real Estate. However, this paragraph does not apply to an assessment imposed by a unit of government for services provided to the Real Estate, such as

an assessment for utility, storm water, or solid waste fees. In the event Ivy Tech violates this paragraph, it shall be considered a default of this Agreement to which Paragraph 5 above shall apply.

7. **Maintenance of Real Estate:** Ivy Tech shall keep the Real Estate in good repair based on the maintenance standards that Ivy Tech utilizes for its properties located throughout the State of Indiana. Ivy Tech shall insure the Real Estate, and the personal property and fixtures contained in the Real Estate which are necessary for the operation of the Real Estate as a community arts center, against loss, damage, or destruction. Ivy Tech shall insure the property in a manner that is consistent with the manner in which it insures its property located throughout the State of Indiana.
8. **Assessments prior to Conveyance:** The City and Ivy Tech acknowledge that an environmental assessment of the Real Estate was conducted prior to the conveyance by Ivy Tech and, pursuant to IC 36-1-11-4(b), an appraisal was obtained by the City. Copies of each were exchanged between the City and Ivy Tech. Ivy Tech agrees it was provided the opportunity to inspect the Real Estate prior to conveyance and relies upon the condition of the Real Estate based upon Ivy Tech's own examination and releases the City and its directors, officers, employees and agents from any and all liability relating to any defect or deficiency affecting the Real Estate. As stated in paragraph 11, said release shall survive the Closing. Ivy Tech accepts the Real Estate "AS IS" and the City makes no warranties of any kind in respect to the Real Estate.
9. **Quitclaim Deed and Other Documents:** The City agrees to deliver a quitclaim deed to the Trustees of Ivy Tech Community College of Indiana at Closing. The City and Ivy Tech also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
10. **Taxes:** City acknowledges that the Real Estate is currently exempt from property taxation and shall continue to be so after the Real Estate is transferred from the City to Ivy Tech.
11. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the quitclaim deed.
12. **Covenants and Assurances:**
  - A. The City and Ivy Tech acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority including, but not limited to, authorization by Ivy Tech Community College of Indiana's Board of Trustees, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
  - B. Ivy Tech shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Ivy Tech.
  - C. This Agreement constitutes the sole and only agreement between the City and Ivy Tech and supersedes any prior understanding or written or oral agreements between the City and Ivy Tech respecting the transaction.

D. This Agreement shall be construed according to the laws of the State of Indiana.

- 13. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 14. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the City and Ivy Tech.

IN WITNESS WHEREOF, the City and Ivy Tech have executed this Agreement as of the dates set forth below.

CITY OF BLOOMINGTON

By: [Signature]  
Mark Kruzan, Mayor

Date: 5.5.10

IVY TECH COMMUNITY COLLEGE OF INDIANA

By: [Signature]

Date: 5-5-10

BOARD OF PUBLIC WORKS

By: [Signature]  
President, Board of Public Works

Date: 5/5/10

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Mark Kruzan, Mayor of Bloomington, and executed the foregoing Real Estate Conveyance Agreement this 5th day of May, 2010.

My Commission Expires: 9-24-2014  
Monroe  
County of Residence

[Signature]  
Notary Public  
Heather Whitlow  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for the State of Indiana, personally appeared, James M. Dumava  
<sup>Vice</sup> President, City of Bloomington Board of Public Works, and executed the foregoing Real Estate  
Conveyance Agreement this 5<sup>th</sup> day of May, 2010.

My Commission Expires:  
6/22/15

Monroe  
County of Residence

Penny S. Myers  
Notary Public

Penny S. Myers  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared  
John Whitehart, on behalf of Ivy Tech Community College of Indiana and executed  
the foregoing Real Estate Conveyance Agreement this 5<sup>th</sup> day of May, 2010.

My Commission Expires:  
6/22/15

Marion  
County of Residence

Penny S. Myers  
Notary Public

Penny S. Myers  
Printed Name

This instrument was prepared by Margie Rice, City Attorney for the City of Bloomington, Indiana, 401  
N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Margie Rice, affirm under the penalties for perjury that I have taken reasonable care to redact each  
Social Security number in this document, unless required by law.

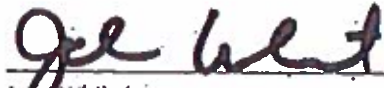
Margie Rice  
Margie Rice

EXHIBIT A

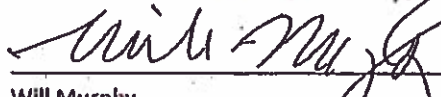
This Non-Binding Letter of Intent is entered into on the dates as hereinafter written, by and between Ivy Tech Community College ("Ivy Tech") and Bloomington Community Radio, Inc. ("WFHB"), with regard to Ivy Tech's acquisition of the John Waldron Arts Center (the "Facility"), the continuing operation of WFHB's community radio station from the adjoining firehouse (the "Firehouse"), and the existing lease controlling WFHB's leasehold interest in the Firehouse.

