

AGENDA
REDEVELOPMENT COMMISSION

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

The public may also attend virtually at the following link:

<https://bloomington.zoom.us/j/88658271905?pwd=InrU8zOfucbuX2blYLAAOQ6SLJqIKP.1>

Meeting ID 886 5827 1905 Passcode 500182

The City also offers virtual options, including CATS public access television
(live and tape delayed) found at <https://catstv.net/>.

Redevelopment Commission Members

- Deborah Myerson, President – Term: 1/1/2025-12/31/2025 (Council Appointment)
- Sue Sgambelluri, Vice-President – Term: 1/1/2025-12/31/2025 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Randy Cassady – Term: 1/1/2025 – 12/31/2025 (Council Appointment)
- Anna Killion-Hanson- Redevelopment Commission Executive Director
- Jessica McClellan - Redevelopment Commission Treasurer

I. ROLL CALL

II. MINUTES – Approval of minutes for June 30, 2025, and July 7, 2025. Executive Summary for July 11, 2025

III. EXAMINATION OF CLAIM REGISTERS – July 18, 2025, for \$324,867.87

IV. EXAMINATION OF PAYROLL REGISTERS – July 11, 2025, for \$55,383.19

V. REPORT OF OFFICERS AND COMMITTEES

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

VI. NEW BUSINESS

- A. Resolution 25-88: Approval of Permanent Blanket Stormwater Easement at Trades District, Lot 2A
- B. Resolution 25-89: Approval of Partnership Agreement with BCT Management, Inc.
- C. Resolution 25-90: Approval of Agreement with Mother Nature Landscaping, Inc. for Landscaping Services at the Trades District and Trades District Garage
- D. Resolution 25-91: Approval of Agreement with Marshall Security LLC for Security Patrols at Hopewell Properties
- E. Resolution 25-92: Approval of Expenses for Furniture, Fixtures, and Equipment for The Forge
- F. Resolution 25-93: Approval of Right of Entry for Brinsmore Construction Management
- G. Resolution 25-94: Approval of Change Orders 4 and 5 for the 17th Street Project

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

The City is committed to providing equal access to information. 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, June 30, 2025, at 4:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with Vice President Sue Sgambelluri presiding:
<https://catstv.net/m.php?q=14727>

I. ROLL CALL

Commissioners Present: John West, Randy Cassady, Laurie McRobbie, Sue Sgambelluri

Commissioners Absent: Deborah Myerson

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Assistant Director, (HAND); Tammy Caswell, Financial Specialist, (HAND); Angela Van Rooy, Program Manager, HAND; Kerry Thomson, Mayor, Office of the Mayor; Margaret VanSchaik, Special Assistant to the Mayor, Office of the Mayor; Julius Mitchell, Legislative Affairs Specialist, Office of the Mayor; Anna Dragovich, Capital Projects Manager, ESD; Dana Kerr, Assistant City Attorney, Legal Department; Margie Rice, Corporation Counsel, Legal Department; and Jessica McClellan, Controller, Office of the Controller

Others Present: Dave Askins, B Square Bulletin, Jen Pearl, President of the Bloomington Economic Development Corporation, Christopher Emge, Senior Director of Government & Community Relations, The Greater Bloomington Chamber of Commerce, Amy Chitwood, Vice President, Parade of Homes Chair, Building Association of South Central Indiana
Via Zoom: Karl Bennett, Wendi Goodlett, Habitat for Humanity of Monroe County, Boris Ladwig, Herald-Times Newspaper

II. NEW BUSINESS:

- A. Resolution 25-84: Rejection of Bids from Second Public Offering for Hopewell South (Blocks 9 & 10).** Anna Killion-Hanson presented Resolution 25-84. She explained that in 2023, the RDC authorized the public offerings for parcels in Hopewell South through Resolution 23-73, but the responses received did not align with the City's goals for the site. A second, revised public offering was issued in 2024, however, the proposals once again did not align with the City's vision and priorities for the site. Resolution 25-84 formally rejects the bids received in the second public offering. Killion-Hanson stated that Bloomington remains the most cost-burdened metro area in Indiana and continues to face a critical shortage of attainable housing. She stressed the urgency of delivering housing options that support the local workforce and reflect community values. A revised strategy will be introduced in Resolution 25-85 to better align with community goals. The new strategy includes:

- Comprehensive site planning with coordinated infrastructure design
- Delivery of shovel-ready lots to streamline development
- Removal of early-stage barriers to broader participation
- Opportunities for small- and mid-sized local builders to participate.

Project Goals:

The initiative aims to support a diverse range of housing types at various price points, guided by the core principles of:

- Walkability
- Equity
- Sustainability
- Connectivity

Killion-Hanson was available for questions.

Sue Sgambelluri asked for public comment, there were no comments from the public.

Laurie McRobbie moved to approve Resolution 25-84. John West seconded the motion. The motion passed unanimously.

- B. Resolution 25-85: Approval of Agreement with Flintlock Lab for Comprehensive and Coordinated Design of Hopewell South, Blocks 9 & 10.** Anna Killion-Hanson presented Resolution 25-85, requesting approval of an agreement with Flintlock Lab to lead the coordinated design for Blocks 9 and 10. The agreement includes site planning, lot layout, utility coordination, and the development of a pre-approved home catalog to streamline the permitting process. Mayor Thomson spoke about the importance of improving internal planning and permitting processes, noting that extended timelines have increased development costs and slowed progress. She emphasized that the City needs to be more efficient, and noted that the City is committed to learning from past delays. The goal is to begin site work within six months, with regular updates provided to the RDC.

Randy Cassady asked about the overall timeline and whether the additional documents and updates would be provided. Killion-Hanson responded that the six-month timeframe includes both analysis and site design phases and confirmed that regular updates will be shared with the RDC. John West expressed support for the project and noted that including the plat at this stage would have been helpful for the Commission's view. Staff noted that the plat will be presented at a future meeting.

Sue Sgambelluri asked if any feedback had been received from the Plan Commission or City Council. Killion-Hanson replied that she had not received any feedback.

Sue Sgambelluri asked for public comment.

- **Jen Pearl**, President of the Bloomington Economic Development Corporation (BEDC), expressed strong support for the Resolution. She shared that when speaking with HR professionals from both existing and prospective employers, the need for more workforce housing is consistently a top concern. While Bloomington's cost of living is close to the national average, wages have not kept pace, making it difficult for employees to find housing they can afford. Pearl emphasized that adding a greater mix of attainable housing types is essential to both workforce stability and economic development. She also raised concern about the City's permitting and approval processes, which are frequently described as slow and difficult to navigate by developers working in the area.

- **Christopher Emge**, Senior Director of Government and Community Relations at The Greater Bloomington Chamber of Commerce, expressed appreciation for the innovative and bold direction the City is taking with Hopewell South. He noted that where there had previously been cynicism and lack of momentum, there is now a renewed sense of clarity and forward movement. Emge raised ongoing concerns with the permitting process, which he said he had previously shared with the City Council during a recent discussion.

He also highlighted the strength of the Flintlock proposal, particularly its emphasis on pre-approved missing middle housing. Emge described the plan as both practical and replicable and noted that it creates meaningful opportunities for local builders—many of whom had not previously seen a clear pathway to participate in the Hopewell project. Since the current administration took office, he said, there has been a noticeable shift toward collaboration and renewed optimism. He concluded by stating that the proposal reflects the Chamber's core

priorities: attainable housing, local business participation, and a development process rooted in community values.

● **Amy Chitwood**, Vice President and Parade of Homes Chair, Building Association of South Central Indiana, shared her strong support for the Resolution. She explained that several years ago, local builder members expressed concern about the City's previous RFP process, which required a significant upfront investment to prepare responses without any guarantee of project selection. That uncertainty discouraged participation, especially from small and mid-sized builders. Chitwood stated that the Flintlock approach removes many of those early barriers and creates a process that is far more accessible. With coordinated infrastructure planning and pre-approved design elements, local builders will have a real opportunity to participate in a project that meets Bloomington's long-term housing needs.

Sue Sgambelluri asked for any additional public comments. There were no additional comments from the public.

John West moved to approve Resolution 25-85. Laurie McRobbie seconded the motion. The motion passed unanimously.

III. BUSINESS/GENERAL DISCUSSION

IV. ADJOURNMENT Randy Cassady moved to adjourn. John West seconded the motion. The meeting adjourned at 4:30 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, July 7, 2025, at 4:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with Vice President Sue Sgambelluri presiding:
<https://catstv.net/m.php?q=14744>

I. ROLL CALL

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

City Staff Present: Christina Finley, Assistant Director, (HAND); Tammy Caswell, Financial Specialist, (HAND); Julius Mitchell, Legislative Affairs Specialist, Office of the Mayor; Anna Dragovich, Capital Projects Manager, Economic Sustainability Department; Dana Kerr, Assistant City Attorney, Legal Department; Roy Aten, Sr. Project Manager, Engineering; Kendall Knoke, Project Engineer, Engineering; and Jessica McClellan, Controller, Office of the Controller

Others Present: Dave Askins, B Square Bulletin

Via Zoom: Christopher Emge, Senior Director of Government & Community Relations, and Ben Fulton

II. READING OF THE MINUTES: John West moved to approve the June 2, 2025, and June 16, 2025 meeting minutes, as well as the Executive Session Summaries for June 18, 2025, and June 30, 2025. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the claim registers for June 20, 2025, for \$273,830.41 and July 3, 2025, for \$171,460.50. John West seconded the motion. Randy Cassady abstained from the vote. The motion passed.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the payroll registers for June 13, 2025, for \$55,379.54 and June 27, 2025, for \$55,383.19. Laurie McRobbie seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: Christina Finley was available to answer questions.

B. Legal Report: Dana Kerr was available to answer questions.

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

D. Business Development Update: Jane Kupersmith was available to answer questions.

VI. NEW BUSINESS

A. Resolution 25-86: Approval of Addendum 1 to Professional Service Contract for the B-Line Trail and Multiuse Path. Roy Aten presented Resolution 25-86. Aten noted that during 2024 construction activities, discolored soil was discovered on a parcel adjacent to Adams Street that had previously served as a salvage yard. Keramida was hired to conduct initial soil testing, which identified low levels for lead in the topsoil. In response, staff worked with Keramida to carry out remediation by removing the top layer of contaminated soil, which was transported to a waste management facility in Danville, Indiana. The addendum to this resolution is for an additional \$31,775.00. Aten was available for questions. Commissioners asked for multiple clarifications and amendments. Dana Kerr read the requested revisions to the resolution:

● **WHEREAS**, the Board of Public Works considered and approved an agreement with Keramida, Inc. to provide the services for an amount not to exceed \$5,340. This agreement is attached to this Resolution as Exhibit A and will be paid by the Board of Public Works.

● **WHEREAS**, additional testing, transportation, and disposal of lead-contaminated soil are required.

● **WHEREAS**, due to the cost of further services, additional funds are needed from the RDC to move forward.

● **WHEREAS**, the contract amount for the additional services is \$31,775.00.

