

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
May 4, 2015
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES –April 6, 2015

III. EXAMINATION OF CLAIMS –April 24, 2015 for \$144,774.37

IV. EXAMINATION OF PAYROLL REGISTERS–April 17, 2015 for \$28,534.55

V. REPORT OF OFFICERS AND COMMITTEES

Directors Report (not included)

IV. NEW BUSINESS –

A. RESOLUTION 15-14: Approval of Bond Resolution

B. RESOLUTION 15-15: Reaffirmation of the Construction of Improvements Along Bloomfield Road Between Patterson Drive and Twin Lakes Recreation Center / Weimer Road, and Closing of Resolution 10-11

C. RESOLUTION 15-16: Approval of Neighborhood Improvement Grants

D. RESOLUTION 15-17: Amending Resolution 14-2, Authorizing Payment from the Thomson/Walnut Winslow TIF for the Indiana Transportation (“INDOT”) Project Coordination Contract for the Black Lumber Trail

E. RESOLUTION 15-18: Approval of Parking Lease with the Convention Center

F. RESOLUTION 15-19: Permission for Mercury Development to Contract with Comcast

VII. BUSINESS/GENERAL DISCUSSION

A. CTP update.

VIII. ADJOURNMENT

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA,
MET on Tuesday, April 21, 2015 at 5:00 p.m. in the Showers City Hall, Dunlap Conference Room
#235, 401 North Morton Street, with David Walter presiding**

I. ROLL CALL

Commissioners Present: David Walter, Katie Birge, John West, Elizabeth Kehoe and Sue Sgambelluri

Commissioners Absent: Kelly Smith

Staff Present: Lisa Abbott, Marilyn Patterson and Christina Finley

Other (s) Present: Danise Alano-Martin, Thomas Cameron, Greg Small, Andrew Cibor, Susie Johnson

II. READING OF THE MINUTES – Sue Sgambelluri stated her last name was misspelled in the April 6, 2015 minutes. Sue Sgambelluri made a motion to accept the April 6, 2015 minutes with the correction to her last name. John West seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Elizabeth Kehoe made a motion to accept the claims for April 10, 2015 for \$52,416.27. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Katie Birge made a motion to approve the payroll register for April 2, 2015 for \$28,581.83. Elizabeth Kehoe seconded the motion. The board unanimously approved.

V. NEW BUSINESS –

A. Approval of TBRA guidelines. The City of Bloomington, through the Department of Housing and Neighborhood Development, maintains a HOME Tenant-Based Rental Assistance (TBRA) program. The program provides rental assistance to individual households on the Bloomington Housing Authority's Section 8 waiting list. Households can only be on the program for two years. Abbot explained we have been contracting with the Bloomington Housing Authority to run the TBRA program so guidelines were not required. Centerstone has expressed interest in participating in the program. If more than one entity is participating in the program it is no longer considered contracting; it becomes a program and requires guidelines. Marilyn Patterson stated the HOME federal guidelines were used as a template and have been reviewed by the City Legal Department. There will be individual contracts with each entity that participates in the TBRA program. Sue Sgambelluri made a motion to approve the TBRA guidelines. Katie Birge seconded the motion. The board unanimously approved.

B. RESOLUTION 15-07: Request for partial funding of repairs to the 4th Street Garage. The City of Bloomington owns the Bloomington 4th Street Parking Garage, which is located within the Consolidated TIF. Susie Johnson stated the Public Works Department hired Carl E. Most and Son, Inc. to complete needed repairs to the Bloomington 4th Street Parking Garage. After beginning repairs in early 2015, they found damage to the garage was greater

than anticipated and submitted three different change orders to the original contract. The original contract amount was not to exceed \$108,340.87. The change orders presented to staff total \$97,404.33. Johnson stated because the change order was so large, Kevin Potter, PE, a structural engineer was hired to help assess the change orders and validate the prices. Mr. Potter agreed the work was absolutely needed but felt the price was high. Johnson stated after reviewing the report from Carl E. Most and Son, she negotiated with the contractor for an amount not to exceed \$58,000. The Board of Public Works has approved the change order and those modifications are being made to the contract. John West asked why they came to the RDC to request funding. Johnson explained there is not enough funding in the current budget for the unanticipated expenses and TIF funds are an allowable use. The original contract is funded through the Parking Operations fund. He also asked if the repair would be considered capital improvement or maintenance. Johnson stated it was a capital improvement project. Thomas Cameron explained the following four part process he uses to determine if a project is a capital improvement or maintenance request:

1. Is what you're doing substantial and complex?
2. Are you adding new things to the process?
3. What is the value before and after; are you actually adding value?
4. Is it something that was contemplated during the ordinary life of the structure?

Sgambelluri asked if anyone knew the projected life of the project. Johnson explained the projected life depends upon how well it is maintained. Elizabeth Kehoe made a motion to approve Resolution 15-07. Katie Birge seconded the motion. The board unanimously approved.

C. RESOLUTION 15-10: Approve petty cash reimbursement from the RDC TIF fund.

On April 6, 2015, the Redevelopment Commission of the City of Bloomington passed Resolution 15-08, confirming changes to the City of Bloomington Economic Development Plan and Tax Financing District. City Staff recorded a copy of the resolution with the Monroe County Recorder. The cost to record Resolution 15-08 was \$268.00, which was paid by City Staff out of the petty cash fund. HAND is requesting authorization to reimburse petty cash from the 444-15-150000-53990 TIF account. Sue Sgambelluri made a motion to approve Resolution 15-10. John West seconded the motion. The board unanimously approved.

D. RESOLUTION 15-11: Appraisal of lot 6 and 7 in the Certified Tech Park. Danise Alano-Martin stated originally the Showers Administration Building was noticed for offering with the option to lease and not sell the parking spaces just north of the Administration Building. There is a right-of-way between the two lots. She stated we obtained a sale value appraisal of the two lots which included the right-of-way. The intent was to keep the lots and sell the Administration Building; leasing the lots to the new owner until the land could be redeveloped. However, we now recognize that the Administration Building is going to require parking in order to be re-used. Vacating that right-of-way for the use of surface parking for an unknown amount of time would be challenging and requires Board of Public Works and City Council approval. Therefore, we prefer to leave the right-of-way and sell the two lots separately. We need to know the value of the lots individually less the right-of-way. We are requesting approval for two appraisals for each lot less the right-of-way. The total amount of the appraisals is estimated not to exceed \$4,800. Alano-Martin stated in order to notice the properties for sale; we have to have the appraisals. The notice of offering must list the property for the average of two appraisals. John West asked if we could keep lot 7 and lease it. Alano-Martin stated Lot 7 is critically important in the purchasers mind. Walter asked why we were not appraising Lot 7 with the Administration building if the intent is to sell them

together. Alano-Martin explained she did ask about a combined appraisal. The appraisers believed the value of lot 7 would not significantly change because the Administration Building was attached to it. She believes it is unlikely a deal will happen if lot 7 is not sold with the building. John West made a motion to approve 15-11. Katie Birge seconded the motion. The board unanimously approved.

E. RESOLUTION 15-13: Additional Survey for Certified Tech Park. Danise Alano-Martin stated Bledsoe Riggert and Guerettaz completed a survey when Indiana University owned the 12 acres of land located within the CTP. They updated the survey when the land was purchased by the Redevelopment Commission. Anderson + Bohlander are requesting additional surveys in order to complete their work. Initially the area south of 10th Street was not surveyed or part of the original 12 acres. The area would be replacement parking if a land swap for the potential Green Space takes place. Alano-Martin distributed a map for the commissioners to view. There is a catch basin full of dirt; an additional survey of that particular area will show where the storm water and alley way should be placed. Additional surveys are also needed on the existing 10th Street just south of the former Food Services Building. A topographical survey will help with grade and design, utilities and streetscape. John west made a motion to include a formal written quote from the appraisers to attach to Resolution 15-13 prior to any distribution of funds. Elizabeth Kehoe seconded the motion. The board unanimously approved.

VI. BUSINESS/GENERAL DISCUSSION

A. CTP update. Danise Alano-Martin reported continuing work with proposers on the larger RFP. Significant progress has been made however; she believes ultimately it comes down to parking which is going to be required for employment and mixed use purposes. The City Controller is working on some pro forma information to help guide us. We will soon be sitting down with one of the proposers to discuss very specific details of the deal structure and how to move forward. The 10th Street Project office update meeting will be May 13, 2015 at 9:30 a.m. in the McCloskey Room. Alano-Martin invited commissioners to join the meeting. Abbott reminded the board that if more than three commissioners attend the meeting it must be noticed. She asked the commissioners to notify the HAND department so the meeting can be noticed if more than three plan to attend. Elizabeth Kehoe asked for an update on the branding. Alano-Martin explained they are still gathering information and putting together survey questions. The hope is to reach out to a wider audience. Alano-Martin has been meeting with an IU class that has been working on branding. It is a very small graphic design class.

Abbott reported an ongoing court case in Munster Indiana regarding TIF funding for maintenance. Munster Indiana wanted to use TIF funding for maintenance on a City owned park. The State Board of Accounts did not agree with the use of funds. Munster asked the courts to declare it through a declaratory judgment. The court agreed with the State Board of Accounts. The case was taken to the court of appeals and also rejected. They are now requesting the case go to the Indiana Supreme Court. The Redevelopment Association of Indiana has joined an amicus brief. Abbott stated while the law is in flux, it is the City's policy to not use TIF funds for maintenance. Thomas Cameron has read through the case and after internal discussion decided to use the four part process when determining if a project request is for maintenance. Abbott wanted the commission to be aware of what is happening. Sue Sgambelluri asked if this was just a practice. Abbott stated the law is still in flux so it is just a City of Bloomington policy not to use TIF funds for maintenance. She clarified; a policy is what we are recommending you adhere to.

Abbott stated it is likely we will bring another CTP maintenance resolution to the commission for approval. Utilities bills were expensive during the winter and approximately \$7,000 is remaining in the current resolution. Abbott stated the Mayor would prefer TIF maintenance request be funded from the Redevelopment TIF (444) account until a decision on the Munster case is made.

Abbott reported the City Council is going to codify the policies we put in place in regards to TIF funding. There will no longer be blanket resolutions. There will now be a two step process for project request. First the request will come to the Redevelopment Commission with a resolution that states you are philosophically in agreement with the project they propose. There will be no money attached to the resolution. The project will then be bid out. The request will come back to the Redevelopment Commission with a final resolution, attached contract, and funding request amount.

Abbott stated a request was received from Fields Environmental to do an encroachment across property the RDC owns on west 8th Street. We do not have a current policy for providing encroachments on RDC owned property. They want to put a sewer line across the property. Abbott is suggesting as part of the agreement; Fields Environmental must plant trees. The request will be coming to the Redevelopment Commission soon.

VII. ADJOURNMENT

The meeting adjourned at 7:00 p.m.

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date



Board of Redevelopment Claim Register

Invoice Date Range 04/14/15 - 04/24/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund Department 15 - HAND Program 150500 - Housing Account 53960 - Grants										
421 - Centerstone Of Indiana, INC	Feb 2015	15JHSSF-BPD outreach-Expense	Paid by EFT # 6854		04/14/2015	04/14/2015	04/24/2015		04/24/2015	2,074.37
18692 - Country View Associates, LP	DAVIS-R101	15-Housing Funds for R101 Security Deposit	Paid by Check # 60230		04/14/2015	04/14/2015	04/24/2015		04/24/2015	200.00
							Account 53960 - Grants Totals	Invoice Transactions 2		<u>\$2,274.37</u>
							Program 150500 - Housing Totals	Invoice Transactions 2		<u>\$2,274.37</u>
Program 151600 - Title 16 Account 52420 - Other Supplies										
205 - City Of Bloomington	463392	15-Title 16 Other Supplles - Circuit Tester	Paid by Check # 60216		04/14/2015	04/14/2015	04/24/2015		04/24/2015	7.59
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$7.59</u>
Account 53230 - Travel										
205 - City Of Bloomington	NMosler-Hsng	15-Title 16 Travel-N. Mosler-Housing Fair-IMU	Paid by Check # 60216		04/14/2015	04/14/2015	04/24/2015		04/24/2015	16.00
205 - City Of Bloomington	LABbott-Legis Da	15-Title 16 Travel-L. Abbott-Legislative Day	Paid by Check # 60216		04/14/2015	04/14/2015	04/24/2015		04/24/2015	17.00
							Account 53230 - Travel Totals	Invoice Transactions 2		<u>\$33.00</u>
Account 53320 - Advertising										
323 - Hoosier Times, Inc	1744311-Title 16	15-Title 16 Advertising (BHQA Ad)	Paid by EFT # 6880		04/14/2015	04/14/2015	04/24/2015		04/24/2015	60.09
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$60.09</u>
							Program 151600 - Title 16 Totals	Invoice Transactions 4		<u>\$100.68</u>
Program 152000 - Historic Preservation Account 53990 - Other Services and Charges										
205 - City Of Bloomington	773334	15-Historic Other Services - Clock Posters	Paid by Check # 60216		04/14/2015	04/14/2015	04/24/2015		04/24/2015	10.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$10.00</u>
							Program 152000 - Historic Preservation Totals	Invoice Transactions 1		<u>\$10.00</u>
							Department 15 - HAND Totals	Invoice Transactions 7		<u>\$2,385.05</u>
							Fund 101 - General Fund Totals	Invoice Transactions 7		<u>\$2,385.05</u>
Fund 250 - CDBG Department 15 - HAND Program 150000 - Main Account 53320 - Advertising										
323 - Hoosier Times, Inc	1744311-CDBG	15-CDBG Advertising for the Consolidated and	Paid by EFT # 66		04/14/2015	04/14/2015	04/24/2015		04/24/2015	213.56
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$213.56</u>
Account 53990 - Other Services and Charges										
47 - Community Kitchen Of Monroe County, INC	March 2015	15-CDBG-March 2015 meals-21,076 meals	Paid by EFT # 64		04/14/2015	04/14/2015	04/24/2015		04/24/2015	2,491.00
321 - Harrell Fish, INC	W10798	15-CDBG HMAL for 1805 S Huntington Gardens	Paid by EFT # 65		04/14/2015	04/14/2015	04/24/2015		04/24/2015	455.00
74 - Life Designs, Inc	10/14-3/15Invoic	15-CDBG Life Design Replacement Window	Paid by Check # 10386		04/14/2015	04/14/2015	04/24/2015		04/24/2015	19,018.17
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 3		<u>\$21,964.17</u>
							Program 150000 - Main Totals	Invoice Transactions 4		<u>\$22,177.73</u>
							Department 15 - HAND Totals	Invoice Transactions 4		<u>\$22,177.73</u>
							Fund 250 - CDBG Totals	Invoice Transactions 4		<u>\$22,177.73</u>
Fund 254 - HOME Department 15 - HAND Program 150000 - Main Account 53230 - Travel										
4559 - Daniel L Niederman	HUDTraining4/15	15-HOME travel reimb- HUD training-Chicago, IL-33	Paid by EFT #		04/14/2015	04/14/2015	04/24/2015		04/24/2015	928.44

5124 - Christopher J Wheeler	HUDTraining4/15	15-HOME Travel-HUD training-Chicago, IL April 35	Paid by EFT # 35	04/14/2015	04/14/2015	04/24/2015	04/24/2015	138.00
			Account 53230 - Travel Totals				Invoice Transactions 2	<u>\$1,066.44</u>
Account 53990 - Other Services and Charges								
504 - Bloomington Housing Authority	TBRA-Jan-March15	15-Tenant Based Rental Assistance (TBRA)-1/15-	Paid by Check # 5398	04/14/2015	04/14/2015	04/24/2015	04/24/2015	7,694.00
208 - City Of Bloomington Utilities	2105Susie-3/15	15-HOME-water/sewer bill-2105 Susie-March	Paid by Check # 5399	04/14/2015	04/14/2015	04/24/2015	04/24/2015	18.21
317 - Gilbert S Mordoh & Co., Inc	34351	15-HOME Evergreen Project Lot 8	Paid by EFT # 31	04/14/2015	04/14/2015	04/24/2015	04/24/2015	400.00
686 - Habitat For Humanity of Monroe County, INC	2016SRogers-2A	15-HOME Funds for Homebuyer Assistance	Paid by EFT # 32	04/14/2015	04/14/2015	04/24/2015	04/24/2015	15,382.38
686 - Habitat For Humanity of Monroe County, INC	2107Rockport-1	15-Homebuyer Assistance for Habitat	Paid by EFT # 32	04/14/2015	04/14/2015	04/24/2015	04/24/2015	1,976.15
686 - Habitat For Humanity of Monroe County, INC	2103Rockport-1	15-HOME Funds for Homebuyer Assistance	Paid by EFT # 32	04/14/2015	04/14/2015	04/24/2015	04/24/2015	5,041.85
686 - Habitat For Humanity of Monroe County, INC	2012Rogers-2A	15-Homebuyer Assistance for Habitat	Paid by EFT # 32	04/14/2015	04/14/2015	04/24/2015	04/24/2015	18,665.82
193 - Barry A Kern	115	15-HOME OOR Brummett IDIS 980-809	Paid by Check # 5400	04/14/2015	04/14/2015	04/24/2015	04/24/2015	1,425.00
5104 - Pfrommer Appraisal, INC	FILE-15P-2480	15-HOME Evergreen Project Lot 8	Paid by EFT # 34	04/14/2015	04/14/2015	04/24/2015	04/24/2015	350.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 9	<u>\$50,953.41</u>
			Program 150000 - Main Totals				Invoice Transactions 11	<u>\$52,019.85</u>
			Department 15 - HAND Totals				Invoice Transactions 11	<u>\$52,019.85</u>
			Fund 254 - HOME Totals				Invoice Transactions 11	<u>\$52,019.85</u>
Fund 256 - Special Grants								
Department 15 - HAND								
Program 150002 - Housing Counseling								
Account 53990 - Other Services and Charges								
4098 - Equifax Information Services, LLC	9063021	15-Housing Counseling Credit Services	Paid by EFT # 6863	04/14/2015	04/14/2015	04/24/2015	04/24/2015	95.93
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$95.93</u>
			Program 150002 - Housing Counseling Totals				Invoice Transactions 1	<u>\$95.93</u>
Program 150009 - 2002 Shelter Plus Care								
Account 53990 - Other Services and Charges								
421 - Centerstone Of Indiana, INC	March2015Reports	15-Shelter Plus Care-March 2015 reports	Paid by EFT # 6854	04/14/2015	04/14/2015	04/24/2015	04/24/2015	4,237.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$4,237.00</u>
			Program 150009 - 2002 Shelter Plus Care Totals				Invoice Transactions 1	<u>\$4,237.00</u>
			Department 15 - HAND Totals				Invoice Transactions 2	<u>\$4,332.93</u>
			Fund 256 - Special Grants Totals				Invoice Transactions 2	<u>\$4,332.93</u>
Fund 408 - Unsafe Housing								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	000286397	15-Unsafe Fund for Abatement Releases (	Paid by Check # 60216	04/14/2015	04/14/2015	04/24/2015	04/24/2015	12.00
205 - City Of Bloomington	000286255	15-Unsafe Fund for Abatement Releases (	Paid by Check # 60216	04/14/2015	04/14/2015	04/24/2015	04/24/2015	22.00
205 - City Of Bloomington	000286040	15-Unsafe Fund for Abatement Releases (	Paid by Check # 60216	04/14/2015	04/14/2015	04/24/2015	04/24/2015	6.00
4243 - Joel D Clark	Park Lane-2015	15-Unsafe Fund for abatement at 3600 Park	Paid by Check # 60224	04/14/2015	04/14/2015	04/24/2015	04/24/2015	5,995.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 4	<u>\$6,035.00</u>
			Program 150000 - Main Totals				Invoice Transactions 4	<u>\$6,035.00</u>
			Department 15 - HAND Totals				Invoice Transactions 4	<u>\$6,035.00</u>
			Fund 408 - Unsafe Housing Totals				Invoice Transactions 4	<u>\$6,035.00</u>
Fund 440 - TIF-Downtown								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
208 - City Of Bloomington Utilities	335W11-3/15	15-water/sewer bill-335 W. 11th-March 2015-	Paid by Check # 60223	04/14/2015	04/14/2015	04/24/2015	04/24/2015	62.28
208 - City Of Bloomington Utilities	601Morton-3/15	15-water/sewer bill-601 N Morton-March 2015-	Paid by Check # 60223	04/14/2015	04/14/2015	04/24/2015	04/24/2015	527.69
223 - Duke Energy	613Morton-4/1/15	15-elec bill-613 N Morton-3/3-4/1/15-CTP	Paid by Check # 60234	04/14/2015	04/14/2015	04/24/2015	04/24/2015	9.40