1. Deed Restrictions. Ivy Tech will accept the Facility with deed restrictions currently applicable thereto: no less than 70% of the facility used as a community arts center for the educational, artistic, and cultural benefit of community groups, Ivy Tech students, individuals and the general public of Bloomington and surrounding communities. Ivy Tech guarantees that, until such time as WFHB ceases operations or its governing board elects otherwise, if ever, WFHB shall continue its operations from the Firehouse space it currently occupies, rent-free. Ivy Tech will cooperate with WFHB in accounting for and documenting the value of any in-kind contributions, as necessary for grant applications and compliance.
2. Recognition. WFHB and Ivy Tech shall work together to establish appropriate on-air recognition for Ivy Tech's relationship to the Facility and its contributions to WFHB.
3. Independence. WFHB shall operate in the Firehouse as an independent and autonomous radio station. In no fashion and at no time shall Ivy Tech seek to approve, influence, censor, or otherwise oversee the management, operations, or programming of WFHB, as set out by the current lease for the premises.
4. Improvements. Ivy Tech will consult with WFHB on any owner-funded improvements that affect WFHB's premises or operations. Ivy Tech shall maintain the Facility and the Firehouse structural improvements consistent with the prevailing commercial landlord-tenant standards, consistent with the existing lease.
5. WFHB use of Other Facility Space. WFHB shall be entitled to use other portions of the Facility, such as the Firebay for "Saturday's Child" or similar broadcasts, or for volunteer and other meetings, on the same basis as such use is granted to others. Ivy Tech agrees to offer discounted rental rates, or make such use "cost free," in exchange for appropriate underwriting or sponsor recognition of equal value, consistent with FCC and other requirements to maintain WFHB's status.
6. Expenses. WFHB shall be responsible for its own direct actual expenses, including utilities, HVAC system maintenance, non-structural interior repairs, custodial, and the station antenna.
7. Collaboration. Ivy Tech and WFHB, recognizing the opportunities for collaboration at the Facility and the Firehouse, will work together to identify mutually beneficial opportunities that further the mission of the organizations; for example: non-paid internships for Ivy Tech business and marketing students to work with WFHB staff, opportunities for WFHB staff to voluntarily serve as advisors to Ivy Tech student groups, and opportunities for credentialed WFHB staff to take paid adjunct teaching assignments for Ivy Tech.

IVY TECH COMMUNITY COLLEGE

  
\_\_\_\_\_  
John Wilkehart  
Chancellor  
Date: 5-4-10

BLOOMINGTON COMMUNITY RADIO, INC.

  
\_\_\_\_\_  
Will Murphy  
General Manager  
Date: 5.4.10

City of Bloomington and Bloomington Area Arts Council Agreement  
EXHIBIT B

**Classroom Equipment**

**Kiln Room**

- 2 electric kilns
  - 3 drying racks
  - 2 kiln screen
- Assorted boxes of pyrometric cones

**Ceramics Lab**

- 9 pottery wheels
  - 9 stools
  - 1 slab roller
  - 2 craft tables
  - 1 wedging table
  - 1 glaze counter
  - 1 clay extruder
  - 2 raw materials cabinets
  - 9 drying racks
  - 3 rolling carts
  - 2 clay barrels on rolling carts
  - 2 electric fans
- Tool shelves with hand tools  
Clay and glaze materials

**Large Classroom**

- 11 metal easels
  - 2 drying racks
  - 9 painting benches
  - 4 standalone supply cabinets
  - 1 TV/VCR and rolling cart
- Art materials and tools

**Small Classroom**

- 1 worktable
  - 1 jewelry kiln
  - 1 standalone locker unit
  - 1 vacuum caster
  - 2 flexshaft dremels
  - 2 vices
  - 2 polishers
  - 2 settling tank jewelry torches
- Jewelry making equipment, tools and materials