● **WHEREAS**, the RDC shall take the place of the Board of Public Works for the additional service contract presented with this resolution, and will replace Exhibit B once approved by Legal and executed. The City has brought the RDC an amended project and the RDC will assume responsibility for the amended project and related agreements.

Deborah Myerson asked for public comments, on Resolution 25-86, as amended. There were no comments from the public.

Randy Cassady moved to approve Resolution 25-86 as amended and read by Dana Kerr, Legal Counsel. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 25-87: Approval of Construction Agreement with Crider & Crider for Hopewell West.** Kendall Knoke and Dana Kerr presented Resolution 25-87, requesting approval of funding for the Jackson Street project, the first phase of construction for Hopewell West. Crider & Crider was selected through a public bidding process with a bid of \$1,687,318.85.

Knoke explained that when the project began in 2021, the department completed a full subdivision of Hopewell West. The original plan called for 30% construction drawings, but that was expanded to 60%, and the current plans are now closer to 90% complete. If the RDC wishes to proceed with another phase in the future, construction plans can be prepared quickly. This phase includes work on Jackson Street (west of the Kohr building), the adjacent alley to the north, and reconstruction of Rogers Street. The goal is to support the Kohr project, which is currently underway. Crider & Crider will be working alongside the Kohr contractor, and agreements are in place to ensure coordination. The Kohr contractor is required—per their Right-of-Way Use Permit and RDC property agreements, to allow the City's contractor access as needed. Construction is scheduled from August 1 to November 1, 2025, with the project expected to wrap up by year-end. Knoke was available for questions.

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

Randy Cassady moved to approve Resolution 25-87. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- C. Resolution 25-88: Approval of Permanent Blanket Stormwater Easement at Trades District, Lot 2A.** Jane Kupersmith presented Resolution 25-88, requesting approval of a permanent blanket stormwater easement at Lot 2A in the Trades District. The easement pertains to underground stormwater infrastructure located just north of 10th Street, extending from the plaza area to the Forge building. City of Bloomington Utilities (CBU) will require access to this infrastructure for maintenance and potential replacement. Kupersmith was available for questions.

Deborah Myerson recommended that a map be included as an exhibit to the resolution for the permanent public record, noting that a visual reference would provide greater clarity and precision. Resolution 25-88 will be tabled and brought back for consideration at a future RDC meeting.

- D. Approval of Exhibit C of Resolution 24-39 Confirming Lease Term.** Jane Kupersmith presented a request for approval of Exhibit C of Resolution 24-39, which confirms the lease term

with The Regents of the University of California, the “Tenant” of ESNet. The exhibit had previously been left blank. She explained that it is now time to acknowledge that the lease term began on April 1, 2025, and will end on March 31, 2030. Signing this exhibit will confirm those dates. Kupersmith was available for City questions.

- VII. BUSINESS/GENERAL DISCUSSION** meeting minutes for June 30, 2025 will be presented at the next meeting.
- VIII. ADJOURNMENT** Randy Cassady moved to adjourn. John West seconded the motion. The meeting adjourned at 5:50 PM.

Deborah Myerson, President

John West, Secretary

Date: _____

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Friday, July 11, 2025, at 9:00 a.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, Deborah Myerson, Laurie McRobbie, and Randy Cassady.

City Staff Present: 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; Chris Wheeler, Assistant City Attorney, City Legal; and Jessica McClellan, City Controller.

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 10:00 a.m.

Deborah Myerson, President

Sue Sgambelluri, Vice-President

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: 07-18-2025 (\$324,867.87)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from **07-04-2025** to **07-18-2025**. 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 **07-04-2025** to **07-18-2025**, 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:

E9A0FAE19B82413

Margie Rice, Corporation Counsel

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
07/18/25	Claims				\$324,867.87
					<u>\$324,867.87</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 \$324,867.87

Dated this 11th day of July year of 2025.

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

Fiscal Office Cheryl Gilliland



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

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 53960 - Grants										
6872 - Blackwell Contractors, INC	R101Weatherspoon	15-R101-Weatherspoon-Rent Deposit, 369 W. Country Club Dr.	Paid by EFT # 66667		07/08/2025	07/08/2025	07/18/2025		07/18/2025	500.00
9859 - RPR Property Solutions Corp, INC.	R101-Bastin	15-R101-Bastin, Rent Deposit, 146 Thorntree Dr.	Paid by EFT # 66846		07/08/2025	07/08/2025	07/18/2025		07/18/2025	500.00
Account 53960 - Grants Totals							Invoice Transactions 2			<u>\$1,000.00</u>
Program 150500 - Housing Totals							Invoice Transactions 2			<u>\$1,000.00</u>
Program 151000 - Neighborhood										
Account 53960 - Grants										
9877 - Terry R Usrey	201121	15-S&S Grant to Maple Heights NA-wire stakes/lawn signs	Paid by EFT # 66889		07/08/2025	07/08/2025	07/18/2025		07/18/2025	317.28
Account 53960 - Grants Totals							Invoice Transactions 1			<u>\$317.28</u>
Program 151000 - Neighborhood Totals							Invoice Transactions 1			<u>\$317.28</u>
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16R1-31D6-TMHK	15-Pens, expansion folders, index tabs, clipboard folder,	Paid by EFT # 66643		07/08/2025	07/08/2025	07/18/2025		07/18/2025	95.38
Account 52110 - Office Supplies Totals							Invoice Transactions 1			<u>\$95.38</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	102031002	15-International Code Council Training - R. Council	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	138.00
Account 53160 - Instruction Totals							Invoice Transactions 1			<u>\$138.00</u>
Account 53910 - Dues and Subscriptions										
4677 - International Code Council, INC	Q15.000032347	15-Title 16 Inspector Training Membership - Angela Van Rooy	Paid by EFT # 66766		07/08/2025	07/08/2025	07/18/2025		07/18/2025	310.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			<u>\$310.00</u>
Program 151600 - Title 16 Totals							Invoice Transactions 3			<u>\$543.38</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

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 152000 - Historic Preservation										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3560 - First Financial Bank / Credit Cards	VNGHSTRCPJSK 02SD	15-Preserving Historic Places 2025, Ft Wayne, (N. Sandweiss)	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	183.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice Transactions 1			\$183.75
Program 152000 - Historic Preservation Totals							Invoice Transactions 1			\$183.75
Department 15 - HAND Totals							Invoice Transactions 7			\$2,044.41
Fund 1101 - General Totals							Invoice Transactions 7			\$2,044.41
Fund 2209 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53230 - Travel										
4528 - Christina L Finley	NCDA-6.13.25	15-Per Diem-NCDA Conf-Salt Lake City-6/10-6/13	Paid by Check # 80317		07/08/2025	07/08/2025	07/18/2025		07/18/2025	225.00
9172 - Anna C Hanson	STCONF-6.8.25	15-per diem/pkg/mile-Strong Towns Conf/Trng-Providence-6/8-6/12	Paid by EFT # 66743		07/08/2025	07/08/2025	07/18/2025		07/18/2025	415.80
9172 - Anna C Hanson	MJCF-4.15.25	15-per diem/Uber/-Mayoral Just City Fellowship-Harvard-4/15-4/18	Paid by EFT # 66743		07/08/2025	07/08/2025	07/18/2025		07/18/2025	375.91
9285 - Matthew P Swinney	NCDA-6.13.25	15-Per Diem/pkg/Train-NCDA Conference-Salt Lake City-6/10-6/13	Paid by EFT # 66870		07/08/2025	07/08/2025	07/18/2025		07/18/2025	284.00
3560 - First Financial Bank / Credit Cards	71650	15-Courtyard by Marriott Hotel-Killion-Hanson-RI-Addt'l day	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	228.85
3560 - First Financial Bank / Credit Cards	71113	15-Courtyard by Marriott Hotel-Killion-Hanson-RI-Trng	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	600.30
3560 - First Financial Bank / Credit Cards	2440436	15-Little America Hotel M. Swinney Stay 6-10/6-13 NCDA training	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	834.03
3560 - First Financial Bank / Credit Cards	2440438	15-Little America Hotel C. Finley Stay 6-10/6-13 NCDA training	Paid by Check # 80311		07/09/2025	07/09/2025	07/09/2025		07/09/2025	834.03
Account 53230 - Travel Totals							Invoice Transactions 8			\$3,797.92



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

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										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KRT-XP11- CWNY	15-Bungee Cords, Banner Flags, Painting Stones,Paint Pens	Paid by EFT # 66643		07/08/2025	07/08/2025	07/18/2025		07/18/2025	286.55
686 - Habitat For Humanity of Monroe County INC	DPCCHF- 7.18.25	15-supplementary down payment assist- DPCC Habitat for Humanity	Paid by EFT # 66740		07/08/2025	07/08/2025	07/18/2025		07/18/2025	20,000.00
8658 - Kleindorfer's Hardware LLC	28931	15-D ring anchor points	Paid by EFT # 66780		07/08/2025	07/08/2025	07/18/2025		07/18/2025	35.95
8658 - Kleindorfer's Hardware LLC	28964	15-shelf brackets	Paid by EFT # 66780		07/08/2025	07/08/2025	07/18/2025		07/18/2025	59.94
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 7.14.2025	15-DP&CC- 1617 N Breckenridge Rd-M. Young	Paid by EFT # 66626		07/11/2025	07/11/2025	07/11/2025		07/11/2025	10,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 7.18.2025	15-DP & CC-1963 S. Bernard Dr-A. Nesbit	Paid by EFT # 66627		07/17/2025	07/17/2025	07/17/2025		07/17/2025	10,000.00
1709 - John Bethell Title Company, INC	CLSNG- 7.21.2025	15-DP & CC-2883 S. Walnut St Pike-L. Richards	Paid by EFT # 66628		07/18/2025	07/18/2025	07/18/2025		07/18/2025	10,000.00
Account 53960 - Grants Totals							Invoice Transactions 7		<div></div> \$50,382.44	
Program 150000 - Main Totals							Invoice Transactions 15		<div></div> \$54,180.36	
Department 15 - HAND Totals							Invoice Transactions 15		<div></div> \$54,180.36	
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions 15		<div></div> \$54,180.36	
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	ARPAFUND- 6.25.25	15-ARPA Funding for The Rise -April-June 2025 Expenses	Paid by EFT # 66801		07/08/2025	07/08/2025	07/18/2025		07/18/2025	68,351.87
Account 53960 - Grants Totals							Invoice Transactions 1		<div></div> \$68,351.87	
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions 1		<div></div> \$68,351.87	
Department 15 - HAND Totals							Invoice Transactions 1		<div></div> \$68,351.87	
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions 1		<div></div> \$68,351.87	
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 7.8.2025	15-HOME-DP & CC- 1613 N. Breckenridge- Mills & Mijotovic	Paid by EFT # 296		07/07/2025	07/07/2025	07/07/2025		07/07/2025	10,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000679	15-HOME-Lawncare-Evergreen Village lots 1/2-May 2025	Paid by EFT # 297		07/08/2025	07/08/2025	07/18/2025		07/18/2025	260.00
199 - Monroe County Government	MoCoRec-7.8.2025	15-Recording Fees-Mortgages/Prom Notes/Covenants	Paid by Check # 5531		07/08/2025	07/08/2025	07/08/2025		07/08/2025	735.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3		<hr/> \$10,995.00	
Program 150000 - Main Totals							Invoice Transactions 3		<hr/> \$10,995.00	
Department 15 - HAND Totals							Invoice Transactions 3		<hr/> \$10,995.00	
Fund 2404 - HOME Totals							Invoice Transactions 3		<hr/> \$10,995.00	
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
656 - B&L Sheet Metal and Roofing, INC	2309215	15-Roof Repair on College Square-suite Wedd-5/29le	Paid by EFT # 66653		07/08/2025	07/08/2025	07/18/2025		07/18/2025	2,238.64
1537 - Indiana Door & Hardware Specialties, INC	6909AA-RDC	15-Replacement windows (56) at Showers West	Paid by Check # 80322		07/08/2025	07/08/2025	07/18/2025		07/18/2025	2,969.12
4574 - John Deere Financial f.s.b. (Rural King)	210056	15-Dehumidifier for tenants at 489 W 10th St, (aka ESNet)	Paid by Check # 80324		07/08/2025	07/08/2025	07/18/2025		07/18/2025	169.99
7402 - Nature's Way, INC	182	15-Monthly Interior Maint-226 S College Ave - April 2025	Paid by EFT # 66815		07/08/2025	07/08/2025	07/18/2025		07/18/2025	93.00
7402 - Nature's Way, INC	1043	15-Monthly Interior Maintenance-Showers West - June 2025	Paid by EFT # 66815		07/08/2025	07/08/2025	07/18/2025		07/18/2025	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-269369	15-Janitorial Services proved 5x per week-Showers West - 07/25	Paid by EFT # 66863		07/08/2025	07/08/2025	07/18/2025		07/18/2025	1,648.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 6		<hr/> \$7,395.60	
Program 150000 - Main Totals							Invoice Transactions 6		<hr/> \$7,395.60	
Department 15 - HAND Totals							Invoice Transactions 6		<hr/> \$7,395.60	
Fund 2519 - RDC Totals							Invoice Transactions 6		<hr/> \$7,395.60	