223 - Duke Energy	10/Rogers-4/1/15	15-elec bill-10th & Rogers-3/3-4/1/15-CTP # 60234	Paid by Check	04/14/2015	04/14/2015	04/24/2015	04/24/2015	4.05
223 - Duke Energy	601Morton-4/1/15	15-elec bill-601 N Morton-3/3-4/1/15-CTP # 60234	Paid by Check	04/14/2015	04/14/2015	04/24/2015	04/24/2015	176.01
223 - Duke Energy	33511th-4/1/15	15-elec bill-335 W 11th-3/3-4/1/15-CTP Maint # 60234	Paid by Check	04/14/2015	04/14/2015	04/24/2015	04/24/2015	153.31
5054 - Full Compass Systems	5505427	15-BCT Maint-Res 14-42-3 woofers 6874	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	306.90
1481 - Ivy Tech Community College	569	15-Waldron Art Center- construction of Waldron 6891	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	40,000.00
2974 - MacAllister Machinery Co, INC	R67134745801	15-BCT Maint- Res 14-42- delivery/pickup one man 6901	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	329.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 9	<u>\$41,568.64</u>
			Program 150000 - Main Totals				Invoice Transactions 9	<u>\$41,568.64</u>
			Department 15 - HAND Totals				Invoice Transactions 9	<u>\$41,568.64</u>
			Fund 440 - TIF-Downtown Totals				Invoice Transactions 9	<u>\$41,568.64</u>
Fund 442 - TIF - Tapp Road								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
4175 - The Stables Events, LLC (Izzy's Rentals)	2382	15-Wapehani Project 11-27-restroom rental 2/13-6947	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	105.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$105.00</u>
			Program 150000 - Main Totals				Invoice Transactions 1	<u>\$105.00</u>
			Department 15 - HAND Totals				Invoice Transactions 1	<u>\$105.00</u>
			Fund 442 - TIF - Tapp Road Totals				Invoice Transactions 1	<u>\$105.00</u>
Fund 445 - TIF - Adams								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
3938 - Courtland Title & Escrow, INC	CT # IN 14015	15-W. 2nd Street Project Res 10-11-Jones Parcel # 60231	Paid by Check	04/14/2015	04/14/2015	04/24/2015	04/24/2015	407.00
3902 - Michael Morguson	0019	15-W. 2nd Street Project Res 10-11-Parcel 8-6905	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	400.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 2	<u>\$807.00</u>
			Program 150000 - Main Totals				Invoice Transactions 2	<u>\$807.00</u>
			Department 15 - HAND Totals				Invoice Transactions 2	<u>\$807.00</u>
			Fund 445 - TIF - Adams Totals				Invoice Transactions 2	<u>\$807.00</u>
Fund 448 - TIF - Thomson Walnut Winslow								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
7059 - Eagle Ridge Civil Engineering Services Llc	122-05	15-Black Lumber Trail-eng. services-Inv date # 60237	Paid by Check	04/14/2015	04/14/2015	04/24/2015	04/24/2015	6,312.78
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$6,312.78</u>
			Program 150000 - Main Totals				Invoice Transactions 1	<u>\$6,312.78</u>
			Department 15 - HAND Totals				Invoice Transactions 1	<u>\$6,312.78</u>
			Fund 448 - TIF - Thomson Walnut Winslow Totals				Invoice Transactions 1	<u>\$6,312.78</u>
Fund 975 - Surplus CTP Bond								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
10 - Bledsoe Riggert & Guernettaz, INC	14696	15-Legal Description for ROW-Tech Park 6842	Paid by EFT #	04/14/2015	04/14/2015	04/24/2015	04/24/2015	500.00
			Account 53990 - Other Services and Charges Totals				Invoice Transactions 1	<u>\$500.00</u>
			Program 150000 - Main Totals				Invoice Transactions 1	<u>\$500.00</u>
			Department 15 - HAND Totals				Invoice Transactions 1	<u>\$500.00</u>
			Fund 975 - Surplus CTP Bond Totals				Invoice Transactions 1	<u>\$500.00</u>
			Grand Totals				Invoice Transactions 42	<u>\$136,243.98</u>

REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/8/2015	Sp Utility Cks				8,530.39
4/24/2015	Claims				136,243.98
					<u>144,774.37</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 144,774.37

Dated this 21 day of April year of 2015.

[Signature]

[Signature]

[Signature]

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

Fiscal Office _____



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/15 - 04/17/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Abbott, Lisa P 0782	04/17/2015	3,199.40		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.07	3,048.07	3,048.07	2,948.07	2,948.07		
		\$3,199.40		\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.07	\$3,048.07	\$3,048.07	\$2,948.07	\$2,948.07		
10000 Arnold, Michael L 0051	04/17/2015	1,698.91		.00	190.74	101.20	23.67	52.59	17.45	91.61	1,221.65
			.00	.00	1,632.16	1,632.16	1,632.16	1,632.16	1,632.16		
		\$1,698.91		\$0.00	\$190.74	\$101.20	\$23.67	\$52.59	\$17.45	\$91.61	\$1,221.65
			\$0.00	\$0.00	\$1,632.16	\$1,632.16	\$1,632.16	\$1,632.16	\$1,632.16		
10000 Bixler, Daniel R 2594	04/17/2015	1,254.28		.00	120.81	72.29	16.91	37.21	12.35	106.51	888.20
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.29	\$16.91	\$37.21	\$12.35	\$106.51	\$888.20
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
10000 Finley, Christina L 0187	04/17/2015	1,443.89		.00	142.63	72.39	16.93	36.93	12.68	300.45	861.88
			.00	.00	1,157.57	1,167.57	1,167.57	1,157.57	1,157.57		
		\$1,443.89		\$0.00	\$142.63	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.88
			\$0.00	\$0.00	\$1,157.57	\$1,167.57	\$1,167.57	\$1,157.57	\$1,157.57		
307 Franklin, C. Jacob	04/17/2015	1,082.02		.00	123.48	63.86	14.94	33.99	11.28	55.79	778.68
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02		\$0.00	\$123.48	\$63.86	\$14.94	\$33.99	\$11.28	\$55.79	\$778.68
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		
10000 Hewett, John H 0251	04/17/2015	1,812.17		.00	204.88	99.52	23.27	51.32	17.03	323.53	1,092.62
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17		\$0.00	\$204.88	\$99.52	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.62
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 Hiestand, Nancy A 0252	04/17/2015	1,847.29		.00	190.20	110.51	25.85	56.28	18.68	71.23	1,374.54
			.00	.00	1,782.43	1,782.43	1,782.43	1,782.43	1,782.43		
		\$1,847.29		\$0.00	\$190.20	\$110.51	\$25.85	\$56.28	\$18.68	\$71.23	\$1,374.54
			\$0.00	\$0.00	\$1,782.43	\$1,782.43	\$1,782.43	\$1,782.43	\$1,782.43		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/15 - 04/17/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
797 Hinnefeld, Kevin	04/17/2015	60.00		.00	.00	3.72	.87	.71	.24	.00	54.46
			.00	.00	60.00	60.00	60.00	60.00	60.00		
		\$60.00		\$0.00	\$0.00	\$3.72	\$0.87	\$0.71	\$0.24	\$0.00	\$54.46
			\$0.00	\$0.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00		
10000 McCormick, Maria 3616	04/17/2015	1,404.77		.00	30.79	77.75	18.18	41.38	13.73	166.57	1,056.37
			.00	.00	1,254.05	1,254.05	1,254.05	1,254.05	1,254.05		
		\$1,404.77		\$0.00	\$30.79	\$77.75	\$18.18	\$41.38	\$13.73	\$166.57	\$1,056.37
			\$0.00	\$0.00	\$1,254.05	\$1,254.05	\$1,254.05	\$1,254.05	\$1,254.05		
10000 Mosier, Norman P 2962	04/17/2015	1,418.83		.00	173.86	84.68	19.80	45.07	14.96	75.29	1,005.17
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83		\$0.00	\$173.86	\$84.68	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.17
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	04/17/2015	1,726.15		.00	128.12	91.23	21.33	45.64	15.14	310.64	1,114.05
			.00	.00	1,421.47	1,471.47	1,471.47	1,421.47	1,421.47		
		\$1,726.15		\$0.00	\$128.12	\$91.23	\$21.33	\$45.64	\$15.14	\$310.64	\$1,114.05
			\$0.00	\$0.00	\$1,421.47	\$1,471.47	\$1,471.47	\$1,421.47	\$1,421.47		
10000 Patterson, Marilyn 2071	04/17/2015	2,372.68		.00	360.56	144.31	33.75	71.87	23.85	203.05	1,535.29
			.00	.00	2,177.82	2,327.82	2,327.82	2,177.82	2,177.82		
		\$2,372.68		\$0.00	\$360.56	\$144.31	\$33.75	\$71.87	\$23.85	\$203.05	\$1,535.29
			\$0.00	\$0.00	\$2,177.82	\$2,327.82	\$2,327.82	\$2,177.82	\$2,177.82		
10000 Provine, Vickie J 0394	04/17/2015	1,957.04		.00	279.70	114.97	26.88	61.19	20.31	119.41	1,334.58
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04		\$0.00	\$279.70	\$114.97	\$26.88	\$61.19	\$20.31	\$119.41	\$1,334.58
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
824 Staffebach, Andrew D	04/17/2015	120.75		.00	3.23	7.49	1.76	2.72	.90	.00	104.65
			.00	.00	120.75	120.75	120.75	120.75	120.75		
		\$120.75		\$0.00	\$3.23	\$7.49	\$1.76	\$2.72	\$0.90	\$0.00	\$104.65
			\$0.00	\$0.00	\$120.75	\$120.75	\$120.75	\$120.75	\$120.75		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/15 - 04/17/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Stong, Mary J 0471	04/17/2015	1,458.35		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.14
			.00	.00	1,345.33	1,370.33	1,370.33	1,345.33	1,345.33		
		\$1,458.35		\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.14
			\$0.00	\$0.00	\$1,345.33	\$1,370.33	\$1,370.33	\$1,345.33	\$1,345.33		
504 Swinney, Matthew P	04/17/2015	1,353.46		.00	126.56	84.20	19.69	43.55	14.45	8.60	1,056.41
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46		\$0.00	\$126.56	\$84.20	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.41
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	04/17/2015	1,384.01		.00	169.07	83.32	19.49	44.02	14.61	68.97	984.53
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.32	\$19.49	\$44.02	\$14.61	\$68.97	\$984.53
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	04/17/2015	1,879.78		.00	112.53	88.26	20.65	27.18	9.02	1,109.93	512.21
			.00	.00	823.58	1,423.58	1,423.58	823.58	823.58		
		\$1,879.78		\$0.00	\$112.53	\$88.26	\$20.65	\$27.18	\$9.02	\$1,109.93	\$512.21
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	04/17/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department HAND - Housing &		\$28,534.55		\$0.00	\$3,041.42	\$1,630.42	\$381.32	\$828.56	\$263.69	\$3,759.21	\$18,629.93
			\$0.00	\$0.00	\$25,302.19	\$26,297.19	\$26,297.19	\$25,302.19	\$25,302.19		
Grand Totals		\$28,534.55		\$0.00	\$3,041.42	\$1,630.42	\$381.32	\$828.56	\$263.69	\$3,759.21	\$18,629.93
			\$0.00	\$0.00	\$25,302.19	\$26,297.19	\$26,297.19	\$25,302.19	\$25,302.19		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2015	Payroll				28,534.55
					<u>28,534.55</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 \$ 28,534.55

Dated this _____ day of _____ year of 20_____.

_____ Paul Walts _____

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>
4/17/2015	Payroll			

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed total amount of \$ 28,534.55

Dated this 16th day of April year of 20 15.



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

Fiscal Office _____



REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2015	Payroll				28,534.55
					<u>28,534.55</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 \$ 28,534.55

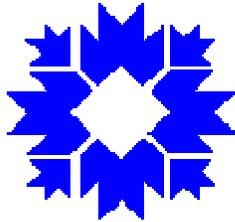
Dated this 16 day of April year of 2015.

[Signature]

Elizabeth A. Kehoe

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

Fiscal Office _____



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: Bloomington Redevelopment Commission

FROM: Thomas Cameron, Assistant City Attorney

RE: Resolution 15-14: Bond Resolution

DATE: April 30, 2015

Summary: The expansion and consolidation of the City's Tax Increment Financing Districts was the first phase of extending the life of the City's legacy Tax Increment Financing Districts. Under state law, the legacy Tax Increment Financing Districts will expire on June 30, 2025, or "the last date of any obligations that are outstanding on July 1, 2015." Therefore, the second phase is to issue a bond before July 1, 2015. This bond will allow the City to develop projects that:

1. Promote sustainability and/or reuse
2. Offer community wide benefits
3. Include options for affordable housing
4. Develop the Certified Technology Park
5. Develop the Switchyard Park property
6. Fund all forms of transportation infrastructure
7. Allow for facilities R&R in various TIF districts.

Approving this bond resolution will allow the bond issuance process to proceed.

Process: This bond resolution is step one of the second phase to extend the life of the City's legacy TIF Districts. If the Redevelopment Commission approves this bond resolution, step two is City Council approval of the bond resolution, which will allow the bond to be issued. Step three, which City Staff proposes doing at the same time as step two, is for the City Council to approve an appropriation of the bond proceeds so that they can be spent for the purposes described in the Redevelopment Commission's Resolution 15-14. Once steps two and three have been completed, the bonds can be sold, and specific projects can be brought to the Redevelopment Commission to be paid for out of the bond proceeds.

Resolution 15-14: Should Resolution 15-14 be approved by the Redevelopment Commission and subsequently be approved by resolution of the City Council, Resolution 15-14 will authorize the issuance of the Bond and various parameters for the Bond. Therefore, it contains a number of provisions relating to the mechanics and logistics of the bond process.

Pages 1-3 contain the “Whereas” clauses of the Resolution. These clauses generally provide: (1) the Redevelopment Commission is legally permitted to establish allocation areas within the economic development area, (2) it has created allocation areas within the economic development areas, and (3) “in order to proceed with the planning . . . development and redevelopment” of the Consolidated Area, it is necessary to issue bonds to develop local public improvements, which are estimated to cost approximately \$39.5 Million Dollars.

Section 1 of the Resolution (pages 3-6) contains definitions that apply throughout the Bond Resolution. The “Area” refers to the Consolidated Economic Development Area (i.e., the result of the consolidation that the Redevelopment Commission completed in April 2015).

Section 2 of the Resolution (pages 6-7) contains the Granting Clauses. These clauses pledge the Tax Increment from the Area to pay the Bonds.

Section 3 of the Resolution (pages 7-13) provides that the Redevelopment Commission will issue bonds “in the principal amount not to exceed Forty-Eight Million Dollars.” These bonds will be physically held by the Depository Trust Company, and held by bond holders electronically. The exact amount of bonds to be issued will depend on the interest rate, to ensure that the Commission has \$39.5 million for its projects. David Walter is authorized, in conjunction with Jeff Underwood, to select the initial Registrar and Paying Agent. Although Section 3 of the Resolution permits the Commission to issue “BANs” (essentially a short term form of debt in anticipation of the long term bond issuance), it is unlikely that BANs will be issued, because they would not extend the life of the legacy Tax Increment Financing Districts beyond June 30, 2025.

Section 4 of the Resolution (pages 13-19) provides the form of the Bond or BAN (in the event a BAN were issued). The blanks in the form will be filled in on the issued Bond or BAN after the sale takes place.

Section 5 of the Resolution (pages 19-20) addresses the process of selling the Bond and depositing the proceeds. The Controller is given the authority to decide whether to sell the bonds “at a negotiated sale” or “at a competitive sale.” This decision will be made in consultation with the financial advisor for this project, Crowe Horwath, based on the expected interest rates to be received and other market factors.

Sections 6 through 9 of the Resolution (pages 20-22) authorize the preparation, execution, and delivery of the documents necessary to finalize the bond sale. As necessary, these sections permit the President and Vice President of the Redevelopment Commission and the Mayor and Controller to sign those documents.

Section 10 of the Resolution (pages 22-23) establishes a separate account to deposit the Bond proceeds. It provides certain restrictions, and certain reports that the Controller shall provide to the Redevelopment Commission. Section 11 of the Resolution (pages 23-25) creates accounts for Bond Principal and Interest Payments, Debt Service Reserve, and Surplus.

Section 12 of the Resolution (pages 25-26) permits the Redevelopment Commission to issue additional bonds in the future on parity with these Bonds from the Area's Tax Increment.