**Preschool Classroom**

- 2 preschool tables

10 preschool chairs

### **Gallery and Gift Shop Equipment**

#### **Rosemary P. Miller Gallery**

1 Pedestal (for guest book)  
Miscellaneous exhibition hardware and hanging supplies

#### **Gallery Gift Shop**

1 sales counter  
1 canvas print rack  
Miscellaneous shelving and display units

#### **Education Gallery**

1 wooden table  
8 wooden chairs  
1 locker unit

### **Building Equipment by location**

#### **Firebay Lobby/ 4<sup>th</sup> Street Entry Way**

1 standing brochure rack  
1 hanging brochure rack

#### **Auditorium Lobby**

1 ticket counter/ bar

#### **Auditorium Loft**

35 pedestals  
2 wooden easels  
6 wooden chairs

### **Building Equipment throughout the building**

#### **Tables, Seating, and Risers**

##### **3'x3' risers:**

3 7" height  
3 14" height  
3 21" height

##### **6'x3' risers:**

11 7" height  
11 14" height  
11 21" height  
11 28" height

##### **8'x3' risers:**

5 36" height  
30 railings for risers  
137 padded interlocking chairs  
120 folding chairs  
16 4' round folding tables  
1 8' wooden folding table  
6 6' wooden folding tables  
6 6' plastic folding tables

#### **Staging**

8 4'x8' wooden platforms  
2 4'x4' wooden platforms  
2 15'x20' navy blue velour stage drapes (Auditorium main curtains)  
2 15'x20' navy blue velour stage drapes (Auditorium leg curtains)  
2 12'x10' black stage drapes (Firebay main curtains)  
Miscellaneous scenic flats, stair units, and wood

#### **Tools and Miscellaneous**

1 10' (approximate) scaffolding unit (with additional level available)  
1 6' aluminum ladder  
1 10' aluminum ladder  
2 8'x8' retractable projection screens  
4 clip-on work lights  
2 costume racks  
1 washer  
1 dryer  
1 acrylic podium  
1 baby grand piano with bench and cover  
1 upright piano with bench  
1 vacuum cleaner  
Miscellaneous cleaning supplies, light bulbs, and building-specific maintenance equipment including HVAC filters

### **Lighting and Sound Equipment**

#### **Auditorium Lighting:**

1 Leprechaun 624 24 channel memory board  
5 Leprechaun LD-360 portable dimmer packs  
4 Source Four Junior 36 degree  
2 Source Four Junior 50 degree  
1 Altman Axial 360Q 6x16  
3 Altman Axial 360Q 6x12  
1 Altman Radial 360Q 6x12  
2 Altman Axial 360Q 6x9  
2 Altman Axial 360Q 6x4.5  
10 Source Four Parnel  
6 Altman 6" Fresnel  
2 Century 8" Fresnel



4 Par 38

1 Altspot Spotlight

1 Unmarked Spotlight

Miscellaneous cables, gel, and lighting accessories

View Sonic PJ458D digital projector and standing projector screen

**Auditorium Sound:**

1 Mackie 1604-VL Z PRO 16 channel mic/ line mixer w/ preamplifier

1 ETA PD8L conditional power distribution

1 T.C. electronic dual engine processor

1 DBX 1046 quad limiter (gain reducer)

2 DBX 1231 graphic equalizer

2 SA1521 Mackie Active Speakers

3 Shure SM58 microphones

1 Shure PG48 microphone

2 Realistic PZ-M floor microphones

2 Whirlwind IMP 2 Direct Boxes - 1/4" to XLR

5 Boom-style microphone stands

1 Standard microphone stand

3 Music stands

**Rose Firebay Theater Lighting:**

1 Leprechaun 612 12 Channel Memory Board

1 NSI DS 12 Digital Dimming System

11 6" Fresnels (various brands and models)

**Rose Firebay Theater Sound:**

1 Mackie Micro Series 1402-VL Z 14 Channel Mic/Line Mixer

1 Tascam CD-4500 CD

2 Mackie Active Speakers SRM 450

**EXHIBIT C  
PERFORMANCE/EXHIBIT SPACE RENTAL**

**APRIL**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Karen Green Stone	Lease	04/17/10	9am-4pm	Ceramics Studio		
Cardinal Stage Company	Lease	4/19/10 - 5/16/10	All Day	Auditorium		
Windfall Dancers, Inc.	Lease	4/21/10 - 4/24/10	5pm-12:00am	Firebay Theatre		
Rebecca Schrock	Exhibit	4/2/10 - 5/1/10		Flashlight Gallery & Miller Gallery		
Elizabeth Sparks	Exhibit	4/2/10 - 5/1/10		The Vault		
Barbara Bauer	Exhibit	4/2/10 - 5/1/10		Flashlight Gallery & Miller Gallery		

**MAY**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Abigail Knowlton Israelsen	Exhibit	5/7/10 - 5/29/10		Flashlight Gallery	5/7/10	5-8pm
S. Patricin Cole	Exhibit	5/7/10 - 5/29/10		Miller Gallery	5/7/10	5-8pm
Marci Silvka	Exhibit	5/8/10	5pm-12:00am	Miller Gallery		
Peter Jankovic	Lease	5/9/10	9am-5pm	Firebay Theatre		
Margaret Lion	Lease	5/21/10	9am-12am	Auditorium		
Blgtn Swing Dance Cmt	Lease/ Ongoing	5/22/10	6pm-11pm	Auditorium		