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
56 - Middle Way House, INC	000101219	15-MWH The Rise 5/12/25-6/6/25- operating expenses	Paid by EFT # 66801		07/08/2025	07/08/2025	07/18/2025		07/18/2025	5,083.82
Account 53960 - Grants Totals									Invoice Transactions 1	\$5,083.82
Account 53990 - Other Services and Charges										
9321 - Avalon Community Land Trust	1500W8TH- 7.2.25	15-Construction Funding-Avalon Land Trust - Downspouts	Paid by EFT # 66651		07/08/2025	07/08/2025	07/18/2025		07/18/2025	200.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$200.00
Program 150500 - Housing Totals									Invoice Transactions 2	\$5,283.82
Department 15 - HAND Totals									Invoice Transactions 2	\$5,283.82
Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals									Invoice Transactions 2	\$5,283.82
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
9526 - Boonyama LLC	13	04-Hopewell Commons-shift in payment due to fabrication schedul	Paid by EFT # 66678		07/08/2025	07/08/2025	07/18/2025		07/18/2025	10,000.00
19362 - CrossRoad Engineers, PC	250903	15-Hopewell West- Jackson Street 04/26/25-05/30/25	Paid by EFT # 66706		07/08/2025	07/08/2025	07/18/2025		07/18/2025	1,090.69
6330 - Marshall Security LLC	3778	15-Hopewell Security Patrol-4/1-4/30/25	Paid by EFT # 66795		07/08/2025	07/08/2025	07/18/2025		07/18/2025	9,666.00
6330 - Marshall Security LLC	3718	15-Hopewell Security Patrol-3/1-3/31/25	Paid by EFT # 66795		07/08/2025	07/08/2025	07/18/2025		07/18/2025	9,988.20
6330 - Marshall Security LLC	3832	15-Hopewell Security Patrol-5/1-5/31/25- Holiday 5/29	Paid by EFT # 66795		07/08/2025	07/08/2025	07/18/2025		07/18/2025	10,149.36
3444 - Rundell Ernstberger Associates, INC	2022-1671-32	15-Hopewell Phase 1 East - Inspection-thru 5/31/25	Paid by EFT # 66847		07/08/2025	07/08/2025	07/18/2025		07/18/2025	19,660.97
5409 - VS Engineering, INC	442132	15-Design 1st Street Reconstruction Project thru 05/31/25-FINAL	Paid by EFT # 66893		07/08/2025	07/08/2025	07/18/2025		07/18/2025	17,572.39
Account 53990 - Other Services and Charges Totals									Invoice Transactions 7	\$78,127.61
Program 159001 - Adams Crossing Area Totals									Invoice Transactions 7	\$78,127.61



Board of Redevelopment Commission Claim Register

Invoice Date Range 07/04/25 - 07/18/25

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 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
9700 - Officeworks Services LLC (OfficeWorks)	49987	04-Common Area Furniture for The Forge	Paid by EFT # 66820		07/08/2025	07/08/2025	07/18/2025		07/18/2025	98,489.20
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		\$98,489.20	
Program 159002 - Downtown Area Totals							Invoice Transactions 1		\$98,489.20	
Department 15 - HAND Totals							Invoice Transactions 8		\$176,616.81	
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 8		\$176,616.81	
Grand Totals							Invoice Transactions 42		\$324,867.87	



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: July 11, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 06/23/2025 to 07/06/2025. 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 07/11/25 - 07/11/25
Detail Listing

Employee Department	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	07/11/2025	2,790.08		.00	297.61	170.72	39.92	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.72	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	07/11/2025	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	07/11/2025	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	07/11/2025	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	07/11/2025	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	07/11/2025	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	07/11/2025	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	07/11/2025	2,468.16		.00	200.73	145.16	33.95	69.49	40.54	168.05	1,810.24
			.00	.00	2,316.31	2,341.31	2,341.31	2,316.31	2,316.31		
		\$2,468.16	\$0.00	\$0.00	\$200.73	\$145.16	\$33.95	\$69.49	\$40.54	\$168.05	\$1,810.24
3496 Hershman, Felicia J	07/11/2025	2,024.03		.00	156.44	120.73	28.24	58.42	41.67	112.78	1,505.75
			.00	.00	1,947.23	1,947.23	1,947.23	1,947.23	1,947.23		
		\$2,024.03	\$0.00	\$0.00	\$156.44	\$120.73	\$28.24	\$58.42	\$41.67	\$112.78	\$1,505.75
			\$0.00	\$0.00	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23	\$1,947.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/11/25 - 07/11/25
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	07/11/2025	3,156.61		.00	324.29	192.78	45.08	77.13	55.02	547.27	1,915.04
			.00	.00	2,609.34	3,109.34	3,109.34	2,609.34	2,609.34		
		\$3,156.61		\$0.00	\$324.29	\$192.78	\$45.08	\$77.13	\$55.02	\$547.27	\$1,915.04
3306 Killion-Hanson, Anna	07/11/2025	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	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	07/11/2025	2,629.11		.00	214.62	163.01	38.12	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	\$214.62	\$163.01	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	07/11/2025	1,740.89		.00	116.45	100.08	23.40	47.27	33.72	126.85	1,293.12
			.00	.00	1,614.04	1,614.04	1,614.04	1,614.04	1,614.04		
		\$1,740.89		\$0.00	\$116.45	\$100.08	\$23.40	\$47.27	\$33.72	\$126.85	\$1,293.12
1378 Sandweiss, Noah S	07/11/2025	3,156.61		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.28
			.00	.00	3,094.48	3,094.48	3,094.48	3,094.48	3,094.48		
		\$3,156.61		\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.28
10000 Stong, Mary J 0471	07/11/2025	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	\$317.24	\$161.34	\$37.74	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	07/11/2025	3,597.08		.00	615.37	223.61	52.30	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	\$615.37	\$223.61	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.85
3781 Tamewitz, Steven W	07/11/2025	2,146.23		.00	222.40	133.07	31.12	64.39	45.93	.00	1,649.32
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23		\$0.00	\$222.40	\$133.07	\$31.12	\$64.39	\$45.93	\$0.00	\$1,649.32
2477 Toothman, Cody B	07/11/2025	3,597.08		.00	222.64	212.05	49.59	101.45	70.72	184.85	2,755.78
			.00	.00	3,420.23	3,420.23	3,420.23	3,420.23	3,420.23		
		\$3,597.08		\$0.00	\$222.64	\$212.05	\$49.59	\$101.45	\$70.72	\$184.85	\$2,755.78
			\$0.00	\$0.00	\$3,420.23	\$3,420.23	\$3,420.23	\$3,420.23	\$3,420.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/11/25 - 07/11/25
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	07/11/2025	3,919.76		.00	329.26	243.03	56.83	111.59	79.60	249.15	2,850.30
			.00	.00	3,719.76	3,919.76	3,919.76	3,719.76	3,719.76		
		\$3,919.76		\$0.00	\$329.26	\$243.03	\$56.83	\$111.59	\$79.60	\$249.15	\$2,850.30
			\$0.00	\$0.00	\$3,719.76	\$3,919.76	\$3,919.76	\$3,719.76	\$3,719.76		
728 Wright, Edward E	07/11/2025	2,105.27		.00	190.23	118.29	27.67	57.24	33.39	229.70	1,448.75
			.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	\$27.67	\$57.24	\$33.39	\$229.70	\$1,448.75
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$55,383.19		\$0.00	\$5,476.43	\$3,303.81	\$772.66	\$1,558.61	\$1,087.72	\$3,692.55	\$39,491.41
			\$0.00	\$0.00	\$52,260.76	\$53,286.76	\$53,286.76	\$52,260.76	\$52,260.76		
Grand Totals		\$55,383.19		\$0.00	\$5,476.43	\$3,303.81	\$772.66	\$1,558.61	\$1,087.72	\$3,692.55	\$39,491.41
			\$0.00	\$0.00	\$52,260.76	\$53,286.76	\$53,286.76	\$52,260.76	\$52,260.76		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/11/2025	Payroll				55,383.19
					<u>55,383.19</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 \$ 55,383.19

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 _____

Memo



To: Redevelopment Commission

From: Anna Killion-Hanson

Date: 7/18/2025

Re: Director's Report

1.) HUD Update

a. Consolidated Plan 2025-2029

On 7/16/2025 we presented a summary of the findings of our Consolidated Plan to City Council as the last formal step required prior to submitting the plan to Housing & Urban Development (HUD). I did notice a typo in the presentation, not draft plan, indicating all outreach sessions happened in 2025 instead of 2024. For clarity & to read into the record- all outreach occurred in 2024. The draft plan will be submitted to HUD immediately.

b. FY 2026

The House Transportation, Housing and Urban Development, and Related Agencies (THUD) Appropriations Subcommittee met 7/14/25 to mark-up their FY26 spending bill. Subcommittee leadership released a preview of the measure 7/13. The measure indicates fully funding the CDBG program. The measure also provides \$2.3 billion in Community Project Funding for 1,678 new local Economic Development Initiative (EDI) projects. The measure, however, cuts the HOME program completely for FY26. This measure is not official and still needs to make it through the Senate but may be a sign of what is to come. Of note, our HOME dollars have been supporting new builds for Habitat for Humanity of Monroe County. We currently have 7 builds underway that are utilizing HOME funds.

c. CAPER

HAND staff is working on executing our Consolidated Annual Performance Evaluation Report (CAPER) for PY24. This should be out for public notice in the next two weeks.