Section 13 of the Resolution (pages 26-28) contains statements from the Redevelopment Commission to ensure that the Bonds maintain their tax exempt status for federal tax purposes.

Section 14 of the Resolution (pages 28-29) provides that the Redevelopment Commission will not act in a manner that adversely affect the rights of the Bond holders.

Section 15 of the Resolution (page 29) outlines the redemption process for the Bonds.

Section 16 of the Resolution (pages 29-30) permits the Redevelopment Commission to amend this Resolution to cure an ambiguity or formal defect, or to confer additional rights or benefits on the bond owners. Section 17 of the Resolution (pages 30-31) allows the owners of 51% of the bonds to consent to certain things that the Redevelopment Commission cannot do under Section 16.

Section 18 of the Resolution (pages 31-34) outlines what constitutes a "Default" and the actions that will be taken in the event of a default.

Sections 19, 20, 21, 22, and 23 (pages 34-35) address certain formalities, such as the process for notice, and how to handle a situation when the date of a Bond payment is a non-business day.

BLOOMINGTON, INDIANA
REDEVELOPMENT COMMISSION

RESOLUTION NO. 15-14
BOND RESOLUTION

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	3
SECTION 2. GRANTING CLAUSES.....	6
SECTION 3. THE BANS AND THE BONDS	7
SECTION 4. FORM OF THE BANS AND THE BONDS.....	13
SECTION 5. SALE OF THE BANS AND THE BONDS, DEPOSIT OF PROCEEDS	19
SECTION 6. DELIVERY OF INSTRUMENTS.....	20
SECTION 7. BOND PURCHASE AGREEMENT, BAN PURCHASE AGREEMENT AND INVESTMENT LETTERS.....	20
SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE	21
SECTION 9. EXECUTION OF THE BANS AND THE BONDS	22
SECTION 10. REDEVELOPMENT DISTRICT CAPITAL FUND	22
SECTION 11. FLOW OF FUNDS	23
SECTION 12. ISSUANCE OF ADDITIONAL BONDS.....	25
SECTION 13. TAX COVENANTS	26
SECTION 14. CONTRACTUAL NATURE OF THIS RESOLUTION.....	28
SECTION 15. DEFEASANCE OF THE BONDS	29
SECTION 16. AMENDING SUPPLEMENTAL RESOLUTION.....	29
SECTION 17. CONSENT TO SUPPLEMENTAL RESOLUTIONS	30
SECTION 18. EVENTS OF DEFAULT	31
SECTION 19. NOTICES.....	34
SECTION 20. BUSINESS DAYS	34
SECTION 21. SEVERABILITY	34
SECTION 22. REPEAL OF CONFLICTING PROVISIONS	35
SECTION 23. EFFECTIVE DATE.....	35

**BLOOMINGTON, INDIANA
REDEVELOPMENT COMMISSION**

**RESOLUTION NO. 15-14
BOND RESOLUTION**

WHEREAS, IC 36-7-14 and IC 36-7-25 and all related and supplemental statutes as in effect on the issue date of the BANs (as defined below) and the Bonds (defined below) including IC 5-1-14 (collectively, “Act”) authorize the Redevelopment Commission (“Commission”) of the City of Bloomington, Indiana (“City”), to establish an economic development area and to establish an allocation area within an economic development area providing for the distribution of property tax revenues generated within the allocation area;

WHEREAS, the Commission, by appropriate resolution(s) established the boundaries of the following Economic Development Areas: (i) Adams Crossing Economic Development Area which was established in 1994 with 108 acres, amended in 2000 to include 10 additional acres, and amended in 2009 to add 86 acres; (ii) Downtown Economic Development Area which was established in 1985 with 133 acres, amended in 1990 to include 21 additional acres, and amended in 2010 to add 48 acres; (iii) Tapp Road Economic Development Area which was established in 1993 with 216 acres, amended in 2003 to add 25 acres, amended in 2015 to add 190 acres, amended in 2015 to add an additional 24 acres; (iv) Thomson Economic Development Area which was established in 1991 with 276 acres and amended in 1993 to add 245 acres; (v) Walnut-Winslow Economic Development Area which was established in 1993 with 117 acres and consolidated, amended in 2002 to form the Thomson Walnut-Winslow Economic Development Area including an additional 63 acres, amended three times in 2015 to add 5.83 acres, 6.48 acres and 5.89 acres, respectively; (vi) Whitehall Economic Development Area which was established in 1998 with 113 acres and amended in 2000 to add 10.05 acres; (vii) Bloomfield Road Economic Development Area which was established in 2015 with 187 acres; (viii) Fullerton Pike Economic Development Area which was established in 2015 with 184 acres; (ix) Seminary Economic Development Area which was established in 2015 with 52 acres; (x) South Walnut Economic Development Area which was established in 2015 with 161 acres; and (xi) West Third Street Economic Development Area which was established in 2015 with 156 acres (the “Existing EDAs”);

WHEREAS, the City, acting through the Commission, desired to consolidate and expand the Existing EDAs into a single consolidated Economic Development Area;

WHEREAS, the Commission adopted a resolution on February 2, 2015 consolidating and expanding the Existing EDAs into the Bloomington Consolidated Economic Development Area (the “Consolidated EDA”);

WHEREAS, the Commission adopted a declaratory resolution (the “2015 Declaratory Resolution”) on February 2, 2015, which was confirmed by a Confirmatory Resolution (the “2015 Confirmatory Resolution” and together with the 2015 Declaratory Resolution, the “2015 Area Resolution”) adopted on April 6, 2015; and

WHEREAS, pursuant to the 2015 Area Resolution, the Commission approved an redevelopment plan (the “Plan”) for the Area on February 2, 2015 and the Plan was confirmed on April 6, 2015; and

WHEREAS, pursuant to the 2015 Area Resolution and the Plan, the Commission has designated the entirety of the Area as an allocation area (“Allocation Area”) for purposes of capturing incremental ad valorem real property tax revenues levied and collected in the Allocation Area to pay debt service on bonds issued to finance the redevelopment projects described below and to pay certain other costs permitted by the Act and this Resolution.

WHEREAS, the Area Resolution provides for the capture of all property taxes on the incremental assessed value of real property in the Allocation Area (“Tax Increment”);

WHEREAS, the Act provides for an additional credit for property taxes in the Allocation Area payable from Tax Increment, which credit may be eliminated or reduced by resolution of the Bloomington Common Council (“Council”) upon recommendation of the Commission;

WHEREAS, the Council has taken no action to provide that the additional credit under the Act does not apply in the Allocation Area;

WHEREAS, the Commission has found and determined that: (i) the planning, replanning, development, and redevelopment of the Area is a public and governmental function that cannot be accomplished through the ordinary operations of private enterprise; (ii) the planning, replanning, development and redevelopment of the Area would benefit the public health, safety, morals, and welfare in, increase the economic well-being of, and serve to protect and increase property values in, the City and the State of Indiana and would be of public utility and benefit; and (iii) the planning, replanning, development and redevelopment of the Area are public uses and purposes for which money may be spent;

WHEREAS, the Commission finds and determines that in order to proceed with the planning, replanning, development and redevelopment of the Area, it is necessary for the Commission to issue special taxing district bonds of the Bloomington Redevelopment District (“District”), in the name of the City (the “Bonds”), payable solely from Tax Increment allocated and deposited as provided in this Resolution, and, if advisable, may elect to issue bond anticipation notes (the “BANs”) to provide interim financing for the purpose of procuring funds to be applied to the cost of redevelopment in, serving or benefitting the Area and the development of certain local public improvements in the Area (as described in Exhibit A) (the “Project”), including the repayment of any BANs, capitalized interest, if any, on any BANs and the Bonds, funding a debt service reserve fund, if any, for the Bonds, incidental expenses incurred in connection with the Project as provided in the Act and costs associated with issuance of any BANs and the Bonds (“Costs of the Project”);

WHEREAS, the Commission estimates that the total Costs of the Project will be approximately Thirty-Nine Million Five Hundred Thousand Dollars (\$39,500,000)
;

WHEREAS; the Commission hereby finds that it is in the best interests of the District to sell the BANs (if any) at a negotiated sale and, pursuant to I.C. 36-7-14-25.1, to sell the Bonds at a competitive or negotiated sale to an original purchaser;

WHEREAS, the Bonds and BANs (if any) to be issued under Section 3 of this Resolution are issued pursuant to the authority granted in the Act;

WHEREAS, the Commission, or Council, has given, or will give, notice of and will hold a public hearing on the proposed additional appropriation of the Bond and BAN (if any) proceeds;

WHEREAS, the Commission has notified the Department of Local Government Finance (“DLGF”) of the creation of the Area, will report, or have the Council report, to the DLGF the appropriation of the BAN and Bond proceeds, and will obtain all approvals required by law for the issuance of the BANs and the Bonds; and

WHEREAS, the District has currently outstanding the following obligations: (i) Economic Development Lease Rental Refunding Bonds, Series 2009, currently outstanding in the principal amount of \$2,280,000 (the “2009 Bonds”), which 2009 Bonds are payable solely from and secured by, tax increment from the Adams Crossing Economic Development Area (the “Adams Crossing Area”) and (ii) Tax Increment Revenue Bonds of 2011, currently outstanding in the principal amount of \$12,035,000 (the “2011 Bonds”, and together with the 2009 Bonds, the “Prior Bonds”) which 2011 Bonds are payable solely from, and secured by, tax increment from the Downtown Economic Development Area (the “Downtown Area”);

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

SECTION 1. DEFINITIONS. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Resolution shall have the meaning given in such definition. In this Resolution, unless a different meaning clearly appears from the context:

“Act” means IC 5-1-14, IC 36-7-14 and IC 36-7-25 and all related and supplemental acts in effect on the issue date of the BANs and the Bonds.

“Allocation Fund” means the special fund established under the Act for the Tax Increment collected in the Allocation Area.

“Area” means the Consolidated EDA described in the recitals hereto.

“BAN” or “BANs” shall mean bond anticipation notes, if any, issued pursuant to this Resolution. All references to and provisions relating to BANs shall be effective only if the Commission elects to issue BANs.

“Bond Purchase Agreement” means the purchase agreement to be entered into between the Bond Purchaser and the City.

“Bond Purchaser” means the original purchaser of the Bonds.

“Bond Resolution” or “Resolution” means this Bond Resolution, authorizing the issuance of the Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

“Bonds” means, except where the context clearly refers to the Bonds authorized by this Resolution, the Bonds authorized by this Resolution and any Parity Obligations.

“Capital Fund” means the Redevelopment District Capital Fund established under the Act as described in Section 11 under the Act.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Bonds, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

“Commission” means the Bloomington Redevelopment Commission.

“Costs of the Project” means all costs of the Project as set forth in the recitals of this Resolution.

“Debt Service” means the principal of and interest on the Bonds, lease rentals on any Parity Obligations which are leases, and any fiscal agency charges associated with the Bonds and the collection of Tax Increment for the Bonds.

“Debt Service Reserve Account” means the Debt Service Reserve Account created under Section 11.

“Debt Service Reserve Requirement” means the least of (i) maximum annual principal and interest due on the Bonds; (ii) 125% of average annual debt service on the Bonds; or (iii) 10% of the proceeds of the Bonds.

“District” means the Bloomington Redevelopment District.

“BAN Purchase Agreement” means the purchase agreement for the BANs authorized by Section 7.

“BAN Purchaser” means the original purchaser of the BANs. “BANs” means the BANs authorized by Section 3.

“Notice Address” means with respect to the City and the Commission:

City of Bloomington
Bloomington City Hall
401 N. Morton St.
Bloomington, IN 47402
Attention: Controller

“Owner” means a registered owner of the Bonds.

“Parity Obligations” means any obligations (including leases and pledges of Tax Increment permitted by the Act) of the Commission issued on a parity with the Bonds (as to the pledge of Tax Increment) under Section 12.

“Paying Agent” means the Paying Agent so designated under Section 3(F) or any successor Paying Agent appointed under this Resolution.

“Prior Bond Increment” means, collectively, the Series 2009 Bond Increment and the 2011 Bond Increment.

“Project” means the development of improvements as described in Exhibit A or such other items as may be approved by the Commission to carry out the Plan.

“Qualified Investments” means any direct obligation of the United States of America or other investments in which the Commission is permitted by Indiana law to invest at the time of investment.

“Registrar” means the Registrar so designated under Section 3(F) or any successor Registrar appointed under this Resolution.

“Series 2009 Bond Increment” means all property tax proceeds from assessed valuation of real property in the Adams Crossing Area in excess of the assessed valuation described in I.C. 36-7-14-39(b)(1) minus any applicable additional credit under I.C. 6-7-14-39.5, as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds; provided however, this amount shall not be greater than the amount required to meet then current debt service requirements and reserve funding requirements, if any, on the 2009 Bonds then outstanding.

“Series 2011 Bond Increment” means all property tax proceeds from assessed valuation of real property in the Downtown Allocation Area in excess of the assessed valuation described in I.C. 36-7-14-39(b)(1) minus any applicable additional credit under I.C. 6-7-14-39.5, as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds; provided however, this amount shall not be greater than the amount required to meet then current debt service requirements and reserve funding requirements, if any, on the 2011 Bonds then outstanding.

“State” means the State of Indiana.

“Surplus Fund” means the Surplus Fund described in Section 11.

“Tax Increment” means all real property tax proceeds from assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1) minus any applicable additional credit under IC 6-7-14-39.5, as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds and minus the Prior Bond Increment.

SECTION 2. GRANTING CLAUSES.

(A) The Commission, in consideration of the premises and of the purchase and acceptance of the Bonds by the Owners, in order to secure the payment of the Debt Service on the Bonds, according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied, herein and in the Bonds, does hereby pledge the rights, interests, properties; money and other assets described below for the benefit of the Owners of the Bonds for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in IC 5-14-4 without the recording of this Resolution or any other instrument:

(1) All cash and securities now or hereafter held in the Allocation Fund, the Surplus Fund or the Debt Service Reserve Account and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Resolution);

(2) All Tax Increment required to be deposited for the benefit of the Bonds and any Parity Obligations or for the benefit of any subordinate obligations; and

(3) Any money hereinafter pledged to the Owners as security to the extent of that pledge; provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the Bonds due, or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding Bonds of all sums of money due or to become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(B) The Commission, in consideration of the premises and of the purchase and acceptance of the BANs by the BAN Purchaser according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied herein and in the BANs, does hereby pledge Tax Increment (on a subordinate basis to any outstanding Prior Bonds or Parity Obligations as to both interest and principal) and the proceeds of the Bonds to the repayment of the BANs for the benefit of the owners of the BANs for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in IC 5-1-14-4 without recording of this Resolution or any other instrument; provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of debt service on the BANs due, or to become due

thereon, at the times and in the manner mentioned in the BANs, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the owners of the outstanding BANs of all sums of money due or to-become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(C) This Resolution further witnesseth, and it is expressly declared, that all BANs and Bonds issued and secured hereunder are to be issued; authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Commission has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the BANs and Bonds, or any part thereof, as provided in this Resolution.

SECTION 3. THE BANS AND THE BONDS.

(A) The Commission, acting in the name of the City, having satisfied all the statutory requirements for the issuance of the Bonds, may elect to issue BANs for the purpose of procuring interim financing to apply to the Costs of the Project. The Commission shall issue the BANs in an aggregate amount not to exceed Forty-Eight Million Dollars (\$48,000,000) to be designated "Redevelopment District Bond Anticipation Notes of 20__" (to be completed with the year in which issued). The BANs shall be dated as of the date of delivery and shall bear interest on the amount borrowed at a rate or rates not to exceed six percent (6%) per annum payable semiannually February 1 and August 1 ("Interest Payment Dates"), beginning on February 1, 2016 or at maturity or upon redemption prior to maturity. Interest shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The BANs may be sold at a discount not to exceed one percent (1.0%) of the principal amount. The term of the BANs, including any renewals or extensions (which may occur without further approval action) shall not exceed five (5) years. The BANs shall be subject to optional redemption prior to maturity upon twenty (20) days notice. The BANs shall be issued in fully registered form and shall be lettered and numbered separately from 1 consecutively upward and with such further or alternate designation as the Registrar may determine and shall be issued in denominations of \$100,000 or in integral multiples of \$5,000 thereafter. The principal of and interest on the BANs shall be payable solely from the Tax Increment and proceeds of the BANs and the Bonds, and the Commission, acting in the name of the City, shall have no obligation to repay the principal of or interest on the BANs except from Tax Increment (subject to Section 2(B) above) and proceeds of the BANs and the Bonds. The Commission may receive payment on the BANs in installments.

(B) The Commission further finds that all or a portion of the Costs of the Project may be paid from proceeds of the BANs and from proceeds of the Bonds under the Act and that the Project will provide special benefits to property owners in the Area and will be of public use and benefit. The Commission further finds that in order to proceed with the planning, replanning, development and redevelopment of the Area, and the repayment of any BANs, it is necessary for the Commission to issue Bonds of the District in the name of the City, payable solely from Tax Increment, allocated and deposited as provided in this Resolution.

For the purpose of procuring funds to be applied to the Costs of the Project, the Commission, acting in the name of the City, shall issue the Bonds, in one or more series, in the principal amount not to exceed Forty-Eight Million Dollars (\$48,000,000) at a purchase price of not less than 98% of the par value thereof, and shall be issued in the denomination of Five Thousand Dollars (\$5,000) each and integral multiples of \$5,000 thereafter. The Controller is hereby authorized and directed to issue and sell to the Bond Purchaser the Bonds, payable, as set forth in Sections 3 and 11 of this Resolution, from Tax Increment, and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution. The Bonds shall be issued by the Commission in the name of the City, and shall be designated "Redevelopment District Tax Increment Revenue Bonds of 20__" (to be completed with the year in which issued). The purchase price of the Bonds, together with investment earnings on the proceeds of the Bonds, does not exceed the total as estimated by the Commission of all Costs of the Project.

The Bonds shall be issued in fully registered form and shall be lettered and numbered separately from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as the Registrar may determine.

The Bonds shall be dated as of the issue date, at a rate or rates of not to exceed six percent (6%) per annum. Interest on the Bonds shall be payable on each February 1 and August 1 beginning on the first February 1 or August 1 at least three months after the issue date of the Bonds and shall accrue on a basis of twelve 30-day months for a 360-day year. The Bonds shall mature annually on February 1 or semiannually on February 1 and August 1 over a period ending not later than February 1, 2040, in such amounts as will retire the Bonds as soon as feasible while providing adequate coverage to market the Bonds.