**JUNE**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Ruth Kelly	Exhibit	6/4/10 - 6/26/10		Flashlight Gallery	6/4/10	Not specified
Wyatt LeGrand	Exhibit	6/4/10 - 6/26/10		Miller Gallery	6/4/10	Not specified
Blgtn Swing Dance Cmt	Lease/ Ongoing	6/12/10	6pm-11pm	Auditorium		
Cardinal Stage Company	Lease	6/13/10 - 6/27/10	All Day	Auditorium		

**JULY**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Blgtn Swing Dance Cmt	Lease/ Ongoing	7/3/10	6pm-11pm	Auditorium		

**AUGUST**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Brown Co.-Norene Mara	Exhibit	8/5/10 - 8/27/10		Not Specified	8/6/10	Not Specified
Brown Co.- Monique Cagle	Exhibit	8/5/10 - 8/27/10		Not Specified	8/6/10	Not Specified
Blgtn Swing Dance Cmt	Lease/ Ongoing	8/7/10	6pm-11pm	Auditorium		

**SEPTEMBER**

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
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Chprlott Ann Paul-Nell Devitt Greene Co.	Exhibit	9/2/10 - 10/1/10		Miller Gallery	9/2/10	5-8pm
Blgtn Swing Dance Cmt	Lease/ Ongoing	9/4/10	6pm-11pm	Auditorium		

## OCTOBER

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Lawrence Co. Art Assoc.	Exhibit	10/7/10 - 10/29/10		All	10/8/10	Not Specified
Thomas Platt	Lease	10/16/10	8am-12am	Auditorium		

## NOVEMBER

Name	Exhibit/ Lease	Dates	Times	Room Lease	Reception Date	Time
Brandie L. Roberts	Exhibit	11/4/10 - 11/26/10		Miller Gallery	11/4/10	Not Specified

## CLASSROOM RENTAL

### April

Name	Exhibit/ Lease	Dates	Times	Room Lease		
Thomas Brooke	Ceramics Studio	4/3/10 - 5/16/10	6:30-8:30 Tues 6:30-9:00 Wed	Ceramics Studio & Kiln Room		
Michael Teague	Classroom	4/5/10 - 5/12/10	6:30-9:30 Mon	Large Classroom	Painting	
			6:30-9:30 Wed	Large Classroom		
			9:30am- 12:30pm Wed	Large Classroom		
Jackie Frey	Classroom	4/6/10 - 5/11/10	6:00-8:00pm	Large Classroom	Watercolor Basics	
Linda Meyer-Wright	Classroom	4/5/10 - 5/16/10	1:00-4:00pm Mon	Large Classroom	Painting	
Susan Snyder	Ceramics Studio	4/3/10 - 5/15/10	10:30-12:30 Sat	Ceramics Studio	Kids Ceramics	
Skip Hawkins	Ceramics Studio	4/18/10 - 5/2/10	1-4pm Sun.	Ceramics Studio	Ceramics Open Studio	

## WFHB SPACE RENTAL

Dates for Saturdays Child		5/8/10, 6/12/10, 7/10/10 8/14/10, 9/11/10, 10/9/10 11/13/10, 12/11/10	9am-1pm	Firebay Theatre		
WFHB Annual Meeting		6/5/10	11:30am-3pm	Auditorium		
WFHB Quarterly Meeting		9/4/10	11:00am-1:00p	Auditorium		
WFHB Quarterly Meeting		12/4/10	11:00am-1:00p	Auditorium		

- \* Auditorium=The Waldron Auditorium  
 Firebay Theatre=The Rose Firebay Theatre  
 Miller Gallery=The Rosemary P. Miller Gallery

**BOARD OF PUBLIC WORKS  
RESOLUTION 2010-36  
RECOMMENDATION TO APPROVE  
REAL ESTATE CONVEYANCE AGREEMENT**

WHEREAS, the City of Bloomington owns property commonly known as the John Waldron Arts Center ("Real Estate"), located at 122 S. Walnut, and has negotiated a Real Estate Conveyance Agreement, which is attached and incorporated herein as "Exhibit A", along with a Quitclaim Deed, which is attached and incorporated herein as "Exhibit B", to transfer the Real Estate to Ivy Tech Community College; and,

WHEREAS, this transfer of the Real Estate will benefit both the City and Ivy Tech Community College, and will ensure the Real Estate continues to be open to the public and used as a community arts center; and,

WHEREAS, procedures for the disposal of real property by a municipality are governed by IC 36-1-11 et seq. and authorize the executive of a municipality to designate a board or commission to conduct a public hearing regarding the disposal.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Mayor of the City of Bloomington has designated the Board of Public Works to give notice, conduct a meeting on this issue, and notify the Mayor of its recommendation on the conveyance of the Real Estate to Ivy Tech, per IC 36-1-11-3.
2. The Board of Public Works has reviewed the Real Estate Conveyance Agreement between the City of Bloomington and Ivy Tech Community College regarding the conveyance of the Real Estate.
3. The Board of Public Works approves the terms of the Agreement between the City and Ivy Tech regarding the conveyance of the Real Estate.
4. The Board of Public Works recommends approval of the Agreement.