2.) Property Update


a. College Square

Alt Witzig has performed geotechnical borings in 9 locations across the property. We have been told that the report shall be released this week.

b. Hopewell

- i. We have fully executed the agreement with Flintlock on Hopewell South. Flintlock has been provided all requested materials and has begun their work.
- ii. H&K has been scheduled to address the weeds at 714 S. Rogers Street & the islands
- iii. It appears that we have had transients trespass in the Hopewell Parking Garage (Please see attached security report). Staff has taken measures to get a contractor out to secure the fencing surrounding the garage which appears to be the access point.


Hopewell - Incident Report



JN

Nesbitt
07/16/2025, 09:43 PM | America/Indiana/Indianapolis

#529



Incident Report

Please fill out **immediately** in the case of an incident and submit.

This includes security and maintenance reports, and notes to property managers.

Date and Time of Incident: 07/16/2025, 05:50 PM | America/Indiana/Indianapolis (-04:00)

Type of Incident: MSI Officer on-site

Follow-up report

Note to maintenance

Suspicious activity

Responding to client request

Trespassing

Witnessed breach of client policy

Domestic disturbance

Unsafe conditions

If other, please specify:

Describe the incident: [Redacted--] was letting her daughter play at trades district park when she heard someone screaming and fighting in the hopewell parking garage that was connected to the old hospital. She phoned the incident into our office.

We dispatched a patrol unit and entered the the garage and patrolled all 5 levels. We didn't see anyone on-site but there was activity of transients sleeping on level 1 and 2 floors. They are accessing the garage by the rear north east corner see attached photo.

Were there any witnesses?: Yes

If yes, provide names and contact details: [Redacted]

Police Involvement

If applicable:

If the police were contacted, create a followup report upon their arrival and detail their response below.

Were the police contacted?: No, incident did not warrant a call

What actions did law enforcement take?:

What was the result of the incident?: Patrolled the parking garage no one was found

Images

1/4

2/4



Signature:

3/4

4/4

c. Trades District Garage

The Trades District Garage is having an issue with the air conditioner. High humidity has been noted in the ES NET suite. Some areas of the unit are reading as high as 80% humidity. The space is maintaining a 71 degree temperature. HFI has been out to look at the issue several times. A HVAC manufacturer representative is expected to come evaluate the system. I would like to request that consideration be given to requiring manual j &/or manual d calculations be performed to confirm right sizing equipment in the future.

d. The Forge

Staff has performed a final walk through of the Forge and have confirmed project completion. Director Kupersmith is working on formally closing the project. For your awareness- Bike rack installation differed one inch from plans. To meet Planning requirements racks were moved to exact plan specifications.



25-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PERMANENT BLANKET STORMWATER EASEMENT
AT TRADES DISTRICT, LOT 2A

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) owns certain real property particularly identified as Lot 2A in the Amendment Final Plat of Trades District Lot 2 which is recorded as Instrument Number 2023002418 on the 8th day of March, 2023, in the Office of the Recorder of Monroe County, Indiana (the “Property”);

WHEREAS, the City of Bloomington Utilities (“CBU”) desires to have a Permanent Blanket Stormwater Easement (“Easement”) on the Property for the purpose of permitting CBU, its employees, agents, assigns, and independent contractors, the right to enter upon the Property for the purpose of installing, inspecting, operating, maintaining, repairing and/or replacing any and all stormwater infrastructure located on the Property at its sole discretion, to charge the cost of such maintenance to the responsible parties, and to assume responsibility for the stormwater infrastructure if CBU, at its sole discretion, deems it necessary;

WHEREAS, the Easement and Right-of-Way on the Property will run with the land;

WHEREAS, the Easement and Right-of-Way contains certain terms and conditions and is located in Attachment 1;

WHEREAS, a drawing showing Lot 2A, the subject of the Easement and Right-of-Way, is located in Attachment 2, this area contains “The Forge”;

WHEREAS, under Resolution 23-63, the RDC entered into a Memorandum of Understanding (“MOU”) with CBU for installation of green roof stormwater infrastructure which provides for additional conditions and which is attached to the Easement as Exhibit “A”;

WHEREAS, the recording of the Easement and Right-of-Way is necessary to further development of the Property; and,

WHEREAS, the Easement and Right-of-Way is in the best interests of the Trades District, economic development, and is for the public good.

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

1. The Redevelopment Commission reaffirms its approval of the Project.
2. The Redevelopment Commission approves of the Permanent Blanket Stormwater Easement as detailed in Attachment 1.
3. The President of the RDC is authorized to execute the Permanent Blanket Stormwater Easement on behalf of the Redevelopment Commission and to take any steps necessary to record the Permanent Blanket Stormwater Easement with the Monroe County Recorder's Office.
4. City Staff is authorized to perform any and all duties to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Attachment 1
Permanent Blanket Stormwater Easement at Trades District, Lot 2A

PERMANENT BLANKET STORMWATER EASEMENT

THIS INDENTURE WITNESSETH, that City of Bloomington Redevelopment Commission, (“GRANTOR”), for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON UTILITIES, (“GRANTEE”), a perpetual blanket easement and right-of-way (“Easement and Right-of-Way”) upon, across, over and under Grantors’ real estate located in Monroe County, Indiana, described in a deed recorded at Instrument Number 2011012088 on the 7th day of September, 2011, in the Office of the Recorder of Monroe County, Indiana and more particularly identified as Lot 2A in the Amendment Final Plat of Trades District Lot 2 which is recorded as Instrument Number 2023002418 on the 8th day of March, 2023, in the Office of the Recorder of Monroe County, Indiana, (the “Property”).

This Easement and Right-of-Way is granted for the purpose of permitting the GRANTEE, its employees, agents, assigns, and independent contractors, the right to enter upon the Property for the purpose of installing, inspecting, operating, maintaining, repairing and/or replacing any and all stormwater infrastructure located on the Property at its sole discretion, to charge the cost of such maintenance to the responsible parties, and to assume responsibility for the stormwater infrastructure if GRANTEE, at its sole discretion, deems it necessary. An entry by GRANTEE, its employees, agents, assigns, and independent contractors upon the Property to effectuate the foregoing purposes shall not be deemed as trespass. GRANTOR intends this Easement and Right-of-Way to run with the land.

Conditions of this Easement and Right-of-Way shall be as follows:

1. GRANTEE shall be permitted access into and through any buildings to access any green roof stormwater infrastructure located on top of any buildings on the Property during GRANTOR’S normal business hours. In all non-emergency conditions, the GRANTEE shall provide 24-hour notice prior to accessing the green roof.
2. Within ten (10) feet of any public storm drainage infrastructure, GRANTOR shall only be permitted to use the surface of the land within the easement for paving, parking, and landscaping, or to change the grade of the land, if plans for such improvements or grading are approved in writing by GRANTEE prior to construction.
3. Excepting the green roof stormwater infrastructure, no utility installations of any kind shall be permitted within ten (10) feet of any stormwater infrastructure without the written authorization and approval of GRANTEE, except those which are included and identified in existing or future construction plans which have been given written approval by GRANTEE.
4. GRANTOR shall not cause, permit or suffer to allow any alterations, whether natural or manmade on the Property that may hinder, impede or impair the flow of stormwater in the drainage facilities or to cause the drainage facilities to no longer function as intended;
5. In accordance with Title 13 of the Bloomington Municipal Code (or any successor code that may replace Title 13) GRANTOR shall be responsible for all maintenance, repairs and replacement of the drainage facilities on the Property.

- 6. In the event that GRANTOR executes and records either a more particular permanent and exclusive public storm drainage infrastructure easement document, or a final plat containing permanent and exclusive public storm drainage infrastructure easements, which has been found acceptable to GRANTEE, GRANTEE shall record a RELEASE OF EASEMENT AND RIGHT-OF-WAY which shall extinguish GRANTEE’S rights under this document.
- 7. The parties herein have previously entered into a Memorandum of Understanding for installation of green roof stormwater infrastructure which provides for additional conditions and which is attached hereto, Marked as Exhibit “A”, and by this reference is incorporated herein.

The undersigned person executing this Easement and Right-of-Way on behalf of GRANTOR represents and certifies that they are a duly elected officer of GRANTOR and have been fully empowered, by proper resolution of the Board of Directors of GRANTOR, to execute and deliver this Easement and Right-of-Way; that GRANTOR has full corporate capacity to convey the Easement and Right-of-Way interests described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

The GRANTOR states that it is the sole owner of the Property.

IN WITNESS WHEREOF, Grantor(s) has caused this document to be executed this ____ day of _____, 2025.

By: _____

Printed Name: _____

Title: _____

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, who executed the above and foregoing instrument as his/her voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires: _____
Notary Public

Residing in _____ County Notary Printed Name

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Christopher J. Wheeler

This instrument prepared by Christopher J. Wheeler, Attorney at Law, City of Bloomington Legal Department, P. O. Box 100, Bloomington, Indiana 47402

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON UTILITIES DEPARTMENT AND BLOOMINGTON REDEVELOPMENT COMMISSION FOR GREEN ROOF

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the City of Bloomington Utilities Department ("CBU") acting through its Utilities Service Board ("USB"), and the Bloomington Redevelopment Commission ("RDC").

WHEREAS, RDC owns 12-acres of land within Bloomington's Certified Technology Park ("Trades District"), proof of which can be found in a quit claim deed recorded as Instrument Number 20110122088 in the Monroe County Recorder's Office (the "Property"); and

WHEREAS, as part of the redevelopment of the Trades District, CBU recognizes an opportunity to install green roof stormwater infrastructure on the roof of the Trades District Technology Center as a showcase to various stakeholders and community members including developers, contractors, architects and others on how to install and maintain green roof infrastructure; and

WHEREAS, the RDC wishes to allow CBU to use the Trades District Technology Center building rooftop as a showcase for green roof stormwater infrastructure; and

WHEREAS, CBU and the RDC wish to establish this Memorandum of Understanding identifying the monetary contribution for installation of said infrastructure and also to delineate the ongoing and future operation, maintenance, repair and/or replacement of the green roof storm water infrastructure.