(C) The Bonds shall be redeemable at the option of the Commission, plus in each case accrued interest to the date fixed for redemption, beginning no earlier than ten (10) years after the issue date, at a face value, in whole or in part, in order of maturity determined by the Commission and by lot within maturities.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the Bond Purchaser. Such term bonds shall have a stated maturity or maturities as determined by the Bond Purchaser. The term Bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates in accordance with the above schedule.

(D) Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given to the Registrar at least 45 days prior to the date fixed for redemption and by the Registrar at least 30 days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by certified or registered Mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which Bonds are to be surrendered for payment and,

if less than the entire principal amount of a Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(E) If fewer than all of the Bonds of a maturity are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of redemption. If any Bonds are subject to optional and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds for mandatory sinking fund redemption.

(F) The Commission President and the Controller are hereby authorized to select the initial Registrar and the Paying Agent for the BANs and the Bonds. The Commission is further authorized to pay such fees as the Registrar and Paying Agent may charge for the services provided as Registrar and Paying Agent and such fees may be paid from the Allocation Fund or the Surplus Fund in addition to paying the principal of and interest on the BANs and the Bonds or from the Allocation Fund or Surplus Fund.

The Commission President and the Controller are hereby authorized, on behalf of the Commission, to enter into such agreements or understandings with the Registrar and Paying Agent as will enable it to perform the services required of it.

(G) The BANs and the Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar on the Certificate of Authentication. No BAN or Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication on such BAN or Bond, respectively, shall have been so executed. Subject to the provisions hereof for registration, the BANs and the Bonds shall be negotiable under the laws of the State of Indiana.

If any BAN or Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new BAN or Bond which in all respects shall be identical to the BAN or Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new BAN or Bond shall be marked in a manner to distinguish it from the BAN or Bond for which it was issued; provided that in the case of any BAN or Bond being mutilated, such mutilated BAN or Bond shall first be surrendered to the City and the Registrar; and in the case of BANs or Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any

such lost, stolen or destroyed BAN or Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicate BAN or Bond the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the BAN or Bond with their reasonable fees and expenses in connection with the above. Every substitute BAN or Bond issued by reason of the BAN or Bond being lost, stolen or destroyed shall, with respect to such BAN or Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed BAN or Bond shall be found at any time, and every such BAN or Bond shall be entitled to all the benefits of this Resolution, equally and proportionately with any and all other BANs or Bonds duly issued hereunder.

Each BAN or Bond shall be transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorneys duly authorized in writing, and thereupon a new fully registered BAN or BANs, or Bond or Bonds, as the case may be, in the same principal amount and of the same series and maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the case may be, in exchange therefor. The Registrar shall not be obligated to make any exchange or transfer of BANs or Bonds following the fifteenth day immediately preceding an interest payment date on any BANs or Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any BAN or Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the BANs and Bonds, or (b) to register, transfer or exchange the BANs or Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar for the BANs or Bonds may treat and consider the person in whose name such BAN or Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or an account of, the principal thereof. The BANs or Bonds may be transferred or exchanged without cost to the owners except for any tax or government charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(H) The City has determined that it may be beneficial to the City to have the BANs and the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York (“Depository Trust Company”) and have transfers of the BANs and Bonds effected by book entry on the books of the central depository system (“Book Entry System”). The BANs and the Bonds may be initially issued in the form of a separate single authenticated fully registered BAN or Bond for the aggregate principal amount of each separate maturity of the BANs and Bonds. In such case, upon initial issuance, the ownership of such BANs and Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the BANs and Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the BANs and Bonds with respect to (i) the accuracy

of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any BAN holder or bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the BANs and Bonds including any notice of redemption, or (iii) the payment to any BAN holder or bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the BANs and Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated BAN or Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the BANs and Bonds pursuant to this Resolution. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute BAN holder or bondholder of each of the BANs and Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such BANs and Bonds; (ii) giving notices of redemption and other notices permitted to be given to BAN holders and bondholders with respect to such BANs and Bonds; (iii) registering transfers with respect to such BANs and Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by BAN holders or bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the BANs and Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the BANs and Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any BAN or Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such BANs and Bonds and all notices with respect to such BANs and Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the BANs and Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the BAN holders and bondholders transferring or exchanging the BANs and Bonds shall designate, in accordance with the provisions of this Resolution.

If the City determines that it is in the best interest of the BAN holders and bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will

notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the BANs and Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the BANs and Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered BANs or Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the BANs or Bonds.

If the BANs and Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said BANs and Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such BANs and Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to BAN holders or bondholders by the City or the Registrar with respect to any consent or other action to be taken by BAN holders or bondholders the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the BANs and Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the BANs and Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the BANs and Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the BAN holders or bondholders for purposes of this Resolution and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the BAN holders or bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the BANs and Bonds, together with the dollar amount of each Beneficial Owner's interest in the BANs and Bonds and the current addresses of such Beneficial Owners.

(I) The BANs and the Bonds shall be payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) of the BANs and Bonds shall be payable upon presentation at the office of the Paying Agent: Mandatory sinking fund payments, optional redemption payments and interest on the BANs and Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment

date or at such other address as provided to the Registrar in writing by such owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

(J) The BANs do not constitute a corporate obligation of the City, but constitute an obligation of the District as a special taxing district, payable solely from Tax Increment (subject to Section 2(B) above) and the proceeds of the BANs and of the Bonds when, as, and if issued.

(K) The Bonds do not constitute a corporate obligation of the City, but constitute an obligation of the District as a special taxing district, in the name of the City, payable solely out of Tax Increment and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution and from funds on deposit in any of the accounts established under this Resolution. The District is not obligated to pay the debt service on the Bonds from any source other than the sources described above. Neither the faith and credit nor the taxing power of the District or the City is pledged to the payment of the principal of or the interest on the Bonds.

SECTION 4. FORM OF THE BANS AND THE BONDS.

(A) Form of the Bonds. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

No. R- _____ \$ _____

UNITED STATES OF AMERICA
 STATE OF INDIANA COUNTY OF MONROE
 CITY OF BLOOMINGTON, INDIANA
 REDEVELOPMENT DISTRICT
 TAX INCREMENT REVENUE BONDS OF 20__

Maturity <u>Date</u>	Original <u>Date</u>	Interest <u>Rate</u>	Authentication <u>Date</u>	CUSIP
-------------------------	-------------------------	-------------------------	-------------------------------	-------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Bloomington Redevelopment Commission (“Commission”), acting in the name of the City of Bloomington, Indiana (“City”), for value received, hereby acknowledges itself indebted and promises to pay, but solely out of Tax Increment (as defined in the Bond Resolution defined below) and the funds held under the Bond Resolution to the registered owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date

set forth above (unless paid or redeemed earlier as hereinafter provided), and to pay interest thereon at the Interest Rate set forth above, on each interest payment date, from the interest date to which interest has been paid next preceding the date of authentication of this Bond from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before _____, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on February 1 and August 1 of each year, commencing February 1, 2016. Interest shall be calculated on the basis of twelve (12) 30-day months for a 360-day year.

The principal of, interest and premium, if any, on this Bond (except for mandatory redemption and optional redemption payments) are payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) shall be payable in lawful money of the United States of America upon presentation at the office of the Paying Agent or at the principal corporate trust office of any successor paying agent appointed under the Bond Resolution hereinafter defined. Mandatory and optional redemption payments and interest on this Bond shall be paid by check mailed to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day Commission funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

The Bonds shall be initially in a Book Entry System (as defined in the Bond Resolution). The provisions of this Bond and of the Bond Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OF THE CITY OF BLOOMINGTON, BUT CONSTITUTES AN OBLIGATION OF THE BLOOMINGTON REDEVELOPMENT DISTRICT (“DISTRICT”) AS A SPECIAL TAXING DISTRICT, IN THE NAME OF THE CITY, PAYABLE SOLELY OUT OF TAX INCREMENT AND INVESTMENT EARNINGS ON ANY CASH OR SECURITIES HELD IN ANY OF THE ACCOUNTS OR FUNDS ESTABLISHED UNDER THE BOND RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT OR THE CITY IS PLEDGED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond is one of an authorized issue of bonds of the Redevelopment District of the City of Bloomington with an aggregate principal amount of \$_____ designated “Redevelopment District Tax Increment Revenue Bonds of 20__” (“Bonds”). The Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Bond Resolution

adopted by the Bloomington Redevelopment Commission (“Commission”) on _____, 2015, as Resolution No. 15-14 (“Bond Resolution”) and in strict compliance with IC 5-1-14, IC 36-7-14, IC 36-7-25 and all related and supplemental acts as in effect on the issue date of the Bonds (collectively, “Act”), to procure funds to be applied to the Costs of the Project (as defined in the Bond Resolution), including issuance expenses of the Bonds, to fund a debt service reserve for the Bonds, and to pay any capitalized interest on the Bonds. The Project consists of the development of improvements located in, serving or benefiting the Bloomington Consolidated Economic Development Area, an economic development area under the Act.

The Bonds are all equally and ratably secured by and entitled to the protection of the Bond Resolution. To secure payment of the Debt Service (as defined in the Bond Resolution) on the Bonds and performance of all other covenants of the City and the District under the Bond Resolution, the Commission, acting in the name of the City, pursuant to the Bond Resolution, has pledged Tax Increment (as defined in the Bond Resolution) and the funds and accounts held under the Bond Resolution to the Bonds. Reference is hereby made to the Bond Resolution for a description of the rights, duties and obligations of the Commission, the District, and the owner of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Resolution are on file at the office of the Commission. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND RESOLUTION.

The Bonds of this issue maturing on and after _____, 20__ , are redeemable at the option of the City on _____, 20__ , or any date thereafter, on thirty (30) days notice, in whole or in part, in order of maturity selected by the Commission and by lot within a maturity, at par.

[The Bonds maturing on _____ 1, ____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and amounts set forth below:

Term Bond

<u>Date</u>	<u>Amount</u>
-------------	---------------

*

* Final Maturity]

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of any redemption shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless notice is waived by the Owners of the Bonds) by sending written notice by certified or registered mail to the Owners of the Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which the Bonds are to be surrendered for payment and, if less than the entire principal amount of the Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

If fewer than all of the Bonds are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each principal amount shall be considered a separate bond for purposes of redemption.

The Commission reserves the right to authorize and issue additional bonds or enter into leases payable out of Tax Increment as provided in the Bond Resolution.

The Commission may, without the consent of, or notice to, the registered owners of this Bond, adopt a supplemental resolution to the Bond Resolution under certain circumstances as described in the Bond Resolution.

This Bond is transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the Registered Owners in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owners or its attorney duly authorized in writing, and thereupon a new fully registered or Bond in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owners, as the case may be, therefor. The Registrar shall not be obligated to (a) register, transfer or exchange the Bonds during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Bonds, or (b) to register, transfer or exchange the Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof. This Bond may be transferred or exchanged without cost to the Registered Owners except for any tax or governmental charge required to be paid with respect to the transfer or

exchange, which taxes or governmental charges are payable to the person requesting such transfer or exchange.

This Bond shall be issued in fully registered form in the minimum denomination of Five Thousand Dollars (\$5,000) or in any integral multiples thereof.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or “insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the District.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the Bloomington Redevelopment District, including the Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Bloomington Redevelopment Commission has caused this Bond to be executed by the manual or facsimile signature of the Mayor, in the name of the City of Bloomington for and on behalf of the Redevelopment District of the City, and attested by the manual or facsimile signature of the Controller of the City, who has caused the seal of City of Bloomington to be impressed or a facsimile thereof to be printed hereon:

CITY OF BLOOMINGTON,
INDIANA

Mayor

(SEAL)

Attest:

Controller

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution.

_____, as Registrar

Authorized Officer

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

UNIF TRANS MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors

Act _____
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (insert name, address and federal tax identification number) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within Bond on the books kept for the registration thereof with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution Participating in a Securities Transfer Association recognized signature guarantee program

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

(End of Bond Form)

(B) Form of BANs. The form of the BANs shall be set forth in the BAN Purchase Agreement.

(C) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution approving the issuance of such Parity Obligations.

SECTION 5. SALE OF THE BANS AND THE BONDS, DEPOSIT OF PROCEEDS.

(A) The Controller, upon the advice of the Commission's Financial Advisor, is hereby authorized and directed to sell the BANs to the BAN Purchaser at a negotiated sale upon receipt of the purchase price or the initial draw in immediately available funds.

Prior to the delivery of the BANs, the Controller shall obtain a legal opinion addressed to the Commission as to the validity of the BANs from Bingham Greenebaum Doll LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the BAN Purchaser. The cost of such Opinion shall be considered as a part of the cost incidental to these proceedings and shall be paid out of the proceeds of the BANs.

Capitalized interest on the BANs, if any, shall be deposited in a separate subaccount of the Allocation Fund. The remaining proceeds of the BANs shall be deposited in the Capital Fund and applied to the Costs of the Project.

(B) After completion of all the necessary legal requirements for the marketing of the Bonds, the Controller is hereby authorized and directed to sell the Bonds to the Bond Purchaser at a negotiated private sale or at a competitive sale pursuant to I.C. 5-1-11-2, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The Bonds shall be sold to the Bond Purchaser at a price of not less than 1% of par.

(C) Prior to the delivery of each series of the Bonds, the Controller shall obtain a legal opinion addressed to the Commission as to the validity of the Bonds from Bingham Greenebaum Doll LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

(D) Capitalized interest received from the sale of the Bonds, if any, shall be deposited in a separate subaccount of the Allocation Fund and applied as set forth in Section 11. Proceeds of the Bonds in an amount not to exceed the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Account. An amount sufficient to repay the BANs, if any, shall be immediately applied to the payment of the BANs. The remaining proceeds of the Bonds shall be deposited in the Capital Fund.

SECTION 6. DELIVERY OF INSTRUMENTS.

The Commission hereby authorizes and directs the Mayor, the Controller and the President of the Commission, and each of them, for and on behalf of the City, the Commission and the District, to prepare, execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Bingham Greenebaum Doll LLP determines is necessary or appropriate to consummate the transactions contemplated by this Resolution, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the BANs and the Bonds, necessary or appropriate to consummate the transactions contemplated by this Resolution shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission are hereby authorized and directed.

SECTION 7. BOND PURCHASE AGREEMENT, BAN PURCHASE AGREEMENT AND INVESTMENT LETTERS.

(A) The Commission hereby authorizes and approves the preparation of a BAN Purchase Agreement and a Bond Purchase Agreement, by which the BANs or Bonds are to be sold to the BAN Purchaser or Bond Purchaser. The President or Vice President of the Commission is hereby authorized and directed to execute, and the Secretary of the Commission is hereby authorized and directed to attest and affix the seal of the City to, the BAN Purchase Agreement and the Bond Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The BAN Purchase Agreement and the Bond Purchase Agreement in the form executed shall constitute the valid and binding limited obligation of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission is hereby authorized and directed.

(B) The Controller and the President or Vice President of the Commission are authorized and directed to obtain an investment letter from the BAN Purchaser to the effect that by acceptance of the BANs, the BAN Purchaser is deemed to have consented to all the terms and provisions of this Resolution and represents that:

- (1) It is a sophisticated investor and is familiar with securities such as the BANs.

(2) It is familiar with the City, the Commission and the District. It has received and read such information concerning the City, the Commission, the District, the BANs, the Bonds and the Tax Increment as it deems to be necessary in connection with investment in the BANs. It has received, read and commented upon this Resolution. Prior to the purchase of the BANs, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the City, the District and the Commission concerning the terms and conditions of the BANs and the tax status of the BANs, and the security therefor, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the City, the District or the Commission possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Bingham Greenebaum Doll LLP for information concerning the financial status of the Commission or the ability of the Commission to honor its obligations or other covenants under this Resolution.

(3) It is acquiring the BANs for its own account with no present intent to resell and that it will not sell, convey, pledge or otherwise transfer the BANs without prior compliance with applicable requirements of state and federal laws, including laws concerning disclosure. It acknowledges and understands that the owners of the BANs cannot reasonably rely on the repayment of the BANs from any source other than Tax Increment and proceeds of the BANs and the Bonds.

SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.

(A) The distribution of an Official Statement prepared for and on behalf of the Commission, is hereby authorized and approved and the President or the Vice President of the Commission, is authorized and directed to execute the final Official Statement on behalf of the Commission in a form consistent with this Resolution and the Bond Purchase Agreement. If necessary, the President or Vice President of the Commission is hereby authorized to designate the preliminary Official Statement as “nearly final” for purposes of Rule 15c2-12, as amended and as adopted by the Securities and Exchange Commission (“Rule 15c 2-12”).

(B) If the BANs or Bonds are subject to Rule 15c2-12, then with respect to the BANs or Bonds, respectively, the President or Vice President of the Commission is hereby authorized to execute and deliver a continuing disclosure agreement upon delivery of the Bonds (“Continuing Disclosure Agreement”). The Commission and City covenant, to the extent permitted by law, that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the Commission or the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the Commission or the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the Commission’s or City’s obligations under this Section and the Continuing Disclosure Agreement and there shall be no remedies for money damages of any kind or in any amount. This remedy shall be available solely to owners of the BANs or the Bonds for which the Continuing Disclosure Agreement was delivered. The Commission’s or City’s failure to honor its covenant herein shall not constitute a breach or default under this Resolution pursuant to which the BANs or the Bonds are issued or any other agreement to which the Commission or

City is a party. The remedy set forth in this Section 8 may be exercised by any holder of the BANs of the Bonds for which the Continuing Disclosure Agreement was delivered in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any remedy under this Section 8, a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered shall give notice to the Commission or the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered may pursue such remedy under this Section 8.

SECTION 9. EXECUTION OF THE BANs AND THE BONDS.

The Mayor is hereby authorized and directed to execute the BANs and the Bonds with his manual or facsimile signature, and the Controller is hereby authorized and directed to have BANs and the Bonds prepared, attest the BANs and the Bonds with his manual or facsimile signature and cause the seal of the City to be impressed or a facsimile thereof to be printed on the BANs and the Bonds, all in the form and manner herein provided. If any officers whose signature or facsimile signature shall appear on the BANs and the Bonds shall cease to be such officer before the delivery of the BANs and the Bonds, such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in office until the date of delivery of the BANs and the Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of the sale of the BAN and the Bonds, the Controller shall receive from the BAN Purchaser and the Bond Purchaser the amount to be paid for the BANs and the Bonds, respectively, and deliver the BANs to the BAN Purchaser and the Bonds to the Bond Purchaser.

SECTION 10. REDEVELOPMENT DISTRICT CAPITAL FUND.