ADOPTED THIS 5<sup>th</sup> DAY OF May, 2010.

BOARD OF PUBLIC WORKS

  
James McNamara, Vice President

  
Dr. Frank N. Hrisomalos



AGREEMENT  
regarding  
HISTORIC FAÇADE GRANT  
between the  
BLOOMINGTON URBAN ENTERPRISE ASSOCIATION  
and  
Ivy Tech Community College of Indiana

This Agreement, entered into this 25<sup>th</sup> day of April, 2019, by and between the Bloomington Urban Enterprise Association, Inc. ("BUEA") and Jennie Vaughan on behalf of Ivy Tech Community College of Indiana ("Grantee"), WITNESSETH THAT:

- WHEREAS,** Grantee owns the "John Waldron Arts Center." located at 122 South Walnut Street in Bloomington, Indiana; and,
- WHEREAS,** Grantee has applied for a Historic Façade Grant ("Grant") to assist in the rehabilitation of the John Waldron Arts Center, as described in the Grantee's Façade Grant Application ("Application"), which is attached to this Agreement as Exhibit A; and,
- WHEREAS,** the BUEA has certain funds available to grant for the purpose of historic rehabilitation; and,
- WHEREAS,** the BUEA wishes to make certain funds available to the Grantee for the rehabilitation of the John Waldron Arts Center;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall become effective upon execution and continue through December 31, 2020, unless terminated prior to that date pursuant to Section 9 herein.
2. Activities to be Performed by the BUEA. During the Term of Agreement, the BUEA agrees to provide funding to Grantee not to exceed 50% of the rehabilitation budget up to Twenty Thousand Dollars (\$20,000.00) ("Funding"), to be used exclusively for the activities described herein and subject to the terms of this Agreement. The BUEA will release the funds up to that amount upon Grantee's submission of receipts for the activities described in Section 3, below. This funding is to be used exclusively for activities described herein and subject to the terms of this Agreement.

The BUEA's Funding is subject to the appropriation and availability of funds. If funds for the BUEA's Funding are not forthcoming or are insufficient, through the failure of any entity—including the BUEA—then the BUEA shall have the right to immediately terminate this Agreement without penalty.

3. Activities to be Performed by the Grantee. The Borrower agrees to use the funds as follows:

- Restore the Walnut Street and 4th Street facades of the building, as described in the Application

Grantee will provide the BUEA with all individual receipts and/or invoices for the expenses related to the John Waldron Arts Center rehabilitation, up to the total amount of the BUEA's funding. All completed work must also be inspected by the BUEA or its designee prior to any release of funds.

Ten percent of the Grant (\$2,000.00) shall be withheld by the BUEA until the work has received final approval by the City of Bloomington's Program Manager responsible for historic preservation.

4. Project Completion. All activities funded under this Agreement shall be completed by December 31, 2020.
5. Supervision and Independent Contractor Status. The status of Grantee's employees providing services pursuant to this Agreement as employees of Grantee shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by Grantee's supervisors.

During the Term of Agreement, Grantee shall be an independent contractor, and in no event shall any of its personnel, agents, or sub-contractors be construed to be, or represent themselves to be, employees of the City or the BUEA. Grantee 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.

6. Indemnification. Grantee agrees to indemnify and hold the BUEA, the City, and all agents, employees, and officers of the BUEA or the City harmless against all claims, actions, damages, liability, and expenses, including reasonable attorneys' fees and court costs, which may arise from performance of the activities funded under this Agreement, regardless of whether these claims may be brought by the Grantee or by any third party.
7. Waiver or Breach. The waiver by either party or breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the parties. No waiver shall be valid unless it is in writing and signed by an authorized officer of the waiving party.
8. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney fees.
9. Termination. This Agreement may be terminated in whole or in part by either party at any

time for any reason by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Termination of the Agreement shall not affect any liabilities that accrued between the parties prior to the date of termination.