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

1. RDC shall install green roof stormwater infrastructure (the "Infrastructure") on the roof of the Trades District Technology Center.
2. The RDC grants CBU full and continuous access into and onto the Property as necessary to showcase the Infrastructure to stakeholders and other members of the community by taking said interests up to the roof top whenever CBU desires. CBU shall give 24 hours advance notice to The Mill (as RDC property manager) before any such viewings occur.
3. CBU shall make a one-time contribute to RDC in an amount not to exceed \$310,000.00 for the installation of the Infrastructure.
4. RDC shall be responsible for all future maintenance and repairs of the Infrastructure.
5. Should the RDC choose to remove the Infrastructure or permit the Infrastructure to no longer operate as intended, then the RDC agrees to design and submit plans to CBU for alternative stormwater features and install the same in order to replace the lost stormwater detention and treatment qualities provided by the Infrastructure.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD

Meghan Parmenter, VP 8/14/23
Amanda Burnham Date
President

Matt Havey DOA Vic Kelson
Matt Havey DOA Vic Kelson (Aug 17, 2023 14:15 EDT)
Vic Kelson Date
City of Bloomington Utilities Director

BLOOMINGTON REDEVELOPMENT
COMMISSION

Cindy Kinbarney
Cindy Kinbarney Date
President

Attest: Deborah Myerson 8/7/2023
Deborah Myerson Date
Secretary

25-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA
APPROVAL OF PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

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 has created a tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”);

WHEREAS, the Buskirk-Chumley Theater (“BCT”) building is a historic landmark which is listed in the National Register of Historic Places and is located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area;

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of downtown Bloomington;

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities in which such support is provided;

WHEREAS, since 2001 the RDC has approved a series of partnership agreements with BCT Management, Inc. (“BCTM”) regarding the Theater;

WHEREAS, a new three-year partnership agreement (“Partnership Agreement”) has been negotiated with BCTM, and is attached to this Resolution as Attachment 1;

WHEREAS, the Partnership Agreement provides that the Redevelopment Commission shall provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF for each year of the Partnership Agreement to be used on the Theater as permitted by Indiana Code § 36-7-14-39;

WHEREAS, the Partnership Agreement includes additional partners with those being the City of Bloomington whom shall provide Fifty-Five Thousand Dollars (\$55,000.00) for the year 2025, the City of Bloomington Parks and Recreation Department whom shall provide Fifteen Thousand Dollars (\$15,000) for each of the three years, the City of Bloomington's Department of Economic and Sustainable Development whom shall provide Twenty-Five Thousand Dollars (\$25,000.00) for the year 2025 and Eighty Thousand Dollars (\$80,000) for each of the years 2026 and 2027;

WHEREAS, the RDC is not the source of the Operations Funding; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for its obligations under the Partnership Agreement.

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

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk-Chumley Theater as described in the Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the Partnership Agreement, and authorizes the Redevelopment Commission's President to sign the agreement on its behalf.
3. The Redevelopment Commission approves the expenditures in an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF to be used on the Theater for each year of the Agreement. Specific expenditures will be presented to the Redevelopment Commission for review and approval when: (1) BCT Management, Inc., following the City's procurement process as set forth in the City's Financial Policies Manual, to obtain bids or quotes for a desired purchase; (2) BCT Management, Inc. has made a request for Tax Increment Funding; (3) the City, through the Director of Economic and Sustainable Development or their designee, has approved the request for Tax Increment Funding; and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for expenditures under the Partnership Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2027, unless otherwise extended by the RDC.
5. City Staff is hereby authorized to perform all activities and execute all documentation to effectuate the purposes of this resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

BUSKIRK-CHUMLEY THEATER MANAGEMENT AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2025, by and between the City of Bloomington, Indiana (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”).

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

WHEREAS, the previous Management Agreement between the City and BCTM expired on December 31, 2024; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2025 through December 31, 2027, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

WHEREAS, it is in the public interest that such partnership continue.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a management agreement, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2025, to December 31, 2027, unless early termination occurs as described in paragraph 6(J), below.

3. FUNDING

The City shall, during the year 2025, provide Fifty Five Thousand Dollars (\$55,000) to support the operations and programming at the BCT (“Operations Funding”) annually. The Operations Funding shall be paid in four (4) Quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City of Bloomington's Department of Economic and Sustainable Development (ESD) shall, during the year 2025, provide TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) to support the operations and programming at the BCT (“Operations Funding”) annually. ESD shall, each of the years 2026 and 2027 provide EIGHTY THOUSAND AND 00/100 dollars (\$80,000), for a total of ONE HUNDRED SIXTY THOUSAND AND 00/100 dollars (\$160,000). The Operations Funding shall be paid in one (1) payments during the first quarter of each fiscal year. These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000) for BCTM facility-related responsibilities as detailed in **Exhibit A**, Section one of this Agreement, and unplanned repairs per year at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

Funds may be used to address unplanned needs or repairs that are the responsibility of the City pursuant to **Exhibit A**, Section 2.

BCT Director must request use of unplanned repair funds from the City’s Department of Parks and Recreation staff, and repairs must be completed by an approved city vendor and must follow other City procurement guidelines (including at least three competitive quotes for expenses over \$25,000) and will be paid by the City Department of Parks and Recreation directly to the vendor.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”) annually. The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14- 39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City— through the Director of Economic and Sustainable Development or his designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding

under this Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

Non-Appropriation of Funds

The continuation of this Agreement beyond the current fiscal year is contingent upon the appropriation of funds by the City Council. In the event the City Council does not appropriate funds for any subsequent fiscal year during the term of this Agreement, the City shall have the right to terminate this Agreement without penalty or further obligation, upon written notice to the Vendor. Such termination shall not be deemed a default or breach of this Agreement, and the City shall not be liable for any damages, including but not limited to loss of profits, consequential damages, or other claims related to non-funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement.

A. Programming:

i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT's role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non- entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

B. Management Obligation

BCTM shall manage the BCT as follows:

i. BCTM agrees to maintain its principal corporate office with regular office hours on the BCT premises.

ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.

iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.

iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.

v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates upon request.

vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.

vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

C. Sale of Alcoholic Beverages

i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.

ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.

iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.

iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

D. BCTM's Responsibility for Maintenance, Repair and Utilities

i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in **Exhibit A**, Section 2.

ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain

the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. BCTM shall notify the City when a new tenant leases the west portion of the space. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.

iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.

iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in *Exhibit A*, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to *Exhibit A*, Section 2.

v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in *Exhibit B*; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to *Exhibit A*, Section 2.

vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in *Exhibit A*. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.

vii. BCTM requests to use Tax Increment Funding shall be compliant with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike

manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.

x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.

xi. BCTM shall not permit any lawful mechanics or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

E. Organizational Information

BCTM shall share financial information with the City.

i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15 of each calendar year.

ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15 of each calendar year. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during the previous year, income and expenses related to the BCT property for the previous year, updates on the preventative maintenance BCTM undertook in the previous year, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.

iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization

Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.

iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. Upon request, BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of the City's request.

v. The City shall set a meeting after April 15 and prior to May 30 of each year for BCTM to present the previous year's annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting. Members of the RDC, Parks and Recreation Department, and any other body or department involved with BCT shall be invited to attend the City's annual meeting.

vi. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events. The BCT Director, the City's Parks and Recreation staff, and City Economic and Sustainable Development staff will meet on a quarterly basis to discuss ongoing building maintenance and repair issues in order to plan for and identify funding for the anticipated repairs.

vii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.

viii. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at any time for any reason.

ix. BCTM shall provide BCT participation data to the City Departments of Economic and Sustainable Development and Parks and Recreation on a yearly basis to be used in the Bloomington Parks and Recreation annual report.

x. BCTM shall include its success in meeting its annual goals in the final quarterly report of the year.

xi The City shall set a partnership evaluation meeting after September 1, 2027, and prior to November 1, 2027, to evaluate the partnership and prepare an extension or replacement partnership agreement for City approvals in December 2027.

F. Inventory List and Disposal of Surplus Property

i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31 of each year. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party damage or that was not subject to replacement by the City pursuant to *Exhibit A*, Section 2.

ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.

iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

A. Programming and Premises:

i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.

ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.

iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.

iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in *Exhibit B*.

v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made at the City's discretion.

vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in *Exhibit A*, Section 2 of this Agreement.

vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in Section 3 and 4.D.vii of this Agreement, in a timely manner.

viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.

ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.

x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval. The City shall be responsible for paying the labor costs associated with the rental.

B. Payments:

i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

A. Assignment and Leasing

i. BCTM may not assign this Agreement or its obligations under this Agreement.

ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of

the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or a designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

B. Indemnification and Release

i The Parties shall indemnify, defend, and hold each other harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. The Parties shall indemnify, defend and hold each other harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to

indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.

The Parties further agree to indemnify, defend, and hold harmless each other from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees 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 either party, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without the Parties's knowledge or consent.

ii. If one Party shall, without fault, become a party to litigation commenced by or against the other Party, then the party in litigation shall indemnify and hold the other Party harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. the Parties hereby release each other from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. Each Party y shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

C. Risk of Loss: In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within three hundred sixty-five (365) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

D. E-Verify: Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as **Exhibit C**.

E. Nuisance: BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an

affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

F. Firearms Policy: Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as **Exhibit D**.

G. Non-Waiver: Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.

H. Insurance: BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage upon request.

I. Notice: Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

To City:

City of Bloomington Legal Department
P.O. Box 100 401 N. Morton Street, Suite 220
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave.
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

J. Termination: Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and fundraising of the BCT, which shall be used by the City exclusively for reinvestment in the BCT, or to procure a new management company to operate the BCT.

K. Default

i. By City: If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail

Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. By BCTM: If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.

L. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

M. 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

N. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

O. Non-Discrimination: BCTM shall comply with City of Bloomington Ordinance 2.23.100 *et seq.* and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. BCTM 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 BCTM believes that a City employee engaged in such conduct towards BCTM and/or any of its

employees, BCTM or its employees may file a complaint with the City department head in charge of BCTM's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. However, nothing in this provision shall preclude BCTM from administering and having exclusive decision making authority over events, programs, or contracts on any other basis not prohibited by this Agreement, Bloomington Ordinance 2.23.100 *et seq.*, and all other federal, state and local laws and regulations governing non-discrimination.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: _____
Jane Kupersmith Director
Economic & Sustainable Development

By: _____
Nicholas Kappas
BCTM Board Chair

By: _____
Margie Rice, Corporation Counsel

REDEVELOPMENT COMMISSION

By: _____

BOARD OF PARK COMMISSIONERS

By: _____

EXHIBIT A

BCT Management, Inc. (BCTM) Responsibilities

A. Repairs and Maintenance (ongoing upkeep, minor fixes, preventive or routine maintenance, inspections, and other services):

- Building interior, including but not limited to:
 - Walls, floors, floor coverings, ceilings
 - Plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers
 - Water fountains, lighting fixtures, railings
 - Interior doors, interior door glass, locks, keys, and associated hardware
- Stage equipment and soft goods
- Theater seating and furniture, including:
 - Theater seats, free-standing chairs, tables, desks, counters, and other furnishings
- Mechanical systems servicing (including service contracts):
 - Electrical, plumbing, and HVAC systems
- Fire and life safety systems servicing (including service contracts):
 - Fire alarm and sprinkler system, fire extinguishers
- Western portion of the storefront retail space, including:
 - Interior repairs and maintenance of its mechanical systems (electrical, plumbing, HVAC)
- BCTM-owned office equipment and furniture:
 - All repairs, maintenance, replacement, and purchase of equipment and furnishings used for BCTM's administrative operations (not related to Theater functions or City-owned

property)

- Preventative maintenance reporting:
 - An annual report documenting all repairs, maintenance, and preventative measures undertaken
-

City of Bloomington (COB) Responsibilities

A. Repairs and Maintenance (Structural/exterior and critical systems):

- Theater exterior structure:
 - Walls, roof, gutters, solar panels, and overall building envelope
 - Exterior doors, door locks, windows, and window locks (where applicable)
- Marquee:
 - Repairs and maintenance, including electrical components and letters

B. Replacements (Major equipment/systems and City-owned assets):

- Mechanical systems:
 - Replacements for electrical, plumbing, and HVAC systems
- Fire and life safety systems:
 - Replacement of the fire alarm and sprinkler systems
- City-owned property within the Theater, as listed in the [BCT Equipment & Facility List](#):
 - Floors, floor coverings, fixed seats, free-standing seats
 - Sound system, lighting system, microphones

- Box office equipment, soft goods, rigging, stage extension, piano
- Any other inventoried items intended for City ownership

EXHIBIT B

BCT Equipment and Facility List

[Printed PDF File to be Included with Final Contract]

STATE OF INDIANA

COUNTY OF MONROE

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

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.