(A) The Redevelopment District Capital Fund is established pursuant to IC 36-7-14-26. Proceeds of the BANs and the Bonds deposited in the Capital Fund shall be deposited in a separate account of the Commission, acting in the name of the City, and kept separate and apart from all other funds of the City, the Commission and the District and may be invested only in Qualified Investments as permitted by law. Proceeds of the BANs will be drawn and disbursed in accordance with subsection (C) and the BAN Purchase Agreement. The Controller shall administer the moneys in the Capital Fund in accordance with this Resolution. The proceeds in the Capital Fund and investment earnings on amounts in the Capital Fund shall be expended only to pay the Costs of the Project and Debt Service on the Bonds. Upon issuance of the Bonds, any BANs shall be called for redemption as provided in Section 3 and proceeds of the Bonds in the Capital Fund shall be immediately set aside and used for the repayment of the principal of and interest on the BANs. The remaining proceeds of the BANs and the Bonds shall be applied to pay remaining Costs of the Project.

(B) Before the eleventh day of each calendar month, the Controller shall notify the Commission of the amount in the Capital Fund at the close of business on the last day of the preceding month.

(C) The Controller shall disburse from the Capital Fund the amount required for the payment of the remaining Costs of the Project upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the Commission.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Capital Fund, the Controller shall transfer all moneys then in the Capital Fund (except moneys reserved to pay any disputed or unpaid claims), to the Allocation Fund to pay principal and interest on the BANs, Debt Service on the Bonds, or, as directed by the Commission, for the same purpose or type of project for which the Bonds were issued, in accordance with IC 5-1-13, as amended from time to time.

SECTION 11. FLOW OF FUNDS.

(A) Creation of Funds and Accounts.

(1) There is hereby established the Allocation Fund, a Bond Principal and Interest Account, a Debt Service Reserve Account and a Surplus Fund. The Allocation Fund shall be held by the Controller. All Prior Bond Increment and Tax Increment shall immediately upon receipt by the City be deposited in the Allocation Fund and then be set aside in the following Accounts and Funds, in the following order of priority and to the extent indicated below:

- (a) Bond Principal and Interest Account;
- (b) Debt Service Reserve Account; and
- (c) Surplus Fund.

The Controller shall, if necessary or required to comply with the covenants and obligations set forth in the resolutions and documents authorizing and applicable to the Prior Bonds, keep such separate records or establish such separate accounts or subaccounts and make such deposits therein from the Allocation Fund, as deemed necessary to maintain such compliance.

(2) Amounts in the Allocation Fund shall be invested in Qualified Investments at the direction of the Controller. Interest earned in each fund or account shall be credited to such fund or account.

(B) Bond Principal and Interest Account. The Controller shall, at least one day prior to each principal and interest payment date, set aside from the Allocation Fund an amount which, together with any amount already on deposit therein, is sufficient to pay principal and interest due on the BANs or the Bonds on the following interest and/or principal payment date, taking into account the payments due on the Prior Bonds, any Parity Obligations and any subordinate obligations. No funds need to be deposited or retained in the Bond Principal and Interest Account

to the extent that the amount contained or remaining therein is at least equal to the aggregate amount of debt service becoming next due and payable on the BANs and Bonds as well as payments next due on the Prior Bonds, any Parity Obligations and any subordinate obligations. All money in the Bond Principal and Interest Account shall be used and withdrawn solely for the purpose of paying debt service on the BANs or Debt Service (and the redemption premium, if any) on the Bonds as they shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity) and amounts due on the Prior Bonds, any Parity Obligations and any subordinate obligations.

(C) Debt Service Reserve Account. Proceeds of the Bonds in an amount equal to the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Account, upon issuance of the Bonds. If, at any time, the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, all Tax Increment not required for the Bond Principal and Interest Account shall be deposited in the Debt Service Reserve Account until the balance equals the Debt Service Reserve Requirement. Moneys deposited and maintained in the Debt Service Reserve Account shall be applied to the payment of the principal of and interest on the Bonds to the extent that amounts in the Bond Principal and Interest Account are insufficient to pay Debt Service when due and payable. If moneys in the Debt Service Reserve Account are transferred to the Bond Principal and Interest Account to pay Debt Service on the Bonds, the depletion of the balance in the Debt Service Reserve Account shall be made up from the next available Tax Increment after the required deposits to the Bond Principal and Interest Account are made. Any moneys in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement shall be deposited in the Surplus Fund and applied as set forth in subsection (D). The City may fund all or part of the Debt Service Reserve Account with a debt service reserve surety bond. The surety bond must be issued by an insurance company rated at least AA+ and Aa by Standard & Poor's Corporation and Moody's Investors Service, respectively, with such rating requirements being determined as satisfied at the time of issuance of such surety bond and not at any time thereafter.

The Commission, upon the advice of its financial advisor, hereby finds that funding the Debt Service Reserve Account is reasonably required and that the Debt Service Reserve Requirement is no larger than necessary to market the Bonds. The Commission further finds that the Debt Service Reserve Requirement is directly related to the Project because the Bond Purchaser would not purchase the Bonds without the Debt Service Reserve Account.

The Debt Service Reserve Requirement, if any, for any Parity Obligations shall be set forth in the resolution authorizing the Parity Obligations. Such resolution may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding Bonds.

(D) Surplus Fund. After making the deposits described in (A), (B) and (C) above, any remaining Tax Increment shall be deposited in the Surplus Fund and shall be available in the following order of priority:

- (1) to pay Debt Service due on the Bonds, debt service due on the BANs, fixed annual lease rentals or any amounts due under any Parity Obligations;

- (2) to fund or replenish the Debt Service Reserve Account;
- (3) to pay debt service or lease rentals due on subordinate obligations permitted pursuant to Section 12 (C) hereof;
- (4) at the option of the Commission, to pay additional Debt Service or additional lease rentals to enable the redemption or purchase of Bonds; or
- (5) for any other purposes permitted by the Act, including distributions to the taxing units as provided under the Act.

(E) No Prior Liens. The Commission, acting in the name of the City, represents and warrants that there are no prior liens, encumbrances or other restrictions on the Tax Increment, or on the City's ability to pledge the Tax Increment for the benefit of the owners of the BANs or the Owners of the Bonds.

SECTION 12. ISSUANCE OF ADDITIONAL BONDS.

(A) Parity BANs. The Commission reserves the right to authorize and issue BANs on parity with the BANs for the purpose of raising money to complete the Project, to refund the BANs or for any other purposes permitted by the Act. Except as provided in this Resolution, the terms and conditions of any parity BANs shall be set forth in the resolution authorizing the issuance of such parity BANs.

(B) Parity Obligations. The Commission reserves the right to authorize and issue Parity Obligations of the Commission, acting in the name of the City, payable from Tax Increment, for the purpose of raising money for future local public improvements or economic redevelopment projects in, serving or benefitting the Area or to refund the Bonds, the Prior Bonds or other Parity Obligations. If any Parity Obligations are issued pursuant to this Section 12, the term "Bonds" in this Bond Resolution shall, unless the context otherwise requires, be deemed to refer to the Bonds and such Parity Obligations. The authorization and issuance of such Parity Obligations, which shall be payable from Tax Increment, shall be subject to the following conditions precedent:

- (1) All interest and principal payments with respect to all obligations payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

- (2) For Parity Obligations payable from Tax Increment without a special benefits tax levy under IC 36-7-14-27, another unlimited property tax levy or a pledge of local option income taxes, the Commission and the Bond Purchaser shall have received a certificate ("Certificate") prepared by an independent, qualified accountant or feasibility consultant ("Certifier") certifying the amount of the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred twenty-five percent (125%) of the debt service

requirements with respect to the outstanding Bonds and the proposed Parity Obligations for each respective year during the term of the outstanding Bonds. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area. If the Parity Obligations are secured by a special benefits tax levy under IC 36-7-14-27, another unlimited property tax levy or a pledge of local option income taxes, the requirements of this paragraph (A)(2) need not be met; and

(3) Principal and interest on any Parity Obligations or junior obligations and lease rentals on Parity Obligations which are leases shall be payable semiannually in approximately equal installments on February 1 and August 1.

Except as provided in this Resolution, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing the issuance of such Parity Obligations.

(C) Subordinate Obligations. The Commission, acting in the name of the City, may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds. The terms and conditions of such subordinate obligations will be set forth in a resolution adopted by the Commission. Principal and any interest on any subordinate obligations and lease rentals shall be payable on February 1 and August 1 out of Tax Increment as set forth in Section 11.

SECTION 13. TAX COVENANTS.

(A) In order to preserve the exclusion from gross income of interest on the BANs and the Bonds under the Code and as an inducement to the BAN Purchaser and the Bond Purchaser, the Commission represents, covenants and agrees that:

(1) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the Commission, the City or another state or local government unit, will use more than 10% of the proceeds of the BANs or the Bonds or property financed by proceeds of the BANs or the Bonds other than as a member of the general public. The Project consists of the development of certain local public improvements in, serving or benefitting the Area and will be available for general public use. No person or entity, other than the Commission, the City or another state or local governmental unit, will own property financed by bond proceeds or will have actual or beneficial use of such property pursuant to a lease; a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the BANs at the Bonds. If the City or the Commission enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be

amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code unless such use in aggregate relates to no more than 10% of the proceeds of the BANs or the Bonds.

(2) No more than 10% of the payment of the principal of or interest on the BANs or the Bonds will be (under the terms of the BANs, the Bonds, this Resolution or any underlying arrangement), directly or indirectly, (i) secured by any interest in bond-financed property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the Commission) in respect of such bond-financed property or borrowed money used or to be used for a private business use. The Commission acknowledges that taxpayers in the Area will pay the City and the other taxing units in the Area all taxes levied on real and personal property in accordance with Indiana law. These taxes of general applicability and the taxpayers in the Area have not entered into any agreements, contracts, guarantees or other arrangements with the Commission with respect to the payment of property taxes or the BANs or the Bonds.

(3) No more than 5% of the BAN or Bond proceeds will be loaned to any entity or person. No more than 5% of the BAN or Bond proceeds will be transferred, directly or indirectly, or deemed transferred to any person or entity other than another state or local governmental unit in any manner that would in substance constitute a loan of the BAN or Bond proceeds.

(4) The Commission reasonably expects, as of the date hereof, that the BANs or the Bonds will not meet either the private business use test described in paragraph (1) and (2) above or the private loan test described in paragraph (3) above during the entire term of the BANs or the Bonds.

(5) No more than 5% of the proceeds of the BANs or the Bonds will be attributable to private business use as described in (1) and private security or payments described in (2) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(6) The Commission and the City will not take any action or fail to take any action with respect to the BANs or the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes of interest on the BANs or the Bonds under Section 103 of the Code, nor will it act in any other manner which would adversely affect such exclusion; and the Commission and the City will not make any investment or do any other act or thing during the period that the BANs or the Bonds are outstanding which would cause any of the BANs or the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Commission and the City covenant and agree not to enter into any contracts or arrangements which would cause the BANs or the Bonds to be treated as private activity bonds under Section 141 of the Code.

(7) The BANs and the Bonds are not private activity bonds as defined in Section 141 of the Code.

(8) The BANs and the Bonds are not federally guaranteed under Section 149(b) of the Code.

(9) The covenants in this Section 13 are based solely on current law in effect and in existence on the date of issuance of the BANs and the Bonds. It shall not be an event of default under this Resolution if interest on the BANs and the Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of such BANs or Bonds.

(10) All officers, members, employees and agents of the Commission and the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Commission as of the date the BANs and the Bonds are issued, and to enter into covenants evidencing the Commission's commitments made in this Resolution. In particular, all or any officers of the Commission and the City are authorized to certify and enter into covenants for the Commission regarding the facts and circumstances and reasonable expectations of the Commission on the date the BANs and the Bonds are issued and the commitments made by the Commission regarding the amount and use of the proceeds of the BANs and the Bonds.

(B) Notwithstanding any other provisions of this Resolution, the covenants and authorizations contained in this Resolution ("Tax Sections") which are designed to preserve the exclusion of interest on the BANs or the Bonds from gross income for federal tax purposes ("Tax Exemption") need not be complied with if the Commission receives an Opinion of nationally recognized bond counsel satisfactory to the Commission that any Tax Section is unnecessary to preserve the Tax Exemption.

(C) Any Parity Obligations will be subject to the tax covenants set forth in the ordinance authorizing the issuance of such Parity Obligations.

SECTION 14. CONTRACTUAL NATURE OF THIS RESOLUTION.

(A) The provisions of this Resolution shall constitute a contract by and between the Commission, acting in the name of the City, and the owners of the BANs or the Owners of the Bonds. After the issuance of the BANs or the Bonds, this Resolution, and the definition of, or the manner of determining, allocating or collecting the Tax Increment or the lien created by this Resolution, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of the owners of the BANs or the Owners of the Bonds, respectively (except as specifically permitted in Sections 16 and 17), nor shall the Commission adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the BANs or the Bonds remain unpaid.

(B) The Commission, acting in the name of the City, covenants not to impair the pledge of the Tax Increment to the payment of the BANs or the Bonds, so long as any of the Bonds are outstanding, or to impair any other pledge or covenant under this Resolution during that period. The Commission further covenants not to change, alter or diminish the Area or the Allocation Area in any way that would adversely affect the owners of the BANs or the Owners of the Bonds so long as any of the BANs or the Bonds remain outstanding.

SECTION 15. DEFEASANCE OF THE BONDS.

(A) If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the Commission, acting in the name of the City. If no principal of or interest on the Bonds or any subordinate obligations is outstanding, any remaining funds (including Tax Increment) shall be used as provided in IC 36-7-14-39 or any successor provision.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the Commission shall have received a verification from an accountant or firm of accountants appointed by the Controller and acceptable to the Commission verifying the sufficiency of the deposit to pay the principal of the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

SECTION 16. AMENDING SUPPLEMENTAL RESOLUTION. The Commission may, without the consent of, or notice to, the Owners of the Bonds, adopt a supplemental resolution for any one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission in this Resolution;

(B) To grant to or confer upon the owners of the BANs or the Owners of the Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the BANs or the Owners of the Bonds;

(C) To modify, amend or supplement this Resolution to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of

the United States of America or the qualification of this Resolution under the Trust Indenture Acts of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the BANs or the Owners of the Bonds;

(D) To provide for the refunding or advance refunding of all or a portion of the BANs or the Bonds;

(E) To amend the Resolution to permit the Commission, acting in the name of the City, to comply with any future federal tax law or any covenants contained in any supplemental resolution with respect to compliance with future federal tax law;

(F) To provide for the issuance of parity BANs, Parity Obligations or Subordinate Obligations;

(G) To subject to the Bond Resolution additional revenues, security, properties or collateral; and

(H) To amend the Resolution for any other purpose which in the judgment of the Commission does not adversely affect the interests of the owners of the BANs or the Owners of the Bonds in any material way.

SECTION 17. CONSENT TO SUPPLEMENTAL RESOLUTIONS.

(A) The owners of the BANs or the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Commission of such supplemental resolutions as shall be deemed necessary and desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution other than those provisions covered by Section 16; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any Bonds payable from Tax Increment, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, or (e) a change in the provisions regarding the collection, deposit, and allocation of Tax Increment as set forth in IC 36-7-14-39 as in effect on the date of the issuance of the Bonds and in the Bond Resolution or in the lien on the Tax Increment for any Bonds, or (f) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder, or (g) a change in the method of accrual of interest on any Bonds.

(B) If at any time the Commission desires to adopt a supplemental resolution for any of the purposes permitted in this Section, the Commission shall cause notice of the proposed adoption of such supplemental resolution to be mailed by registered or certified mail to each

owner of the BANs or Owners of the Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies of it are on file at its office for inspection by all owners of the BANs or Owners the Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Commission, following the mailing of such notice, the owners of the BANs Or the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution of such supplemental resolution, no subsequent owners of the Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof or to enjoin or restrain the Commission from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as is permitted and provided by this Section, this Resolution shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the owners of the BANs or Owners of the Bonds, may be in any number or concurrent writings of similar tenor and may be signed or executed by the owners of the BANs or Owners of the Bonds, in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of the BANs or the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (a) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (b) by an affidavit of any witness to such execution.

(2) The fact of ownership of the BANs and the Bonds or the amount or amounts, numbers and other identification of the BANs and the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

SECTION 18. EVENTS OF DEFAULT.

(A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(1) Default in the due and punctual payment of any interest on any BAN or Bond; or

(2) Default in the due and punctual payment of the principal of any BAN or Bond at its stated maturity or mandatory redemption date.

(B) Upon the occurrence of an Event of Default, the Controller shall notify the owners of the BANs or the Owners of all Bonds then outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(1) The owners of the BANs or the Owners of the Bonds may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the BANs or the Bonds then outstanding.

(2) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Owners under this Resolution, the Owners of the Bonds will be entitled, as a matter of right, to the appointment of a receiver or receivers of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(3) If the Controller certifies that there is sufficient money on deposit in the funds and accounts under this Resolution to pay Debt Service on all the BANs or the outstanding Bonds, the Controller may declare the principal of and accrued interest on all BANs or Bonds to be due and payable immediately in accordance with this Resolution.

(4) The Controller may use any money in the Capital Fund or the Allocation Fund to pay debt service on the BANs or Debt Service on the Bonds if there is an Event of Default.

No right or remedy by the terms of this Resolution conferred upon or reserved to the owners of the BANs or the Owners of the Bonds is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the owners of the BANs or the Owners of the Bonds hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default, by the owners of the BANs or by the Owners of the Bonds shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(C) Anything in this Resolution to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the outstanding BANs and the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Controller, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or

for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

(D) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Resolution shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Allocation Fund and all such money shall be applied to the BANs or the Bonds, as the case may be, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the BANs or the Bonds, including interest on any past due principal of any BANs or Bond at the rate borne by such BAN or Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the BANs or the Bonds which shall have become due at maturity, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal of the BANs or the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the BANs or the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the BANs or the Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this subsection; such money shall be applied at such times, and from time to time, as the Controller shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Controller shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue: The Registrar shall establish a special record date for such payments and shall mail, at least fifteen (15) days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Paying Agent shall not be required to make payment of principal to the Owner of any BAN or the Owner of any Bond until such BAN or Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all BANs and Bonds have been paid under the provisions of this subsection and all expenses and charges have been paid, any balance remaining in the Allocation Fund, the Debt Service Reserve Account or the Surplus Fund shall be paid as provided in Section 11.

(E) Any recovery of judgment shall be for the equal and ratable benefit of the owners of all the outstanding BANs or Bonds.