10. Nondiscrimination. As part of this Agreement, Grantee shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.
11. Notice to Parties. Whenever any notice, statement or other communication shall be sent to the City or Grantee, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to Grantee: Jennifer Vaughan  
200 Daniels Way  
Bloomington, IN 47404

Notice to City: Director, Economic & Sustainable Development  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402

12. Amendment and Modification. This Agreement may be amended at any time by mutual written and signed agreement of the authorized representative of the parties, but may not be modified in any other manner, except as expressly provided by this Agreement.
13. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
14. Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule and the remaining provisions of this agreement shall remain in full force and effect.
15. Verification of New Employees' Immigration Status. Grantee shall comply with provisions in Indiana Code § 22-5-1.7-11(b) which requires the BUEA to obtain the following from business entities that receive grants from the BUEA that total more than \$1,000.00:
  - A sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program.
  - A sworn affidavit that affirms that the business entity does not knowingly employ an unauthorized alien.



- Documentation that the business entity has enrolled and is participating in the E-Verify program.

The required affidavit is attached to this Agreement as Exhibit B.

16. No Investment in Iran. Grantee is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5-1 *et seq.* (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Grantee shall sign an affidavit, attached as Exhibit C, affirming that Grantee is not engaged in said investment activities. Exhibit C is attached to this MOU, and incorporated by reference as though fully set forth.
17. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. This Agreement may not be modified except by written agreement and signed by both parties.

BLOOMINGTON URBAN ENTERPRISE ASSOCIATION

BY: Julia Allison Dalam  
Julie Donham, President

4/25/2019  
Date

GRANTEE

BY: Jennifer Vaughan  
Jennifer Vaughan

4/17/19  
Date



1101 S. Walnut St. Bloomington, Indiana 47401  
812.332.6258 fax 812.332.8658

Doug Giles  
Ivy Tech-Waldron Arts Building  
122 S Walnut Street  
Bloomington IN 47403

1/10/2020

Per contract

**Subject: Exterior masonry repairs to Waldron Arts Building-Bloomington**

Statement for Architectural / Engineering services rendered to date

<u>Position</u>	<u>Personnel</u>	<u>Time/hr.</u>	<u>Rate/hr.</u>	<u>Total</u>	<b>Phase 1 -Complete</b>
Principal	H.D.Bruce	8.00	\$135.00	\$1,080.00	<b>Phase 2-100% Complete</b>
Draftsperson	D.Talsma		\$55.00		<b>Phase 3 -50% Complete</b>
Draftsperson	Alambert	9.00	\$55.00	\$495.00	
	Total			\$1,575.00	

**Reimbursables:**

plots @ \$3.50 each

**Total Amount due:**

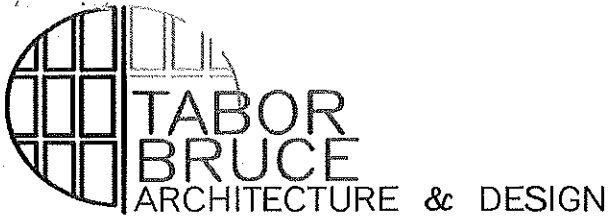
\$1,575.00

Payment due upon receipt

Thank you

All time shown reflects work completed the previous month unless noted otherwise

Payment received after 30 days from statement date shall be subject to a fee on the unpaid balance of 1.5% per month.



1101 S. Walnut St. Bloomington, Indiana 47401  
812.332.6258 fax 812.332.8658

Doug Giles  
Ivy Tech-Waldron Arts Building  
122 S Walnut Street  
Bloomington IN 47403

10/10/2019

Per contract

**Subject: Exterior masonry repairs to Waldron Arts Building-Bloomington**  
Statement for Architectural / Engineering services rendered to date

<u>Position</u>	<u>Personnel</u>	<u>Time/hr.</u>	<u>Rate/hr.</u>	<u>Total</u>	<b>Phase 1 -Complete Phase 2-95% Complete</b>
Principal	H.D.Bruce	20.00	\$135.00	\$2,700.00	
Draftsperson	D.Talsma	24.00	\$55.00	\$1,320.00	
Draftsperson	Alambert	33.50	\$55.00	\$1,842.50	
	Total			\$5,862.50	

**Reimbursables:**

plots @ \$3.50 each

**Total Amount due:**  
Payment due upon receipt

\$5,862.50

Thank you

All time shown reflects work completed the previous month unless noted otherwise  
Payment received after 30 days from statement date shall be subject to a fee on the unpaid balance of 1.5% per month.