**25-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AGREEMENT WITH
MOTHER NATURE LANDSCAPING, INC. FOR
LANDSCAPING SERVICES AT THE
TRADES DISTRICT AND TRADES DISTRICT GARAGE**

- WHEREAS, the Bloomington Redevelopment Commission (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and
- WHEREAS, the RDC has determined that the landscaping upkeep of the newly renovated infrastructure in the CTP’s Trades District and the Trades District Garage should reflect the quality of the structures and activities which occur in the Trades District and the Trades District Garage;
- WHEREAS, City Staff sought quotations for said landscaping services for the remainder of 2025 and through 2026 and received two bids;
- WHEREAS, City Staff evaluated the bids received and determined that Mother Nature Landscaping, Inc. was the lowest responsive and responsible bidder at Nineteen Thousand Two Hundred and Seventy-Five Dollars (\$19,275.00);
- WHEREAS, City Staff has negotiated the terms of an agreement with Mother Nature Landscaping, Inc. and said agreement is attached hereto as Attachment 1; and,
- WHEREAS, the RDC has available funds to pay for the Services from Fund Account Number 4445-15-159002-53990 (Consolidated TIF- Downtown).

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

1. The Bloomington Redevelopment Commission finds the above-described expenditures to be an appropriate use of the available funds, and finds that the landscaping services serve the public’s best interest.
2. The Bloomington Redevelopment Commission hereby approves the Agreement appended to this Resolution as Attachment 1 and authorizes funding for the agreement from Fund Account Number 4445-15-159002-53990 in an amount not to exceed Nineteen Thousand Two Hundred and Seventy-Five Dollars (\$19,275.00).

3. The funding authorization contained in this Resolution shall terminate on January 31, 2027, for services performed on or before December 31, 2026, unless extended by the RDC in advance.
4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
MOTHER NATURE LANDSCAPING, INC. FOR
LANDSCAPING SERVICES AT THE
TRADES DISTRICT AND TRADES DISTRICT GARAGE**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Mother Nature Landscaping, Inc. (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.
3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Nineteen Thousand Two Hundred and Seventy-Five Dollars (\$19,275.00). Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington

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

4. **Retainage.** [This Section Intentionally Left Blank]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
8. **Schedule.** [This Section Intentionally Left Blank]
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC 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 RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC 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 RDC as part of the Services shall become the property of the RDC. Contractor shall retain its

ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 RDC. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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 RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

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

- 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 RDC nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
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 RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
21. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
23. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

TO RDC:	TO CONTRACTOR:
Bloomington Redevelopment Commission	Mother Nature Landscaping, Inc.
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Shawn Eurton
401 North Morton Street, Suite 130	4848 South Walnut Pike
Bloomington, Indiana 47404	Bloomington, Indiana 47401

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

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

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

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

- 26. Living Wage Ordinance.** Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with the City of Bloomington 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 of Bloomington 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.

Bloomington Redevelopment Commission
BY:

Mother Nature Landscaping, Inc.
BY:

Deborah Myerson, President

Signature

ATTEST:

Printed

John West, Secretary

Date

Date

EXHIBIT “A”

SCOPE OF WORK

The Services shall include those detailed on the following pages.



Anna Killion-Hanson <anna.killionhanson@bloomington.in.gov>

Trades District Parking Garage Landscape Maintenance

1 message

Shawn Eurton <seurton3@gmail.com>

Fri, Jun 6, 2025 at 7:05 PM

To: Anna Killion-Hanson <anna.killionhanson@bloomington.in.gov>

Trades District Parking Garage Landscape Maintenance

Proposal From:

Mother Nature Landscaping Inc

[4848 S. Walnut Pike](#)

[Bloomington, IN 47401](#)

seurton3@gmail.com

Landscape Maintenance (Entire Property)

-No Work on B-Line Side of Trees-

Labor:

-Spring Clean-Up and Mulching of all Beds

-Parking Lot and Hard Surface Debris Clearing as Needed

-Bi-Weekly Weed Maintenance

-Prune as Needed

-Fall Leaf Removal and Vacuum

-Trash Pick Up

\$4,100

Mulch and Delivery \$685

Total Yearly Surfaces \$4,785

Please let me know if you have additional Questions

Thanks Shawn Eurton



Anna Killion-Hanson <anna.killionhanson@bloomington.in.gov>

Trades District (City of Bloomington)

1 message

Shawn Eurton <seurton3@gmail.com>

Fri, Jun 6, 2025 at 10:36 AM

To: Anna Killion-Hanson <anna.killionhanson@bloomington.in.gov>

Trades District (City of Bloomington)

Proposal From:

Mother Nature Landscaping Inc

4848 S. Walnut Pike

Bloomington, IN 47401

seurton3@gmail.com

Remaining 2025 Landscape Maintenance

-Along Makers Way

-Along Madison Street

-Courtyard @ New Artwork and Street Trees

Tree Maintenance:

-Limb-Up (57) Street Trees and Haul Debris \$1,600

-Fall Mum Plant Install in (25) Designated Containers \$750

-Fall Mums in (23) Designated Containers \$675

-Water Designated Containers Weekly as Needed and Fertilize \$750

-Weed all Street Beds and Paver Areas Bi-Weekly \$750

-Prune all Street Beds and Remove Dead as Needed \$400

-Fall Leaf Removal from All Surfaces and Vacuum \$1,000

-Weekly Mowing of Courtyard @ No Charge

-Weekly Blowing Off Property Surfaces @ No Charge

-Weekly Trash Pick Up @ No Charge

Total: \$5,925

2026 Landscape Maintenance (Good f

Yearly Maintenance Services

Labor:

-Pruning All Street Trees

-Spring Clean-Up of Entire Property

-Watering and Fertilizing (25) Designated Containers As Needed

-Mulch (24) Street Landscape Beds

-Pruning As Needed of all Landscape Beds

-Weeding of all Beds and Surfaces

-Fall Leaf Removal

\$3,150

Mulch and Delivery \$450

Total: \$3,600

Seasonal Container Annuals

-Early Spring

-Summer Annuals

-Fall and Early Winter

Plant Installation \$600 each @ (3) Times \$1,800

Annual Plantings \$805 @ (3) Times \$2,415

Water Annual Pots as Needed and Fertilize \$750

Total: \$4,965

2026 Contract Total: \$8,565+tax

I have included everything we spoke about after walking the property. We will provide and excellent service and I will be on site multiple times per week to perform services and create a special identity to this area. I bid this as a break even on cost but if price is an issue I will do the contract for whatever is needed to continue and be involved in the area. I truly want this area to have a "Wow" impact for the Public

Please let me know if you have additional questions.

Thanks SE

EXHIBIT "B"
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 RDC 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

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

1. The undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Signature

Printed name

EXHIBIT “C”

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 RDC 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 RDC 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

25-91
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT WITH
MARSHALL SECURITY, LLC FOR
SECURITY PATROLS AT HOPEWELL PROPERTIES

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area ("Consolidated TIF");

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing;

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;

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");

WHEREAS, the RDC approved an agreement with Marshall Security LLC ("Marshall") in Resolution 22-45 to provide security patrols for Hopewell ("Services"), and extended the agreement in Resolution 23-56, 23-69, 23-88, 23-114, 24-21, 24-38, and 24-62;

WHEREAS, City staff believed it was in the best interests of the project to continue Services with Marshall under the expired contract terms from March 1, 2025, until June 30, 2025, and four invoices covering this time period are located in Attachment 1 totaling Thirty-Nine Thousand Four Hundred Sixty-Nine Dollars and Fifty-Six Cents (\$39,469.56), the first three of which are on the current pay cycle and the fourth will be on the next pay cycle, there are funds available in the current purchase order under Resolutions 24-38 and 24-62 to cover payment of these invoices;

WHEREAS, City Staff has negotiated the terms of a new agreement with Marshall and said agreement is located in Attachment 2;

WHEREAS, said agreement commences on July 1, 2025 and terminated on June 30, 2026, for a not to exceed fee of One Hundred Twenty-One Thousand Fifty-Six Dollars (\$121,056.00); and,

WHEREAS, the RDC has available funds to pay for the Services from Fund Account Number 4445-15-159002-53990 (Consolidated TIF- Downtown).

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

1. The Bloomington Redevelopment Commission reaffirms its support of the Project, and reiterates that it serves the public's best interests.
2. The Bloomington Redevelopment Commission finds the Project is an appropriate use of TIF funds, and that the Project serves the public's best interests.
3. The Bloomington Redevelopment Commission hereby ratifies the Services performed from March 1, 2025, to June 30, 2025, as shown in the invoices contained in Attachment 1.
4. The Bloomington Redevelopment Commission hereby approves the Agreement appended to this Resolution as Attachment 2 and authorizes funding for the agreement from Fund Account Number 4445-15-159002-53990 in an amount not to exceed One Hundred Twenty-One Thousand Fifty-Six Dollars (\$121,056.00).
5. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission 's claims process.
6. The funding authorization contained in this Resolution shall terminate on July 31, 2026, for services performed on or before June 30, 2026, unless extended by the Bloomington Redevelopment Commission in advance.
7. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Attachment 1

INVOICE

Marshall Security LLC
PO Box 104
Stanford, IN 47463

kathy@marshallmsi.com
+1 (812) 345-8179
www.marshallmsi.com



Hopewell

Bill to

Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Ship to

Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Invoice details

Invoice no.: 3718
Terms: Net 30
Invoice date: 04/01/2025
Due date: 05/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Unarmed Security Services	Unarmed Security Officer: 03/01/2025-03/31/2025, Monday - Sunday, 7:00PM-7:00AM (31 shifts x12 hours x 1 Officer = 372 hours) w/ flex scheduling 2-3 days per week	372	\$26.85	\$9,988.20

Total **\$9,988.20**

Payments can be made via bank transfer (ACH), cash, or check payable to Marshall Security LLC.