Nothing in this Section contained shall, however, affect or impair the right of any owner of the BANs or Owner of the Bonds, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Bonds out of Tax Increment and the funds and accounts under this Resolution, or the obligation of the Commission to pay the same, at the time and place expressed in the BANs or the Bonds.

(F) If an owner of the BANs or an Owner of the Bonds shall have proceeded to enforce any right under this Resolution by the appointment of a receiver of the Project, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Commission, the District, and the owners of the BANs or the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and with regard to the property subject to this Resolution, and all rights, remedies and powers of the owners of the BANs or the Owners of the Bonds shall continue as if no such proceedings had been taken.

SECTION 19. NOTICES. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Addresses. The City, the Commission, or the Registrar and Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 20. BUSINESS DAYS. If the date of a principal payment of the Bonds or the date fixed for redemption of any portion of the Bonds shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, then payment of principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 21. SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 22. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Resolution, are, to the extent of such conflict, hereby repealed or amended. The foregoing is not intended, not shall it be

construed, to adversely affect any resolutions, ordinances, orders or other instruments applicable to the 2009 Bonds or the 2011 Bonds while such bonds are outstanding.

SECTION 23. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and signing. The Secretary of the Commission is hereby directed to deliver a certified copy of this Resolution to the Controller.

Adopted at the meeting of the Bloomington Redevelopment Commission held on the ___ day of _____, 2015, at Bloomington, Indiana.

BLOOMINGTON REDEVELOPMENT
COMMISSION

President

Attest:

Secretary

EXHIBIT A

Description of Project

Proceeds from the Bonds will be used to further the Consolidated and Amended Economic Development Plan that governs the Bloomington Consolidated Economic Development Area. Bond proceeds will be used to spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area.

The bond issue will serve five categories of projects:

1. the promotion of community sustainability and reuse;
2. the creation and improvement of public amenities, such as parks, with community wide benefit;
3. the development of affordable housing;
4. the improvement of transportation infrastructure, especially non-automobile transportation infrastructure; and
5. the continued support of the City's urban core.

More specifically, bond proceeds will fund:

- Greenways Investment
- Parks Capital Improvements
- Buskirk-Chumley R&R
- Public Safety Infrastructure
- Affordable/Workforce/Senior Housing
- CTP Infrastructure
- Sustainability Projects
- Public Works Projects
- Animal Shelter Upgrade
- Switchyard Park Development

The Redevelopment Commission will make investments in promoting and enhancing sustainability and reuse, including, but not limited to, investments in green infrastructure and renewable energy projects at property owned or controlled by the City of Bloomington (including white roofs at City Hall and the Police Station, the installation of solar panels at City Hall and the Animal Shelter, and the installation of LED lighting at numerous City owned or controlled properties, including City-controlled structured parking) and the renovation, expansion, improvement, and reuse of existing facilities, including historic structures and facilities owned by the City of Bloomington (such as the Buskirk-Chumley Theater, Allison Jukebox, Animal Shelter, Sanitation Building, and existing City parks).

Switchyard Park, which will include environmental remediation of the land and construction of the park itself, will be funded by Bond Proceeds.

The Bond proceeds will also be used to improve the City's transportation infrastructure. This will include, but is not limited to, sidewalks along 17th Street and Kinser Pike, improvements to

the bicycle infrastructure along 10th Street, Dunn Street, College Avenue, and 3rd Street, improvements to the City's trail system, and installation or improvements to traffic signals at the intersections of: (1) 2nd Street and College Avenue, (2) Bloomfield Road and Rolling Ridge Way, (3) 17th Street and Kinser Pike, (4) 3rd Street and Madison Street, (5) 3rd Street and Lincoln Street, and (6) 3rd Street and College Avenue.

The Bond proceeds will also be used to work collaboratively with private investors to develop and strengthen the City's urban core (including the Certified Tech Park). This may include the renovation and reuse of existing buildings for employment or residential purposes (including workforce and affordable housing), the development of public improvements, such as structured parking, and new buildings—where the renovation and reuse of existing facilities is inappropriate or impossible—for employment and residential uses (including workforce and affordable housing), and other projects that promote urban density.



**CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION
DEPARTMENT
MEMORANDUM**

DATE: May 1, 2015
TO: Members of the Redevelopment Commission
FROM: Tom Micuda, Planning and Transportation Director
SUBJECT: Resolution 15-15

Resolution 15-15 requests RDC approval to reaffirm the public's need to construct multiple transportation improvements on Bloomfield Road (2nd Street). First, the City proposes to construct a sidepath facility from Patterson Drive to Basswood Drive. When the City purchased the former "Sportsplex" facility and converted it to become the Twin Lakes Recreation Center, the City committed to improving bicycle and pedestrian access to this destination recreation facility. Construction of this sidepath on the north side of Bloomfield Road will fulfill that commitment. Furthermore, the Indiana Department of Transportation is adding bicycle and pedestrian improvements to the current overpass where Bloomfield Road crosses State Road 37 (soon to be Interstate 69). This will provide not only great active transportation access to the Rec Center from east or west, but will also create a good bicycle commuting route along the Bloomfield Road corridor for the first time.

In addition to the sidepath project, the City also proposes construction of a traffic signal and intersection realignment at Rolling Ridge Way and Bloomfield Road. The goal of this portion of the project is to create safe vehicular access into and out of the Twin Lakes Recreation Center. It will also create a safer pedestrian crossing and improved access for the hundreds of apartment units to the south of Bloomfield Road. Currently, vehicles trying to make left turns out of both the Rec Center and apartment developments during evening peak hours on Bloomfield Road are confronted with lengthy delays. This leads to unsafe turning movements and dangerous driving conditions. The Parks Department is strongly in support of resolving this dangerous driving condition and gaining signalized intersection access.

Originally, the City was working with a consultant, United Consulting, to design a much larger roundabout project for the intersection at Weimer Road and Bloomfield Road. However, the roundabout project would have cost the City approximately \$4 million to construct. This construction cost would have exceeded the balance in the Adams Crossing TIF. As a result, the proposal was modified to create a new intersection at Rolling Ridge Way and Bloomfield Road, where sight lines are much better. A new access to the Recreation Center will be added opposite the current access point of Rolling Ridge Way. That access drive will also connect to the Twin Lakes softball facility, so both recreation centers can be safely accessed from the same point.

The City plans on bidding the construction of this project very soon. The goal is to construct the project this summer and complete the project well before the end of 2015. Design work for the project has been completed, and property acquisition is nearing conclusion. Pre-construction utility relocation work has also occurred. Staff estimates that no more than \$100,000 of expenses are remaining before the project will be ready for construction bidding. These expenses will be drawn from Resolution 10-11. This resolution authorized payment from the Adams Crossing TIF in an amount not to exceed \$1,614,548.41 for the design, right of way acquisition, and construction of this project. There is \$489,263.31 remaining in this resolution. Once land acquisition is completed, staff will come back to the Redevelopment Commission to formally close Resolution 10-11. Remaining funds in the resolution plus new funds would then be requested to authorize a contract for construction. The engineer's estimate for remaining project expenses is \$1,101,402.00.

Staff respectfully requests Redevelopment Commission approval of Resolution 15-15.

**15-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**REAFFIRMATION OF THE CONSTRUCTION OF IMPROVEMENTS ALONG
BLOOMFIELD ROAD BETWEEN PATTERSON DRIVE AND TWIN LAKES
RECREATION CENTER / WEIMER ROAD, AND
CLOSING OF RESOLUTION 10-11.**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington and the Common Council of the City of Bloomington created an economic development area known as the “Adams Crossing Economic Development Area”; and,

WHEREAS, since the Adams Crossing Economic Development Area was created, the Adams Crossing Economic Development Area has been expanded (“Adams Crossing TIF”), and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and,

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

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made by it for local public improvements and to directly pay expenses incurred by the RDC for local public improvements; and,

WHEREAS, by its Resolution 10-11, the Redevelopment Commission authorized payment from the Adams Crossing TIF of an amount not to exceed \$1,614,548.40 for the design, right of way acquisition, and construction of pedestrian access/transportation improvements between Patterson Drive and Twin Lakes Recreation Center/Weimer Road; and,

WHEREAS, upon completion, these improvements will provide an enhanced and safer means of travel for both pedestrian and vehicular traffic; and,

WHEREAS, the Planning and Transportation Department (hereinafter Department) requests the Commission’s continued commitment to the construction of these improvements at a vital travel corridor of the City; and,

WHEREAS, currently the estimated cost for the completion of this project is \$1,101,402.00; and,

WHEREAS, the Department intends to request bids for the construction of these improvements, and these bids will provide a more accurate estimate for the construction costs; and,

WHEREAS, remaining obligations regarding the design and right of way acquisition phases of this project total approximately \$100,000.00; and,

WHEREAS, the current balance of the funding authorized by Resolution 10-11 is \$489,263.31; and,

WHEREAS, when the Department has determined its best estimate of remaining project costs, the Department shall then request this Commission's authorization for the use of tax increment to complete this project.

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

1. The Redevelopment Commission affirms its findings contained in Resolution 10-11 that the pedestrian access and transportation improvements identified therein serve a valid public purpose and also affirms its authorization for the use of TIF funds to construct these improvements.
2. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2015, the authorizations provided under Resolution 10-11 shall expire on December 31, 2015.
3. The Redevelopment Commission acknowledges that the Department will seek authorization from the Redevelopment Commission for additional tax increment to complete the construction of these improvements when the Department has determined the final cost for this project.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

**15 - 16
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Forty Five Thousand and Zero-One Hundredths (\$45,000.00) Dollars, are under the control of the Redevelopment Commission and may be expended for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department, pursuant to IC § 36-7-14-11(4); and

WHEREAS, the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Council for Neighborhood Improvement Grants for allocation of funds to be received;

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

The Redevelopment Commission hereby approves the following Neighborhood Improvement Grant Program Projects:

1. Arden Place Neighborhood Association:
Commission a sculpture for the traffic island at the intersection of Windsor and Wilton in their neighborhood with the assistance of Bloomington Arts Commission. \$ 12,112.00

2. Green Acres Neighborhood Association:
Installation of 5 neighborhood signs with landscaping at five of the major entrances of the neighborhood. \$ 11,165.00

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

Summary of 2015 Neighborhood Improvement Grant Applications

Arden Place Neighborhood Association

Total award request from the City	\$ 12,112.00
Total value of match	<u>\$ 2,400.00</u>
Total Project Cost	\$ 14,512.00

Arden Place will commission a sculpture for the intersection of Windsor and Wilton Drive in the traffic calming area reclaimed by the neighborhood. The neighborhood will be working with Miah Michaelsen and Bloomington Arts Commission on specifications, Call for Proposals, and selection of artist and design.

Green Acres Neighborhood Association

Total award request from the City	\$11,165.00
Total value of match	<u>\$ 1,504.00</u>
Total Project Cost	\$12,669.00

Green Acres Neighborhood Association would like to install 5 signs and landscaping for their neighborhood.

RESOLUTION 15-17
AMENDING RESOLUTION 14-24 AUTHORIZING PAYMENT FROM THE
THOMSON/WALNUT WINSLOW TIF FOR THE INDIANA
TRANSPORTATION (“INDOT”) PROJECT COORDINATION CONTRACT
FOR THE BLACK LUMBER TRAIL

WHEREAS, pursuant to Ind. Code 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington have created an economic development area known as the Thomson/Walnut Winslow economic development area (the “Thomson TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, since the Thomson TIF was created it has been consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and

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

WHEREAS, the Black Lumber Trail is proposed to be located within the Consolidated TIF; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City of Bloomington (“City”) for expenditures made by it for local public improvements and to directly pay expenses incurred by the RDC for local public improvements; and

WHEREAS, the Black Lumber Trail is included in the Bloomington/Monroe County Metropolitan Transportation Organization (“MPO”) Transportation Improvement Program (“TIP”) with funding allocations for design and construction; and

WHEREAS, the City has entered into an INDOT-Local Public Agency (“LPA”) Project Coordination Contract (“Project Coordination Contract”) with the Indiana Department of Transportation (“INDOT”) for the design, construction, and inspection of the Black Lumber Trail from Henderson Street to Walnut Street; and

WHEREAS, originally the Project Coordination Contract required the City to provide a twenty percent (20%) match of total project cost; and

WHEREAS, in Resolution 14-24, RDC authorized expenditure from the Thomson TIF in the amount of \$117,717.00 to satisfy the City’s twenty percent (20%) match for the Black Lumber Trail; and

WHEREAS, by Resolution 14-24, the Redevelopment Commission of the City of Bloomington authorized an expenditure from the Thomson/Walnut Winslow TIF in the amount of \$117,717.00 to satisfy the City’s twenty percent (20%) match for the Black Lumber Trail project; and

WHEREAS, pursuant to the authorization in Resolution 14-24, the City has entered into an LPA-Consulting Contract with Eagle Ridge Civil Engineering Services, LLC (“Eagle Ridge”) for a total not to exceed Sixty Seven Thousand Eight Hundred Dollars (\$67,800), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Eagle Ridge has determined that a multi-stage stormwater management structure is present, that the Black Lumber Trail must cross over this area, and that in order for the Black Lumber Trail to be built and proper drainage of the area to be maintained, the current multi-stage stormwater management structure must be replaced with a hydraulically equivalent design; and

WHEREAS, Eagle Ridge’s additional services related to the stormwater structure will cost the City an additional Twelve Thousand Dollars (\$12,000) over the previously contracted amount of \$67,800; and

WHEREAS, the City requests that the RDC authorize the expenditure of an Seventy Nine Thousand Eight Hundred Dollars (\$79,800) for Eagle Ridge’s services, described above, related to the Black Lumber Trail.

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

1. The RDC hereby closes Resolution 14-24, and revokes the authorizations under that Resolution. It affirms its findings in Resolution 14-24 that the Black Lumber trail will “significantly enhance Bloomington by providing an attractive amenity and increase opportunities for economic development, downtown revitalization, tourism, recreation, traffic mitigation, and improved safety.”
2. For the avoidance of doubt, future requests for the use of tax increment beyond the \$79,800 authorized by this Resolution for the Black Lumber Trail—which was originally anticipated to be \$37,917.00—may be submitted for the RDC’s consideration, review, and approval.
3. The RDC finds that the expenditure of \$79,800 for Eagle Ridge’s services related to the Black Lumber Trail, as detailed on the attached Exhibit A and Exhibit B are an appropriate use of tax increment from the Consolidated TIF, and are expressly approved.
4. The RDC authorizes the Housing and Neighborhood Development Staff to receive and process requests to expend tax increment from the Consolidated TIF to pay for the services detailed on the attached Exhibit A and Exhibit B and subsequently submit claims in the normal course of business for approval by the RDC as necessary.
5. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the expenditures approved by the RDC as claims in the normal course

of business. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than Seventy Nine Thousand Eight Hundred Dollars (\$79,800) under this Resolution.

6. Unless extended by the RDC via an amended resolution, the authorizations provided under this Resolution shall expire on **December 31, 2015**.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 11/3, 2014 ("Effective Date") by and between City of Bloomington/Department of Parks and Recreation, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Eagle Ridge Civil Engineering, LLC ("the CONSULTANT"), [an individual residing in the State of Indiana] [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1382429

Project Description: Design for construction of the paved Black Lumber Trail; approximately 1/3rd mile in length, from the west side of Henderson St. at E. Thornton Ave. to the east side of Walnut St. in Bloomington.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2016. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 67,800.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

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

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Bloomington-Dept. of Parks and Recreation-Attn:Dave Williams, Operations Director
401 N. Morton St., Suite 250
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Eagle Ridge Civil Engineering Services, LLC, Attn: Brock Ridgway, P.E.
1321 Laurel Oak Drive
Avon, IN 46123

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

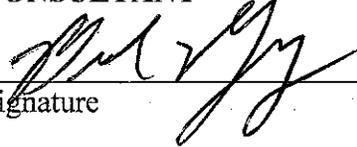
[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

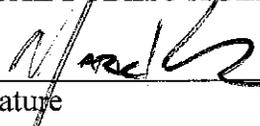
CONSULTANT



Signature

BROCK RIDWAY, P.E., OWNER
(Print or type name and title)

LOCAL PUBLIC AGENCY



Signature

Mark Kruzan, Mayor
(Print or type name and title)



Signature

Pres. Blgtn Parks Commission
(Print or type name and title)

Attest:



Signature

Director, Parks & Recreation
(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of CONSULTANT to complete the design of the Black Lumber Company Trail between Walnut Street and Henderson Street in Bloomington.

The project includes services for preliminary engineering, environmental study, design, plans and special provisions, cost estimating, and permit coordination typical for a project that is to be submitted to INDOT for review and is to be constructed using federal funds. Tasks to be performed by Eagle Ridge are identified by bullets (◆), the responsibilities of LPA are designated by statements beginning with "LPA". *Assumptions and special conditions are written in italics.*

SCOPE OF SERVICES

The work elements are grouped into the following phases:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support and Permitting Tasks
- Bidding Support Tasks
- Project Administration and Management Tasks

PRELIMINARY ENGINEERING TASKS

Route / Topographic Survey and Mapping

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- ◆ Contact the utility locator services including Indiana Underground.
- ◆ Conduct a topographic route survey of the project area in accordance with INDOT requirements.
- ◆ Complete topographic mapping and digital terrain model following accepted procedures and format.
- ◆ Establish two control points to be used for construction grade and location control and put in the mapping. Provide all reference point, alignment notes, and benchmark data in electronic format for ready adoption into the plan set.

- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, as approved by LPA representative.

R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel, property and right of way data on the mapping, including located monuments or corners and apparent or verified property boundaries, and recorded easements. Show adjacent property owners on the plans.

Geotechnical Investigations

- ◆ Conduct geotechnical investigations to identify potential problems with existing in-situ soils. Sample soil in accordance with INDOT requirements.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements as appropriate per City requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores.
- ◆ Prepare Geotechnical Report following INDOT standards.
- ◆ Submit report to INDOT's Division of Materials and Tests. Revise report if necessary to gain approval from INDOT.

Site Reconnaissance

- ◆ Conduct site walkthrough of the project. Review the mapping provided by the surveyor.
- ◆ Compile a photographic record of the project site to assist in the design effort.
- ◆ Inventory Signs and other miscellaneous features that may be impacted by the project. Review existing drainage patterns.

LPA/ Local Coordination

- ◆ Send early coordination to officials as designated by LPA. Early coordination to consist of a project description, mapping, and a request for comments. Possible contacts may include business owners and others as directed by LPA.