1101 S. Walnut St. Bloomington, Indiana 47401  
812.332.6258 fax 812.332.8658

Rodney Schmidt  
Ivy Tech-Waldron Arts Building  
122 S Walnut Street  
Bloomington IN 47403

9/24/2020

Per contract

**Subject: Exterior masonry repairs to Waldron Arts Building-Bloomington**

Statement for Architectural / Engineering services rendered to date

<u>Position</u>	<u>Personnel</u>	<u>Time/hr.</u>	<u>Rate/hr.</u>	<u>Total</u>	<b>Phase 1 -Complete</b>	<b>Phase 2-100% Complete</b>	<b>Phase 3 -100% Complete</b>
Principal	H.D.Bruce	6.75	\$135.00	\$911.25			
Draftsperson	D.Talsma		\$55.00				
Draftsperson	Alambert	1.25	\$55.00	\$68.75			

Total

**Reimbursables:**

plots @ \$3.50 each

**Total Amount due:**  
Payment due upon receipt

\$977.00

Thank you

All time shown reflects work completed the previous month unless noted otherwise  
Payment received after 30 days from statement date shall be subject to a fee on the unpaid balance of 1.5% per month.

**2021 BUEA Budget  
DRAFT V. 1 - 12-16-20**

	2018			2019			2020				Proposed 2021		
	Budget	Actual	var.	Budget	Actual	var.	Budget	Actual/committed	Carryover Expense	var.	Carryover		Budget
<b>Income Budget</b>													
EZID Income		\$535,165.70			\$562,907.00			\$523,681.00				\$386,795.33	Accelerated decrease in rev. due to sale of multiple properties
EZID loan interest fee		\$227,603.90			\$51,011.00			\$60,915.00				\$50,000.00	Varies annually.
Loan Interest Income								\$278.53				\$268.71	Assuming Uptown in forebearance
Refunded AIEZ fee		n/a			n/a			\$11,089.00				\$12,000.00	Based on percentage reimbursed for 2019
Earned interest								\$6,118.00				\$6,000.00	Based on 2020 interest
								<b>\$602,081.53</b>				<b>\$455,064.04</b>	
<b>ADMINISTRATIVE BUDGET</b>													
Professional Services	\$35,000.00	\$0.00	\$35,000.00	\$35,000.00	\$70,000.00	(\$35,000.00)	\$35,000.00	\$35,000.00		\$0.00	\$0.00	\$40,000.00	
Accounting & Tax Services	\$2,300.00	\$0.00	\$2,300.00	\$1,000.00	\$0.00	\$1,000.00	\$2,500.00			\$2,500.00	\$0.00	\$2,500.00	
Postage/Printing	\$100.00	\$0.00	\$100.00		\$0.00	\$0.00	\$250.00	\$0.00		\$250.00	\$0.00	\$0.00	Incorporated in Admin fee
Subscriptions/Dues	\$781.00	\$750.00	\$31.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	AIEZ fees removed in 2019
Professional Bonds	\$2,300.00	\$2,145.00	\$155.00	\$2,300.00	\$2,150.00	\$150.00	\$2,250.00	\$2,250.00		\$0.00	\$0.00	\$2,250.00	
Miscellaneous Expenses	\$1,000.00	\$624.95	\$375.05	\$500.00	\$177.00	\$323.00	\$500.00	\$0.00		\$500.00	\$0.00	\$500.00	
Advertising/Marketing	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	\$0.00	\$1,000.00	Cut--anticipated few in-person events. \$1k for social media marketing and scholarship flyers
<b>Sub-Total</b>	<b>\$46,481.00</b>	<b>\$3,519.95</b>	<b>\$42,961.05</b>	<b>\$44,550.00</b>	<b>\$73,077.00</b>	<b>(\$28,527.00)</b>	<b>\$45,500.00</b>	<b>\$37,250.00</b>		<b>\$8,250.00</b>	<b>\$0.00</b>	<b>\$46,250.00</b>	
<b>GRANTMAKING BUDGET</b>													
<b>Education:</b>													
School Grants	\$30,000.00	\$0.00	\$30,000.00	\$31,340.00	\$64,700.00	(\$33,360.00)	\$35,000.00	\$32,490.00		\$2,510.00	\$0.00	\$35,000.00	
Resident Scholarships	\$6,000.00	\$1,800.00	\$4,200.00	\$6,000.00	\$1,800.00	\$4,200.00	\$6,000.00	\$6,000.00	\$1,800.00	\$0.00	\$0.00	\$9,000.00	
Lemonade Day	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00		\$0.00	\$0.00	\$2,500.00	