Note to customer

Thank you for your business!

INVOICE

Marshall Security LLC
PO Box 104
Stanford, IN 47463

kathy@marshallmsi.com
+1 (812) 345-8179
www.marshallmsi.com



Hopewell

Bill to

Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Ship to

Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Invoice details

Invoice no.: 3778
Terms: Net 30
Invoice date: 05/05/2025
Due date: 06/04/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Unarmed Security Services	Unarmed Security Officer: 04/01/2025-04/30/2025, Monday - Sunday, 7:00PM-7:00AM (31 shifts x12 hours x 1 Officer = 293.35 hours) w/ flex scheduling 2-3 days per week	360	\$26.85	\$9,666.00

Total **\$9,666.00**

Payments can be made via bank transfer (ACH), cash, or check payable to Marshall Security LLC.

Note to customer

Thank you for your business!
Please Consider leaving us your feedback!
<https://marshallmsi.com/client-feedback/>.

INVOICE

Marshall Security LLC
PO Box 104
Stanford, IN 47463

megan@marshallmsi.com
+1 (812) 345-8179
www.marshallmsi.com



Hopewell

Bill to
Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Ship to
Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Invoice details
Invoice no.: 3832
Terms: Net 30
Invoice date: 06/05/2025
Due date: 07/05/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Unarmed Security Services	Unarmed Security Officer: 05/01/2025-05/31/2025, Monday - Sunday, 7:00PM-7:00AM (30 shifts* x12 hours x 1 Officer = 372 hours) w/ flex scheduling 2-3 days per week	360	\$26.85	\$9,666.00
2.	Unarmed Security Services	*Unarmed Security Officer: 05/29/2025, 7:00PM-7:00AM (12 hours) - HOLIDAY MEMORIAL DAY	12	\$40.28	\$483.36

Total

\$10,149.36

Payments can be made via bank transfer (ACH), cash, or check payable to Marshall Security LLC.

Note to customer
Thank you for your business!

INVOICE

Marshall Security LLC
PO Box 104
Stanford, IN 47463

megan@marshallmsi.com
+1 (812) 345-8179
www.marshallmsi.com



Hopewell

Bill to
Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Ship to
Anna Killion-Hanson
Bloomington Redevelopment Commission
401 N Morton St
Bloomington, IN 47404

Invoice details

Invoice no.: 3880
Terms: Net 30
Invoice date: 07/07/2025
Due date: 08/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Unarmed Security Services	Unarmed Security Officer: 06/01/2025-06/30/2025, Monday - Sunday, 7:00PM-7:00AM (30 shifts x 12 hours x 1 Officer = 360 hours) w/ flex scheduling 2-3 days per week	360	\$26.85	\$9,666.00

Total

\$9,666.00

Payments can be made via bank transfer (ACH), cash, or check payable to Marshall Security LLC.

Note to customer

Thank you for your business!

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
MARSHALL SECURITY, LLC FOR
SECURITY PATROLS AT HOPEWELL PROPERTIES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Marshall Security LLC (“Contractor”) (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the services for the RDC as outlined in **Exhibit “A”** (the “Services” or “Scope of Services”). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
 - a. **Effective Date.** The effective date for this contract Shall be July 1, 2025.
 - b. **Term.** This Agreement shall commence on the effective date and expire on the 30th day of June, 2026.
 - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.
3. **Compensation.** Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed One Hundred Twenty-One Thousand Fifty-Six Dollars (\$121,056.00). Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment

will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit "A"**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

4. **Retainage.** [This Section Intentionally Left Blank]
5. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
6. **Responsibilities of the RDC.** The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
7. **Appropriation of Funds.** If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
8. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "A"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
9. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the RDC 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 RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the RDC 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 RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software

and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 RDC. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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 RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

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

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 RDC nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
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 RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
21. **Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.
22. **E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "B"**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
23. **Non-Collusion.** Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

TO RDC:	TO CONTRACTOR:
Bloomington Redevelopment Commission	Marshall Security LLC
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Megan Bentley
401 North Morton Street, Suite 130	2520 West Third Street
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

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

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

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

- 26. Living Wage Ordinance.** Contractor is considered a “covered employer” and is obligated to pay at least a living wage to its covered employees in accordance with the City of Bloomington Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as **Exhibit “C”**. Contractor shall post the Living Wage Poster provided to Contractor by the City of Bloomington 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.

Bloomington Redevelopment Commission
BY:

Marshall Security LLC
BY:

Deborah Myerson, President

Signature

ATTEST:

Printed

John West, Secretary

Date

Date

EXHIBIT “A”

SCOPE OF WORK AND PROJECT SCHEDULE

The Services and schedule shall be as shown on the following page.



07/14/2025 SERVICE QUOTE

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

Megan Bentley
CEO
(812) 345-8179
megan@marshallmsi.com

Housing & Neighborhood Development
401 N Morton Street Suite 250
Bloomington, Indiana 47402

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

Location(s)	Start Date	End Date	Type	Description
Hopewell Site	07/01/2025	06/30/2026	On-Site Security	Unarmed Security Services w/ marked vehicle

Coverage Schedule	# Officers	Bill Rate	Est. Weekly Total
Monday – Sunday (12 hours/day)	1	\$28.11 / Hour	\$2,328.00
<p>1. (7) Holidays are billed at \$42.17 / Hour – <i>New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day</i></p> <p>2. A change to the city's livable wage ordinance will result in a modified bill rate.</p>			

Thank you for your business!

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

EXHIBIT "B"
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 RDC 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

AFFIDAVIT REGARDING E-VERIFY
IF CONTRACTOR DOES NOT HAVE EMPLOYEES

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

1. The undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Signature

Printed name

EXHIBIT “C”

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 RDC 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 RDC 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

25-92
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF EXPENSES FOR FOR THE FOR FURNITURE, FIXTURES, AND
EQUIPMENT FOR THE FORGE**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, “The Forge” in the Trades District (“Project”);
- WHEREAS, via Resolution 23-72 the Redevelopment Commission accepted the bid package from Building Associates;
- WHEREAS, that bid package included a budget of \$150,000.00 of Furniture, Fixtures, and Equipment (FFE) from an as-yet-to-be-identified vendor;
- WHEREAS, to date, \$127,898.01 has been expended from this budget via Resolutions 24-84 a sum of \$15,687.00 was approved for access and monitoring hardware, Resolution 25-05 was approved for \$700.00 in architectural fees, and Resolution 25-81 which approved \$111,511.01 in furniture, AV equipment, and small wares;
- WHEREAS, there are two projects that Tech Electronics of Indiana, LLC (“Tech”) are performing at The Forge, one is for a wireless network for the amount not to exceed \$11,908.80 and the other for an access control system for an amount not to exceed \$13,437.00;
- WHEREAS, the two Tech projects, when completed, will exceed the budget for FFE by \$3,243.81;
- WHEREAS, the RDC finds that the Tech projects are necessary expenditures for The Forge and the FFE budget needs to be increased to \$153,243.81;
- WHEREAS, due to grant requirements, the claims of Tech for the two not to exceed projects must be paid by July 31, 2025, and the RDC finds it appropriate in the circumstances to pre-approve these claims in the not to exceed amounts stated above; and,
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the FFE requests.

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

1. The Bloomington Redevelopment Commission reaffirms its approval of the Project to complete construction of The Forge in the Trades District.
2. The Bloomington Redevelopment Commission hereby increases the FFE budget for The Forge to \$153,243.81.
3. The Bloomington Redevelopment Commission hereby preapproves two claims from Tech Electronics of Indiana, LLC, one is for a wireless network for the amount not to exceed \$11,908.80 and the other for an access control system for an amount not to exceed \$13,437.00, to be paid from the Consolidated TIF, Fund Number 4445-15-159002-53990.
4. All invoices shall be reviewed and approved by the Housing and Neighborhood Development Department and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
5. The funding authorizations contained in this Resolution shall terminate on December 31, 2025, unless otherwise extended by the RDC.
6. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-93
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH
BCM, LLC, FOR TEMPORARY STORAGE
AT HOPEWELL DEVELOPMENT

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) purchased the property formerly occupied by Bloomington Hospital and is currently working with BCM, LLC to develop and construct a portion of the City property as part of the Hopewell Development, specifically, the area known as the Kohr Building;

WHEREAS, BCM, LLC requires materials storage space to support construction of the Kohr Building, and no such space is available at the Kohr Building site;

WHEREAS, to apply for a temporary use permit with the City of Bloomington’s Planning and Transportation Department, BCM, LLC must submit a signed affidavit from the property owner granting permission;

WHEREAS, the RDC Approval of Agreement with BCM, LLC, for Temporary Storage at Hopewell Development;

WHEREAS, City Staff has negotiated a temporary use agreement for temporary storage which is located in Attachment 1; and,

WHEREAS, the RDC has determined that such temporary use of said surface lot is a benefit to the redevelopment of the Kohr Building at the Hopewell Development.

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

1. The Bloomington Redevelopment Commission finds the above-described temporary storage of building materials to be an appropriate use of the identified surface lot, and finds that such use serves the public’s best interest.
2. The temporary storage agreement shall terminate no later than December 31, 2025, unless extended in writing.

3. The Bloomington Redevelopment Commission delegates to City staff the authority to make day-to-day decisions regarding storage arrangements and all other matters necessary to implement the temporary storage agreement.
4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT FOR TEMPORARY STORAGE
AT HOPEWELL DEVELOPMENT**

This Agreement, entered into on this 21st day of July, 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the “City”) and BCM, LLC (“BCM”)

WITNESSETH:

WHEREAS, the City purchased the property formerly occupied by Bloomington Hospital and is currently working with BCM, LLC to develop and construct a portion of the City property as part of the Hopewell Development, specifically, the area known as the Kohr Building;

WHEREAS, BCM, LLC requires materials storage space to support construction of the Kohr Building, and no such space is available at the Kohr Building site; and

WHEREAS, the City wishes to provide space, at no cost, for this use at the surface lot between First Street and Wylie Street and east of Fairview Street to be available to BCM, LLC for temporary storage of construction materials through December 31, 2025.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS IN THIS AGREEMENT, THE CITY, RDC, AND BCM AGREE TO THE FOLLOWING:

1. BCM may store/stage building materials in areas designated by the City on the attached map, based on BCM’s needs and space availability. City staff and BCM staff agree to communicate so that BCM’s needs and the City’s availability is clearly understood between the parties. To the extent there is a conflict, the City shall determine what area is eligible for BCM’s use.
2. BCM shall pay the City no fees for the cost of parking.
3. During the term of this Agreement, BCM shall name the City and the City of Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by BCM:

- General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
 - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
4. BCM and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. BCM shall report to the City any concerning behaviors or concerns about the areas used for storage immediately.
 5. BCM shall indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission, and the officers, agents and employees of the City and the Bloomington Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the BCM, its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to BCM (collectively "Claims").
 6. BCM shall store any and all materials at their own risk. The City assumes absolutely no liability for any damage or theft or other impairment of the materials and will provide no security of the stored materials.
 7. This Agreement may be terminated by either party and for any reason by providing written notice of termination thirty (30) days in advance.
 8. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 N. Morton, IN 47404.
 9. Notices to BCM shall be delivered in writing to 1603 Orrington, Suite 450, Evanston, IL 60201.

10. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.

BCM, LLC

Michael Cornell, President

Date

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Date

BLOOMINGTON REDEVELOPMENT COMMISSION

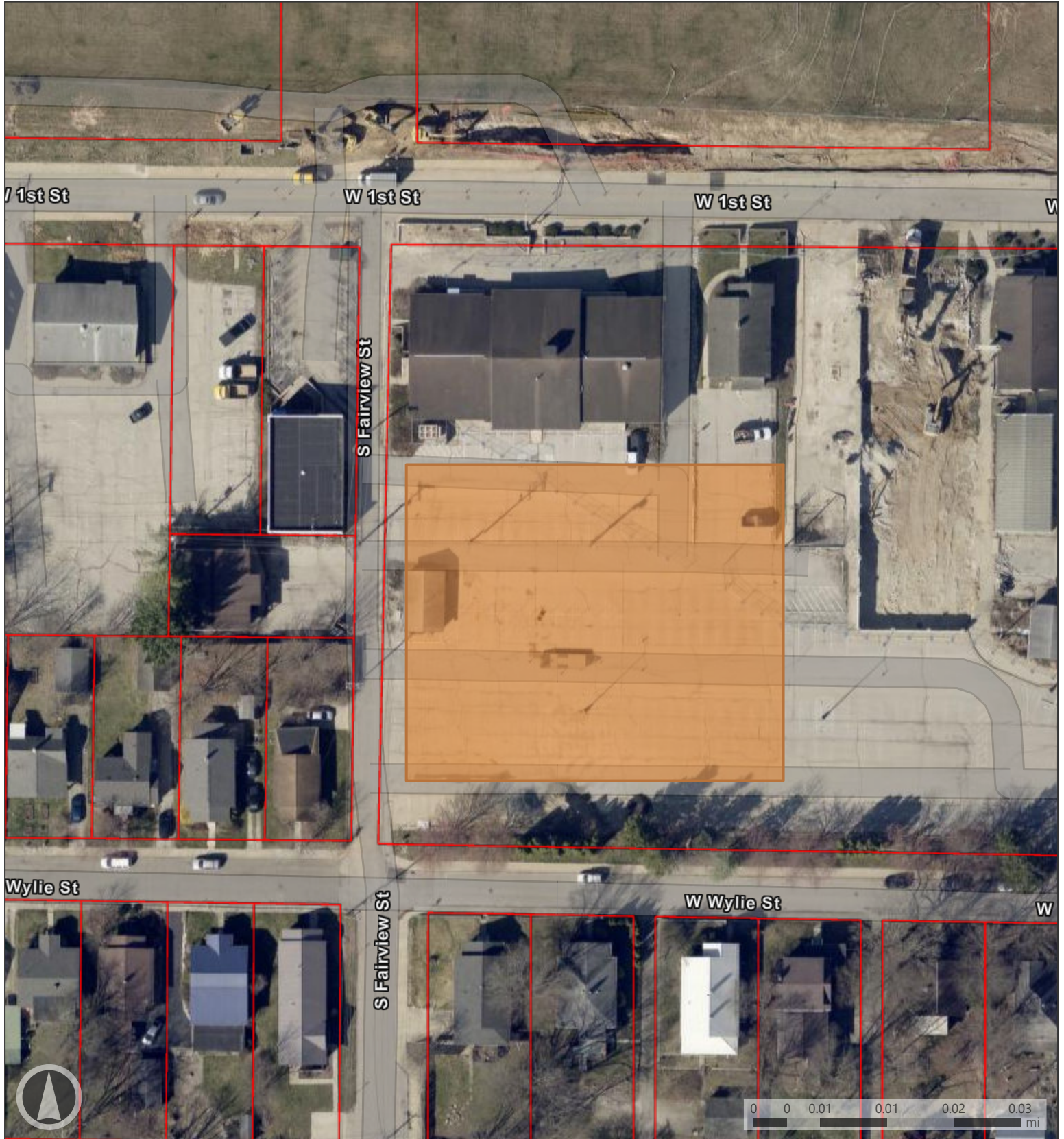
Deborah Myerson
President of the Bloomington Redevelopment Commission

Date



ATTEST:

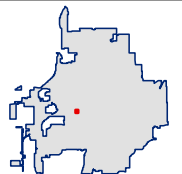
John West
Secretary of the Bloomington Redevelopment Commission

Date



Map Legend

-  Proposed BCM Construction Materials Storage Location
-  Parcels



**25-94
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CHANGE ORDERS 4 AND 5 FOR 17TH STREET MULTIMODAL
IMPROVEMENTS PROJECT**

- WHEREAS, in Resolution 17-52, the Bloomington Redevelopment Commission (RDC) approved a project review form for improvements along 17th Street; and
- WHEREAS, as part of a federally funded project, the scope of the project has changed to include multimodal improvements along 17th Street between Monroe and Grant Streets; and
- WHEREAS, in Resolution 19-60, the RDC approved an Amended Project Review & Approval Form; and
- WHEREAS, the construction contract for the Project has been divided into two parts: a federally funded portion from Monroe to Walnut Streets (West Project) and a locally funded project from Walnut to Grant Streets (East Project); and
- WHEREAS, the Indiana Department of Transportation (INDOT) solicited bids for the Construction Agreement for the West Project, and the lowest, most responsive bidder agreed to perform the construction services for a total amount not to exceed \$3,083,517.00; and
- WHEREAS, City staff estimated that the City's local portion of the Construction Agreement will be \$1,019,215, while federal funding will cover \$2,064,302 of the construction; and
- WHEREAS, the RDC approved change orders 1, 2 and 3 to the Project in Resolution 23-49; and
- WHEREAS, these change orders increased the total amount for the West Project construction agreement from \$3,083,517.00 to \$3,204,855.50; and
- WHEREAS, the contractor, in conjunction with the City's project managers, have determined that additional change orders are necessary for the West Project; and
- WHEREAS, Change Order 4 accounts for necessary additional excavation due to utility conflicts. It is in the amount of \$34,205.79 and was determined by INDOT to be non-participating with federal funds; and
- WHEREAS, Change Order 5 is for a storm cast and the adjustment to grade. \$1,038.36 was determined by INDOT to be non-participating with federal funds; and
- WHEREAS, INDOT has invoiced the City for the amount determined to be non-participating with federal funds equal to \$34,244.16, which invoice is attached to this Resolution as Exhibit A; and

WHEREAS, these change orders would increase the total amount for the West Project construction agreement from \$3,204,855.50 to \$3,239,099.66; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services pursuant to the terms of the City's agreement with INDOT; and

WHEREAS, the City has brought the RDC an Amended Project Review Form ("Amended Form") which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project as detailed in the Amended Form, which is attached as Exhibit B.
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 funding for the local portion of the western part of the Project's Construction Agreement and authorizes the City of Bloomington to expend an amount not to exceed a \$3,239,099.66, to be payable in accordance with the terms of the City agreement with INDOT.
4. The Controller shall make the determination of funding source within the Consolidated TIF 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.
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, Vice President

Date



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

Bill To:

City of Bloomington
401 N Morton Street
Bloomington IN 47404

Customer No:

Invoice:

Invoice Date:

Invoice Type:

CST000001805

000087791

3/18/2025

LPA

AMOUNT DUE: \$34,244.16

***** Payment is Due Upon Receipt of Invoice *****

Line	Product Description	Quantity	Unit Amt	Net Amount
1	DES 1900402 PO 20146345 New P O required 100% Local Non-Participating. C O 4 and C O 5. PEMS Andrew Carter. Total Amount Needed \$34,244.16	1.00	34,244.16	34,244.16

Subtotal: \$34,244.16

Amount Due: \$34,244.16

Payment Options

See Reverse Side



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

- To make a credit card payment by telephone, call: 1-800-745-4308

- OR RETURN THIS PORTION WITH YOUR PAYMENT

Department of Transportation
Attention: Agent Cashier
IGC-N758-AR
100 N. Senate Ave.
Indianapolis, IN 46204

Invoice: 000087791

Amount Paid \$ _____

☐ Visa ☐ Mastercard ☐ Discover ☐ Check/Money Order

Name on Card _____

Card Number _____

(Name must appear as exactly as on card)

CID (3 or 4 digit security code) _____

Expiration Date _____

Billing Address _____

Signature Required: _____

Date _____



Report Summary

Printed On: 3/18/2025 8:14:42 AM
Invoices: 1
Process Instance: 36212332

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 17th Street Multimodal Improvements from Monroe Street to Grant Street

Project Manager: Neil Kopper

Project Description: This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike and also construct a multiuse path on the north side of 17th Street from Monroe Street to Grant Street. Intersection improvements will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons) as well as vehicular enhancements (such as new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications). The project is also expected to include sidewalk improvements along the south side of 17th Street and improvements to the lane alignments at the 17th Street and College Avenue intersection.

Project Timeline:

Start Date: August 21, 2017

End Date: December 31, 2024 **2025**

Financial Information:

Estimated full cost of project:	\$6,241,242.60 \$6,275,486.76
Sources of funds:	
Federal Highway Administration ¹	\$2,307,822
Local (Cum Cap) (Change Orders EAST)	\$3,395.52
Consolidated TIF / 2015 TIF Bond	\$3,930,250.08 \$3,964,269.24

¹ INDOT administers the distribution of federal funding to local transportation projects.

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	Design Contract	\$839,745	August 2017 – December 2023 ²
2	Right-of-Way Acquisition	\$608,545	January 2020 – December 2021
3	Total Construction Inspection	\$391,800	May 2021 – December 2023
	3a. Amended (Monroe to Walnut)	\$304,400	
	3b. Second Agreement (Walnut to Grant)	\$87,400	
4	Construction	\$4,401,152.60 \$4,435,396.76	February 2022 – December, 2022
	4a. Construction Tree Clearing	\$22,500	2022
	4b. Construction – East (Walnut to Grant)	\$1,196,297.10	2022
	4c. Construction – West (Monroe to Walnut)	\$3,204,855.50 \$3,239,099.66	2022-2023 2022-2025

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 17-52 Approval of Project Review and Approval Form
 19-60 Update to Project Review and Approval Form
 19-72 Approval of Design Contract
 21-33 Amendment #1 to Design Contract
 21-92 Approval of Funding for Right-of-way Acquisition
 22-11 Approval of Construction Inspection and Tree Clearing Contracts
 22-18 Amended Construction Inspection Agreement
 22-19 Construction Inspection Agreement (Walnut to Grant)
 22-24 Approval of Funding for Construction (EAST)
 22-31 Approval of Funding for Construction (West)
 23-49 Change Orders #1, #2, and #3
25-94 Change Orders #4, and #5

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² This will extend through the construction phase to ensure engineering services are available throughout the construction process.