Utility Coordination

- ◆ Coordinate with utilities including sewer, water, gas, electric, cable television, and telephone.
- ◆ In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- ◆ Compare utility-provided information with survey data.
- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities where possible while still meeting LPA's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ Send Utilities a copy of the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting.
- ◆ Request verification of their facilities, a confirmation of suspected conflicts and then relocation plans in accordance with INDOT's Utility Coordination procedures.
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to LPA with recommendation. Add relocation plans to the Plans as appropriate.

LPA Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

Environmental Study

- ◆ Prepare an Environmental Study in accordance with INDOT and FHWA requirements. *The level of effort is expected to fall within a Categorical Exclusion (CE) Level 1.*
- ◆ Prepare an Early Coordination Letter for agencies as they appear in INDOT's Procedural Manual for Preparing Environmental Studies.
- ◆ Prepare a project waiver request to the INDOT Cultural Resources Section under the Section 106 Minor Projects Programmatic Agreement. *Based on a preliminary review, it is deemed very likely that the project will qualify for this waiver. Therefore, no services by a certified historian appear to be necessary, nor are any included in this proposal.*

It is also assumed that INDOT will not require any type of archaeological investigation or records check in association with this project.

- ◆ Prepare Categorical Exclusion forms and appendices per the Indiana Categorical Exclusion Manual.
- ◆ Coordinate with LPA's Environmental Consultant to obtain a remediation plan for soil contamination that is known to exist. *It is assumed that the LPA will utilize a separate consultant for the preparation of any needed Phase 1, Phase 2, or Remediation planning development. This other consultant will coordinate with IDEM as needed and will provide a remediation plan for soil contamination in the area which will be adoptable into the construction plans.*
- ◆ Submit documentation to INDOT's Environmental Scoping Manager at Seymour District for review and further processing.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Maps 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 1 sheet
 - Maintenance of Traffic / Erosion Control 2 sheets
 - Plan and Profiles 3 sheets
 - Trail End Landscaping Plan/Details 1 sheet
 - Sign and Pavement Marking Plans 1 sheet
 - Sign Summary Table 1 sheet
 - Miscellaneous Quantity Tables 1 sheet
 - Road/Pavement Summary of Quantities 1 sheet
 - Structure Data Table / Pipe Material Sheet 1 sheet
 - Cross Sections on 50' intervals, and at crossing structures 15 sheets
- Estimated Total Sheets 29 Sheets**

- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

Milestone Submittals

Submissions to the LPA are expected to include electronic files in PDF format and hardcopy.

- ◆ If Design Exceptions are required, submit plans for INDOT review at the Stage 1.
- ◆ If requested by LPA or at Consultant's discretion, submit plans for INDOT review at Stage 2. Otherwise, only submit Stage 2 Plans to LPA for review at Stage 2. Stage 2 Plans are to be used as the Field Check plan set unless otherwise noted.
- ◆ Schedule Field Check, Send Plans to required parties, Conduct Field Check and Publish Meeting Minutes.
- ◆ Submit Stage 3 (95%) Plans to LPA and INDOT for review.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to LPA and INDOT for review and processing.

Trail and Site Design

- ◆ Design the paved trail in both horizontal and vertical alignments.
- ◆ Add plantings and restorations, including seeding to these plans.
- ◆ Design Fencing along Black Lumber Company and other areas as required. Prepare special provisions.
- ◆ From survey data, evaluate the feasibility and implications of installing new sanitary sewer near 1717 S. Walnut as part of the project or as a utility relocation.
- ◆ Coordinate with Duke Energy to request that Duke install lights near each end of the project on its existing poles, and through standard monthly rates (non-metered).

Plan and Profile Sheets / Grading Plan

- ◆ Prepare Plan and Profile sheets.
- ◆ Add spot grades where needed to clarify grading requirements.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, INDOT and LPA designated numbers and descriptions, a project location map, and signature blocks. Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Right of Way Design, Engineering and Management (Not included)

- ◆ *It is assumed that this project will not require any temporary or permanent right of way design. If this is later found to be inaccurate, then the agreement will need to be supplemented to add the preparation of that design, and the preparation of plat exhibits and legal descriptions for acquisition. Such documents and the right of way acquisition must be performed in accordance with federal standards, and would also be subject to future negotiation. It is assumed that the LPA will request the Right of Way Certification from Seymour District at the appropriate time.*

Maintenance of Traffic and Access - Coordination and Design

- ◆ Through coordination with LPA representatives, INDOT and other area stakeholders, determine maintenance of traffic plan for the project. Provide details or notes in plans. Project phasing, lane restrictions, adjacent road closures, and temporary signs will be presented on these plans.

Erosion Control Design

- ◆ Show temporary erosion control measures on these sheets. Combine these with Maintenance of Traffic sheets to show phasing-dependent measures, if applicable.

Typical Cross Sections & Pavement Design

- ◆ Prepare Typical Cross Section details to describe the trail construction.
- ◆ Prepare needed construction details or special provisions related to remediation of soil contamination.

Trail End Treatment Design

- ◆ Prepare layout and details for additional paved areas at each end of the trail. *These areas may include decorative pavement, benches, and signage, but are not expected to include special plantings, landscaped areas, or irrigation features.*
- ◆ Provide special details and special provisions as needed.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets. IAW the Indiana Manual on Uniform Traffic Control Devices.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs in this project.

Drainage Design

- ◆ Inspect site to existing structures to be connected, replaced, cleaned, etc.
- ◆ Review site for poorly draining areas and include drainage infrastructure work if necessary.
- ◆ Prepare structure notes for the Plan and Profiles and Structure Data tables.

Due to the nature of the project with minimal increase in impervious areas, no stormwater filtration devices are expected to be needed for this project.

- ◆ Submit drainage design to CBU for review and approval.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, seeding, sidewalk, curbs where needed to clarify requirements.

Road Summary of Quantities

- ◆ Provide tables that summarize paving work on the project. Pavements shall be in accordance with the approved Pavement Design, along with applicable INDOT and City Road Standards.

Cross Sections

- ◆ Provide Cross Sections at 50' intervals, at connecting paths and at drainage crossing structures.

DESIGN SUPPORT AND PERMITTING TASKS

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if LPA standards apply. Provide Special Provisions Menu and attachments as required by INDOT.

Project Meetings, Field Check, and Public Meeting

- ◆ Attend up to two plan review and coordination meetings with LPA during the project. Prepare minutes of meetings and distribute to attendees.
- ◆ Attend up to 1 meeting with CBU to review storm and sanitary sewer issues and design.
- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting. Prepare minutes of meetings and distribute to attendees.
- ◆ Conduct meetings with stakeholders (for example: businesses) as directed by LPA. *(Note that only two of these meetings are assumed.)* Prepare minutes of meetings and distribute to attendees if needed.
- ◆ Prepare and Conduct a Public Meeting. *A full public hearing is not expected to be required, though the opportunity for one may be advertised. A full Public Hearing would require an adjustment to this scope and fee proposal, and the LPA would likely wish to support this effort (collection of transcripts, etc. with their own resources to save money).* Prepare minutes of meetings and distribute to attendees.

LPA Plan, schedule and publish notices and invitations to public meetings.

LPA Assist in the planning and scheduling of interest group meetings.

Permitting

- ◆ Show temporary erosion control measures on plans and in a special provision. Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review.
- ◆ Publish Public Notice in Herald Times as required. Submit a Notice of Intent and Permit Fee to IDEM.
- ◆ Include Special Provision that requires Contractor to act on the Owner's behalf relative to this permit.

Quantity and Cost Estimates

- ◆ Prepare cost estimate for use in Bid evaluation.

- ◆ Prepare cost estimates on INDOT website in the CES format.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.

BIDDING SUPPORT TASKS

- ◆ **Submit Tracings.** Provide plans in PDF format. Provide the certifications, forms, provisions and paperwork required on INDOT's Tracings checklist.
- ◆ Submit Complete Set of Tracings submittal files on CD for the LPA's files.
- ◆ Respond to questions from bidders. Prepare documentation for inclusion in an Addendum (by INDOT) if necessary.

INDOT Publish advertisement to bidders, receive, open and process bid packages.

- ◆ Attend Preconstruction Meeting.

PROJECT ADMINISTRATION AND MANAGEMENT TASKS

- ◆ Perform coordination and management tasks.
- ◆ Establish accounting controls with phased budget to monitor project performance.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Prepare Invoices to LPA to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to LPA.
- ◆ Develop Project Work Plan and maintain / revise as needed for life of the project.

ASSUMPTIONS:

Environmental Hazards

The project area includes known soil contamination. It is anticipated that the LPA will utilize a separate consultant under a separate contract to perform any needed Phase 1, Phase 2 or Remediation Planning, and that this project will involve only coordination with that consultant in order to place the necessary construction requirements in the plans and special provisions and pay items of this project.

Land Rights / Rights of Entry

It is believed that all of the proposed work will be conducted within existing right of way. If this is determined to not be the case, Eagle Ridge will coordinate with LPA for its assistance in gaining needed right of entry.

Right of Way Engineering

This scope does not include right of way engineering or acquisition services. The LPA has stated that the need for additional right of way should be avoided if possible. Any right of way engineering or acquisition shall be provided by the LPA.

Construction Inspection

This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be negotiated at a later time as an amendment to this agreement.

Sanitary Sewer Routing Evaluation

This scope includes the needed survey and problem analysis to evaluate whether a sanitary sewer can be rerouted in the vicinity of 1717 S. Walnut. This evaluation must wait for the availability of survey and soil remediation planning by an outside consultant. Once available, it will be determined if sanitary sewer design is to be added to the project by an Amendment.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and LPA-specific requirements, if applicable.
2. Copies of all written or emailed comments or views pertinent to the design effort that are received directly by the LPA as a response to early coordination, stakeholder meetings, public meetings or public notices.
3. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
4. Any available plans of existing site, utilities, and other facilities owned, maintained or documented by the LPA on its property.
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	November 1, 2014	
Survey and Mapping Complete	December 31, 2014	
Stage I Plans	Not expected to be applicable	Not Required if no Level 1 Design Exceptions
Field Check / Stage II Plans	March 1, 2015	
Field Check and Utility Coordination Meeting	March 20, 2015	
Environmental Document Approved for Public Involvement	March 20, 2015	INDOT Review Required
Public Meeting	April 2015	
Final Environmental Document Approval	May 2015	INDOT Review Required
Stage III Plans	June 2015	INDOT/LPA Review Required
Tracings (100%)	July 27, 2015	
Ready for Contracts	August 26, 2015	
INDOT Letting	November 5, 2015	
Utility Relocations/Sanitary Sewer	August-December 2015	
Construction	Spring 2016	

APPENDIX "D"

(See Attachment "D" to the INDOT-LPA Project Coordination Contract and need to include any Travel reimbursement provisions).

COMPENSATION TO CONSULTANT:

This project is to be conducted on a Lump Sum basis with an agreed Maximum Cost of **\$67,800**

For budget and general progress tracking, the lump sum will be split into the following subcategories:

Environmental Document:	\$ 6,885
Survey and Mapping:	\$ 8,295
Geotechnical Report & Pavement Design	\$ 4,741
Landscaping Planning:	\$ 4,830
Permit Coordination:	\$ 2,460
Trail and Site Design:	\$ 37,134
Bidding and Construction Support:	\$ 3,455

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$110/hour
Civil Engineer	\$85/hour
CADD Technician:	\$50/hour
Direct Expenses	At Cost
Subconsultants	At Cost + 5%
Mileage Reimbursement	Current IRS Rate

PROJECT NAME: Black Lumber Trail, Des. No 1382429

AMENDMENT #1 TO LPA-CONSULTING CONTRACT

This Amendment, entered into this ____day of _____, 2015, is an Amendment to the Agreement by and between the City of Bloomington’s Department of Parks and Recreation through its Board of Park Commissioners (“Board”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, in the course of completing detailed reconnaissance, survey and investigation of the overgrown corridor, it has been determined that a multi-stage stormwater management (flood control) structure is present, and;

WHEREAS, this structure is comprised of a set of low concrete walls, overflow weirs and a spillway that diverts stormwater during high flow conditions to an alternate set of pipes and channels in order to prevent an existing pipe under Walnut Street from being overwhelmed, and;

WHEREAS, the proposed trail must cross over this area and is in direct conflict with the walls, weirs and spillway that are present; and after consultation with City of Bloomington Utilities, this system is still deemed vital to the proper drainage of this area and therefore must be replaced with a hydraulically equivalent design that also allows for the new trail to be provided, and;

WHEREAS, Board wishes that the services by the Consultant be supplemented to include the additional hydraulic modeling, detailed reinforced concrete structure design, plans, specifications and estimates that are needed to include this feature in the project and to gain the approval of both the City of Bloomington Utilities and the Indiana Department of Transportation, and;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Section I. Services by Consultant: Consultant shall provide additional services to the Board as described above. The Scope of Services as presented under the Agreement is still in effect, and services under this Amendment are additional services.

Section IV. Compensation: The Board shall pay Consultant an additional amount including fees and expenses, for these additional services which shall not exceed Twelve Thousand Dollars (\$12,000). The total compensation under the Agreement, as Amended, shall not exceed Seventy Nine Thousand Eight Hundred Dollars (\$79,800).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

Owner
Board of Park Commissioners

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Leslie Coyne, President
Board of Park Commissioners

Brock Ridgway, P.E.
Managing Member

Hon. Mark Kruzan, Mayor

**15-18
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL CONTRACT REGARDING PARKING LOT MANAGEMENT AT
THE CONVENTION CENTER**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”), the Bloomington Municipal Facilities Corporation (“BMFC”), Monroe County, and the Monroe County Convention Center Building Corporation cooperated in the development of the Convention Center of Monroe County/Bloomington, and its adjoining hotel and parking facilities; and,

WHEREAS, when the Convention Center was originally developed in the early 1990s, land acquisition and construction of the parking lot was financed by a lease financing arrangement authorized under Indiana Code 36-1-10 whereby the RDC acquired the land for the parking lot and conveyed it to the BMFC for issuance of bonds to finance construction, and the BMFC leased the lot back to the Commission, with lease payments payable from revenues of the Downtown Redevelopment Area (which has since been consolidated into the Consolidated Economic Development Area); and,

WHEREAS, the Commission for Bloomington Downtown d/b/a the Downtown Bloomington Commission managed the Convention Center until 2006, when it formed a new non-profit corporation, the Convention Center Management Company, to manage the Convention Center and related parking operations; and,

WHEREAS, since 1997 the RDC and the BMFC have entered into an Agreement for Parking Lot Management with the Commission for Downtown Bloomington or its successor, the Convention Center Management Company, for management of the Lot and coordination of parking services for Convention Center programs; and,

WHEREAS, it is desirable to establish a new Agreement for a term of one year, to be automatically renewed for two additional one-year terms unless either party gives notice of its intent to terminate the Agreement within a specified period;

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

1. The attached Agreement for Parking Lot Management should be, and hereby is, approved.
2. The Redevelopment Commission authorizes David Walter to sign the Agreement for Parking Lot Management on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

AGREEMENT FOR PARKING LOT MANAGEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by the City of Bloomington, Indiana, acting by and through its Redevelopment Commission, an Indiana municipal corporation, (“City”), the Bloomington Municipal Facilities Corporation, an Indiana non-profit corporation (“BMFC”), and the Convention Center Management Company (“Contractor”);

WITNESSETH

WHEREAS, in the mid-1990s the City, the BMFC, Monroe County, and the Monroe County Convention Center Building Corporation cooperated in the development of the Convention Center of Monroe County/Bloomington, its adjoining hotel, and parking facilities; and,

WHEREAS, the BMFC and the City each own parcels of real property which constitute the Convention Center Parking Lot (“Lot”), servicing the Convention Center of Monroe County, 302 South College Avenue, Bloomington, Indiana, of which the full legal description in Attachment A is attached hereto and incorporated herein by reference; and,

WHEREAS, the BMFC leases its parcels constituting the Lot to the City pursuant to a lease-financing arrangement whereby bonds were issued by the BMFC to finance the Lot’s construction and are repaid by the Downtown TIF revenues received by the City; and,

WHEREAS, Indiana Code 5-22-6 permits the City to contract with a public or private person for the performance of services; and,

WHEREAS, since 1997 the City, as lessee of the Lot, has contracted with the Commission for Downtown Bloomington, Inc., (Downtown Bloomington, Inc.), an affiliate of the Contractor, for the management and operation of the Lot, and wishes to continue said

contractual relationship because the Contractor, as the operator of the Convention Center, is the logical entity to manage and operate the Lot; and,

WHEREAS, Downtown Bloomington, Inc. founded the Contractor in 2006 as a corporation to manage the Convention Center;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions stated in this Agreement, and in consideration of the mutual benefits which will accrue to each of the parties to this Agreement, the parties have agreed, and do hereby agree, as follows:

- (1) **TERM AND RENEWALS**. This Agreement shall be in effect for one year, starting on the date that all the parties have executed it. It will automatically renew for two additional one-year terms, unless either party gives the other written notice of its intent not to extend the Agreement, at least sixty (60) days prior to the end of the then-current term.
- (2) **PURPOSE**. It is the purpose of this Agreement to authorize the Contractor to maintain and operate the Lot for parking related to the Convention Center, and to confer upon the Contractor all authority necessary to carry out this Agreement, within the bounds of all federal, state, and local laws, rules, and regulations, and subject to the rights, obligations, conditions, and restrictions as provided in this Agreement.
- (3) **FACILITIES**. BMFC warrants that it is the Owner of certain parcels constituting the Lot, and the City warrants that it is the Owner of certain parcels constituting the Lot, and holds a lease upon portions of the BMFC parcels, excepting the portion described in the following paragraph, such that the City is Owner of the leasehold interest in the Lot covered by this Agreement.

For purposes of this Agreement the facilities shall include all improvements on the above-described real estate, except any area or portions leased to non-parties by the BMFC. A portion of the Lot consisting of twenty (20) parking spaces, is subject to a lease between the BMFC and Encore Hotels of Bloomington, Inc., dated September 12, 1996, and continuing until September 1, 2016, unless terminated prior to that date.

(4) OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS.

A. Authority: Subject to the rights, obligations, conditions, and limitations provided herein, the City hereby authorizes the Contractor and the Contractor hereby agrees to provide, the management services necessary to operate the Lot for parking purposes of the Convention Center. In order to provide such services, the Contractor is authorized, subject to the other terms and conditions of this Agreement, to: (1) grant licenses for use of the lot for parking purposes; (2) set and collect fees for licenses to park in the Lot (“parking fees”); and (3) enter into contracts for services authorized under this Agreement. As used in this Agreement, a “license” shall include any personal privilege granted to any person to park at the Lot, without granting such person any interest in the Lot, which privilege is revocable by the Contractor on behalf of the City and is not assignable by such person. As used in this Agreement, a “service” shall include any duty or labor to be rendered by one person to another.