<b>Sub-Total</b>	<b>\$38,500.00</b>	<b>\$4,300.00</b>	<b>\$34,200.00</b>	<b>\$39,840.00</b>	<b>\$69,000.00</b>	<b>(\$29,160.00)</b>	<b>\$43,500.00</b>	<b>\$40,990.00</b>		<b>\$2,510.00</b>		<b>\$46,500.00</b>	
<b>Business and Entrepreneurship:</b>													
Business Scholarship Program	\$4,000.00	\$4,269.00	(\$269.00)	\$6,000.00	\$2,088.00	\$3,912.00	\$5,000.00	\$5,000.00	\$1,499.00	\$3,501.00	\$0.00	\$5,000.00	
SBD/Cook Center	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	
Grease Interceptor Program		\$0.00	\$0.00		\$0.00	\$0.00	n/a			\$0.00	\$0.00	\$0.00	
CDFI Project		\$60,000.00	(\$60,000.00)		\$0.00	\$0.00	n/a			\$0.00	\$0.00	\$0.00	
CTP Direct Business Assistance		\$0.00	\$0.00		\$0.00	\$0.00	n/a			\$0.00	\$0.00	\$0.00	
Bloomington Hospital Consult.		\$0.00	\$0.00		\$0.00	\$0.00	n/a			\$0.00	\$0.00	\$0.00	
<b>Diversity, Equity, &amp; Inclusion Training Scholarship</b>												\$5,000.00	Pilot: support for organizations for DEI training.
<b>Dimension Mill Zone day passes</b>												\$1,000.00	Pilot: 60 day passes for DMI reserved for Zone businesses
Unbudgeted Grants		\$8,952.00	(\$8,952.00)		\$0.00	\$0.00	\$10,000.00	\$5,000.00		\$5,000.00		\$0.00	
<b>Sub-Total</b>	<b>\$34,000.00</b>	<b>\$103,221.00</b>	<b>(\$69,221.00)</b>	<b>\$36,000.00</b>	<b>\$32,088.00</b>	<b>\$3,912.00</b>	<b>\$45,000.00</b>	<b>\$40,000.00</b>		<b>\$38,501.00</b>		<b>\$41,000.00</b>	
<b>Arts and Culture:</b>													
Zone Art Grants	\$40,000.00	\$15,368.20	\$24,631.80	\$40,000.00	\$41,235.87	(\$1,235.87)	\$40,000.00	\$40,000.00		\$0.00		\$40,000.00	
Historic Façade Grant	\$50,000.00	\$16,075.00	\$33,925.00	\$50,000.00	\$10,000.00	\$40,000.00	\$30,000.00	\$6,650.00	\$19,194.00	\$23,350.00		\$30,000.00	
City Art Program	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$3,500.00	\$26,500.00	\$30,000.00	\$30,000.00		\$0.00		\$30,000.00	
Strategic Communications Professional		\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00				\$0.00		\$0.00	
<b>Sub-Total</b>	<b>\$120,000.00</b>	<b>\$31,443.20</b>	<b>\$88,556.80</b>	<b>\$125,000.00</b>	<b>\$59,735.87</b>	<b>\$65,264.13</b>	<b>\$100,000.00</b>	<b>\$76,650.00</b>		<b>\$23,350.00</b>		<b>\$100,000.00</b>	
<b>Grant Making Budget Sub-Total</b>	<b>\$192,500.00</b>	<b>\$138,964.20</b>	<b>\$53,535.80</b>	<b>\$200,840.00</b>	<b>\$160,823.87</b>	<b>\$40,016.13</b>	<b>\$338,500.00</b>	<b>\$157,640.00</b>		<b>\$64,361.00</b>		<b>\$187,500.00</b>	
<b>ONE-TIME EXPENSES</b>													
<b>Rapid Response Grantmaking</b>													
Emergency Arts Grants							\$112,500.00	\$47,475.00		\$65,025.00	\$65,025.00	\$65,025.00	
Business Scholarships							\$25,000.00	\$14,200.00		\$10,800.00	\$10,800.00	\$10,800.00	
Project administration							\$12,500.00	\$290.00		\$12,210.00	\$12,210.00	\$12,210.00	
<b>One-Time Budget Sub-Total</b>							<b>\$150,000.00</b>	<b>\$61,965.00</b>		<b>\$88,035.00</b>	<b>\$88,035.00</b>	<b>\$88,035.00</b>	
<b>Total income</b>								<b>\$602,081.53</b>				<b>\$455,064.04</b>	
<b>Total expenditures</b>	<b>\$238,981.00</b>	<b>\$142,484.15</b>	<b>\$96,496.85</b>	<b>\$245,390.00</b>	<b>\$233,900.87</b>	<b>\$11,489.13</b>	<b>\$384,000.00</b>	<b>\$256,855.00</b>		<b>\$72,611.00</b>	<b>\$88,035.00</b>	<b>\$321,785.00</b>	
<b>Net income</b>								<b>\$345,226.53</b>				<b>\$133,279.04</b>	