B. Disposal of Lot: Except as provided herein, the Contractor shall have no right to dispose of any interest in the Lot. However, the Contractor shall act as an Agent of the City with regard to the granting of licenses for parking in the Lot. The Contractor shall regulate and process the collection of parking fees.

C. Personnel: The Contractor agrees to provide personnel to staff the Lot as the Contractor deems necessary. The Contractor shall pay all costs associated with personnel. Supervision and Independent Contractor Status. The status of the Contractor's employees and volunteers providing services pursuant to this Agreement as employees and volunteers of the Contractor shall not be affected in any way by this Agreement. Said employees and volunteers shall be subject solely to supervision by the Contractor's supervisors.

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

D. Maintenance: The City shall be responsible for maintenance and repair of the Lot. The City shall provide snow removal and shall sweep the Lot in accordance with its regular schedule for sweeping. Expenses of sweeping and snow removal in the Lot shall be borne by the City. The City is willing to provide certain sweeping and snow removal services, as provided herein, for the parking lot owned by Monroe County to the west of the Lot ("West Lot"). The Contractor shall pay the City Two Hundred Fifty Dollars (\$250) per occasion for snow removal in the West Lot and Two Hundred Fifty Dollars (\$250) per occasion for sweeping the West Lot. Sweeping the West Lot will be performed upon request by the Contractor; snow removal will be performed as needed.

The City shall pay the electricity bill for lighting the Lot. The City shall provide trash removal in accordance with the regular schedule for trash removal from City parking lots.

(5) MANAGEMENT AND PARKING FEES. As consideration for this Agreement, the Contractor shall pay to City the sum of Eighteen Thousand Dollars (\$18,000.00) per year. Such payment shall be made in quarterly installments of Four Thousand Five Hundred dollars (\$4,500.00) each, with the first installment due on June 10, 2015. The Contractor shall be entitled to retain as its own property any revenues it receives from parking fees pursuant to this Agreement. The Contractor shall have the sole authority to establish parking fees.

(6) LANDSCAPING. The Contractor shall be responsible for providing labor for seasonal landscaping of the Lot, including mowing, mulching (except as provided herein), planting flowers, and weeding. The City shall be responsible for labor and materials for major landscaping such as tree replacement. Landscaping materials and supplies in an amount not to exceed Two Thousand Dollars (\$2,000.00) shall be paid by the City per year. This dollar limit shall include one application of mulch per year at a time to be decided upon by the Contractor. The Contractor shall give the City at least thirty (30) days notice of the date by which it wishes to have the mulch applied.

Major landscape projects or improvements requiring subcontracting shall be paid for by the City and are subject to City approval.

(7) INSURANCE AND INDEMNIFICATION.

The City shall be responsible for maintaining commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence. The Contractor shall be responsible for maintaining a separate commercial general liability

policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Upon the request of the other Party, the City and the Contractor agree to supply a certificate of insurance evidencing the insurance required under this paragraph. Both Parties' policies shall be endorsed to require thirty (30) days advance notification to the other party in the event of cancellation or non-renewal. The Contractor shall indemnify and hold the City and the BMFC, and the officers, agents, and employees of the City and the BMFC, free and harmless from any and all liability, claims, loss, damage or expenses, including attorneys fees and costs, arising by reason of any death, injury or property damage sustained by any person, including the Contractor or any agent or employee of the Contractor, if such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of the Contractor or any guest, licensee or invitee of the Contractor, or by the Contractor's failure to perform any covenant, term, condition or act required by this Agreement.

- (8) ACCOUNTING. The Contractor agrees to submit to the City, on a quarterly basis, an accounting of any and all revenues generated from the operation of the Lot. Each report shall include a statement of the groups using the Lot during that calendar year and the parking arrangements for each use, including date(s) of the event(s) and: if payment for the Lot was based upon the number of persons guaranteed by the group to attend the event, the number guaranteed and amount paid; if all or part of the Lot was licensed to a group, the portion of the Lot licensed and amount paid for it; and if "individual pay" events were held, the rates and number of cars using the Lot for each such event. It is also understood and agreed that the City, or a designee of the City, has the right, at any time, to review and

audit the Contractor's books and financial records concerning the funds generated from the operation of the Lot.

(9) TERMINATION.

A. Termination for Breach:

If the Contractor fails to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor violates any of the terms or conditions contained herein, then the City shall have the right to terminate this Agreement with the Contractor. Such termination shall only occur after the City has notified the Contractor, in writing, of the alleged breach and given the Contractor sixty (60) days to cure such breach.

If the City fails to fulfill, in a timely and proper manner, any obligation under this Agreement, or violates any terms or conditions contained herein, then the Contractor shall have the right to terminate this Agreement. Such termination shall only occur after the Contractor has notified the City, in writing, of the alleged breach and given the City sixty (60) days to cure such breach.

B. Termination for Other Reason:

The City shall also have the right to terminate this Agreement, without penalty, with sixty (60) days' notice to the Contractor, should the City determine, in its sole discretion, that the Lot or a portion of the Lot, is necessary or desirable for expansion of the Monroe County Convention Center.

(10) MODIFICATION. This Agreement shall be modified only by written amendment executed by all parties hereto.

- (11) NON-DISCRIMINATION CLAUSE. All Parties participating in this Agreement, shall comply with the City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment. No person on the grounds of handicap, race, color, religion, sex, sexual orientation, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of non-discrimination for work done under this Agreement, and shall post in conspicuous places, available to all employees of Contractor, employed under this Agreement, and on applications, notices of non-discrimination.
- (12) ENFORCEABILITY. This Agreement has been made with reference to, and shall be construed and enforced in accordance with, the substantive laws of the State of Indiana, without regard to the principles which would otherwise govern the choice of applicable law in the absence of the parties' selection of applicable law, and suit, if any, must be brought in Monroe County, Indiana.
- (13) APPLICABILITY. It is agreed between the parties that this Agreement is not assignable. This non-assignability clause does not affect the Contractor's ability to enter into license agreements for parking in the Lot or contracts for goods and services.
- (14) TAX COVENANT. Notwithstanding any other provision of this Agreement, the Contractor shall neither take any action nor fail to take any action with respect to its management of the Lot that would result in loss of the exclusion from gross income of interest paid on any bonds (as defined under the Internal Revenue Code of 1986, as amended ("Code")), which bonds when initially issued and sold, were the subject of an

opinion of bond counsel to the effect that interest thereon was “excludable” from gross income under the Code. Any agreement entered into by the Contractor with respect to the Lot that would result in a loss of the exclusion from gross income of interest paid on such bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

The City shall provide the Contractor with legal guidance as to what types of actions with respect to its use of the Lot could result in the loss of the exclusion from gross income of interest paid on the bonds.

- (15) NOTICES. Whenever either party shall be required to give notice to the other under this Agreement, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known place of business. Notice should be served to the following address:

For the City

City of Bloomington, Legal Department
P.O. Box 100
Bloomington, Indiana 47402

For the BMFC

Greg Small
City of Bloomington, Legal Department
P.O. Box 100
Bloomington, Indiana 47402

For the Convention Center Management Company

Convention Center Management Company
302 South College Avenue
Bloomington, Indiana 47408

Notice of any change of address must be given in writing to all parties within seven (7) days of the change of address.

- (16) SUCCESSORS. All covenants in this Agreement, whether by the City or the Contractor, shall be binding upon the successors of the respective parties hereto.

- (17) SEVERABILITY. In the case any section or provision of this Agreement, or any covenant, stipulation, obligation, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein. Any such illegality or invalidity or inoperability of any application shall not affect any legal and valid and operable application and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to effective, operative, made, entered into, or taken in the manner and to the full extent from time to time permitted by law.
- (18) LIENS AND ENCUMBRANCES. The Contractor shall not suffer or permit any mechanic's lien or any other type of lien or encumbrances arising from the Contractor's management and operation of the Lot to be placed or filed upon the premises, and shall indemnify and save the City and BMFC harmless therefrom.
- (19) WAIVER OR BREACH. 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 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. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

(20) 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 required under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

(21) VERIFICATION OF NEW EMPLOYEES' IMMIGRATION STATUS. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. Attachment B is attached hereto and incorporated herein by reference as though fully set forth.

“Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Contractor. If the City terminates the Agreement under this provision, Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

(22) NO INVESTMENT IN IRAN. Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

(This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor is not engaged in said investment activities. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

(23) APPROPRIATION OF FUNDS. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City or BMFC are at any time not forthcoming or are insufficient, through failure of any entity, including the City or BMFC, to appropriate funds or otherwise, then the City and/or BMFC shall have the right to terminate this Agreement without penalty.

(24) INTENT TO BE BOUND. The City, BMFC, and Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the

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

(25) ENTIRE AGREEMENT. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

WITNESS our hands this ____ day of _____, 2015.

CITY OF BLOOMINGTON, INDIANA

Mark Kruzan, Mayor

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

**CONVENTION CENTER
MANAGEMENT COMPANY**

BY: _____

BY: _____

ATTEST:

ATTEST:

BY: _____

BY: _____

**BLOOMINGTON MUNICIPAL FACILITIES
CORPORATION**

BY: _____
President

BY: _____
Secretary

ATTACHMENT A

The Convention Center Parking Lot is more fully described as:

Lot Number Two (2) in Convention Center Square, as shown on the plat thereof recorded in Plat Cabinet C, Envelope 22, in the Office of the Recorder of Monroe County, excluding therefrom the following: Commencing at the Southwest corner of said Lot 2; thence South 89 degrees 28 minutes 25 seconds East along the South line of said Lot 141.95 feet to a Southeasterly corner thereof; thence North 00 degrees 03 minutes 10 seconds East along an Easterly line of said Lot 2 for 68.00 feet to a corner thereof, said point being the point of beginning; thence North 00 degrees 03 minutes 10 seconds East 110.00 feet; thence South 89 degrees 56 minutes 50 seconds East 136.00 feet to an Easterly line of said Lot 2; thence South 00 degrees 03 minutes 10 seconds West along said Easterly line 111.12 feet to a Southeasterly corner of said Lot 2; thence North 89 degrees 28 minutes 25 seconds West 136.00 feet along a Southerly line of said Lot 2 to the point of beginning, containing 0.35 acres, more or less;

and

Part of Seminary Lot 27 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Beginning at the Southeast corner of said Seminary Lot; running thence North 68 feet; thence West 136 feet; thence South 68 feet; thence East 136 feet to the place of beginning;

and

Part of Seminary Lot 28 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Commencing at a point Sixty (60) feet South of the Northeast corner of said lot, running South Sixty-five (65) feet, thence West Sixteen (16) poles and twenty-one (21) links, thence North Sixty-five (65) feet, thence East Sixteen (16) poles and Twenty-one (21) links to the place of beginning.

Said real estate is more particularly described by a recent survey by Kevin B. Potter, L.S. No. S0487, Indiana, dated May 31, 1995 and recorded June 7, 1995 in Survey Record Book 3, at page 440, as follows, to-wit:

Part of Seminary Lot Number 28 in the City of Bloomington, Indiana, more particularly described as follows: Commencing at the Northeast corner of Seminary Lot 28, thence South 00 degrees 08 minutes 20 seconds West along the East line of said lot 60.00 feet to the point of beginning; thence continuing along the East line of said lot South 00 degrees 08 minutes 20 seconds West 65.00 feet; thence leaving said East line North 89 degrees 28 minutes 25 seconds West 278.05 feet to the West line of said lot; thence along said West line North 00 degrees 10 minutes 17 seconds East 65.00 feet; thence leaving said West line of said lot South 89 degrees 28 minutes 25 seconds East 278.01 feet to the point of beginning, containing 0.41 acres, more or less;

and

A part of Seminary Lot Number Twenty-eight (28) in the City of Bloomington, Indiana, described as follows, to-wit: Commencing at the Northeast corner of said lot, running thence West Sixteen (16) poles and Twenty-one (21) links; thence South Sixty (60) feet; thence East Sixteen (16) poles and Twenty-one (21) links; thence North Sixty (60) feet to the place of beginning.

Said real estate is more particularly described by a recent survey by Kevin B. Potter, L.S. No. S0487, Indiana, dated May 31, 1995, and recorded June 7, 1995, in Survey Record Book 3, at page 440, as follows, to-wit:

Part of Seminary Lot Number 28 in the City of Bloomington, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Seminary Lot 28; said point being the point of beginning; thence along said East line of said lot South 00 degrees 08 minutes 20 seconds West 60.00 feet; thence leaving said East line North 89 degrees 28 minutes 25 seconds West 278.01 feet to the West line of said lot; thence along said West line North 00 degrees 10 minutes 17 seconds East 60.00 feet to the Northwest corner of said lot; thence along the North line of said lot South 89 degrees 28 minutes 25 seconds East 277.98 feet to the point of beginning, containing 0.38 acres more or less.

15-19
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**PERMISSION FOR MERCURY DEVELOPMENT TO CONTRACT WITH
COMCAST**

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 a redevelopment area known as the “Downtown Redevelopment Area”; and,

WHEREAS, since the Downtown Redevelopment Area was created, the Downtown Redevelopment Area has been expanded (“Downtown TIF”), recharacterized as an economic development area, and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and,

WHEREAS, pursuant to the redevelopment plan for the Downtown TIF, the RDC advertised its intent to lease real property at the southwest corner of West Seventh Street and North College Avenue in the City of Bloomington (“Property”), to be used for a hotel, residential units, commercial space, and a multi-level parking garage (“Project”); and,

WHEREAS, in Resolution 03-06, the RDC authorized its officers to execute a ground lease between itself and Register Exchange, LLC, for lease of the Property and completion of the Project; and,

WHEREAS, the RDC approved the assignment of Register Exchange, LLC’s leasehold interests to Mercury Development Group, LLC in Resolution 03-26; and,

WHEREAS, the residential units within the project operate as “Mercury Apartments”; and,

WHEREAS, Mercury Development Group, LLC has previously contracted to provide cable television and internet services to the Mercury Apartments; and,

WHEREAS, Mercury Development Group, LLC and Comcast are in the process of negotiating a contract, by which Comcast provides cable television and internet services to the Mercury Apartments, and Comcast has requested that the RDC acknowledge that Mercury Development Group, LLC has the ability to enter into this contract with Comcast; and,

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

1. For the avoidance of any doubt, the Redevelopment Commission acknowledges that Mercury Development Group, LLC has the ability to enter into the Services Agreement with Comcast that is attached to this Resolution as Exhibit A and incorporated herein by reference.
2. The Redevelopment Commission asks City Staff to send a copy of this resolution, including Exhibit A to Megan J. Schueler of Ferguson & Ferguson, on behalf of Mercury Development Group, LLC.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on April 30, 2015, by and between Comcast of Illinois/Indiana/Ohio, LLC, (the "Company") and Mercury Development Group, LLC, (the "Lessee"), who controls certain real estate and improvements thereon located at 212 North Morton Street _____ Bloomington, IN 47404 (the "Premises"), commonly known as "Mercury Apartments," consisting of 76 residential units plus any units added or constructed in the future. Lessee is party to a lease with The City of Bloomington, Indiana Redevelopment Commission (the "Owner") who owns the Premises dated January 31, 2003, (the "Lease").

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Bloomington, Indiana (the "Franchise Area"). The Lessee desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

Wiring.

Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

Use and Maintenance of Wiring. The Lessee has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Lessee nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Lessee within the units that may become necessary or useful for the

provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Lessee.

Access. The Lessee shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling, connecting, or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Lessee shall supply the names and unit numbers of residents at reasonable intervals. The Lessee shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

Delivery of Services. The Lessee has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Lessee shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. However, nothing in this Agreement shall prohibit other service providers from providing service to the Premises provided that no use is made of the System by such other service providers.

Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between the Lessee and the Company. Except as set forth in the Bulk Bill Addendum, the Lessee assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.

Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.

Interference. If any device or facility belonging to a resident or the Lessee does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Lessee or resident, as the case may be.

Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Lessee and the Company and their respective successors and assigns for a term of 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 1 year unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.

Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Lessee with a certificate evidencing such insurance.

Indemnification. The Company shall indemnify, defend and hold harmless the Lessee and the Owner, each of their personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Lessee shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Lessee or the Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event if the defaulting party fails to do so

within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) Termination of Lease. In the event the Lease is terminated prior to the expiration or termination of this Agreement, the Lessee shall give the Company 60 days prior notice of such termination accompanied by the payment of a termination fee calculated as follows: the then current monthly service fee for the Bulk Service multiplied by the number of months remaining in the term of this Agreement (the "Termination Fee"). Provided that the Company has received the Termination Fee, this Agreement shall automatically terminate at the end of the notice period. Notwithstanding the forgoing, if the Lease is terminated prior to the expiration or termination of this Agreement and the Owner or third party who controls the Premises agrees to assume the Agreement, such event shall be treated as an assignment pursuant to Section 16(b) below and this subsection (c) shall not be applicable.

Removal of Company Wiring.

Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal. Any portion of the Company Wiring remaining on the Premises after the period set forth in this Agreement for its removal shall be deemed abandoned, and ownership shall vest in the Lessee "AS IS" and the Company shall have no further liability for the Company Wiring.

Dispute Resolution. All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the Arbitration contained in the Indiana Rules of Alternative Dispute Resolution. The parties shall appoint a mutually agreeable arbitrator, who shall be a lawyer, licensed and residing in the State Indiana, who shall be reasonably familiar with broadband communications systems and services. The arbitrator shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Premises is located, without regard to its choice of law principles. The decision of the arbitrator shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.

Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Lessee's presentation of the Company's marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. For any Services that the Lessee markets on a non-exclusive basis, the Lessee will market those non-exclusive Services on a materially comparable basis with any competing services (e.g., no favorable treatment in terms of

location of marketing materials) and the Lessee will not treat any competing services on a more favorable basis in terms of approved requests for on-site marketing events granted other providers over Company's requests. In addition, the Lessee's leasing and office staff shall not take actions to position competing service as "preferred" service over Company's service. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-Exclusive

Miscellaneous.

Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Lessee sells, assigns, transfers or otherwise conveys the Premises to a third party, the Lessee shall give the Company prior written notice of such change of ownership or control. The Lessee shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Lessee:

Mercury Development Group, LLC
c/o Register Place, LLC 403 East Sixth Street
Bloomington, IN 47408
Attn.: Manager

If to the Company:

Comcast of Illinois/Indiana/Ohio, LLC
41112 Concept Drive
Plymouth, MI 48170
Attn.: Heartland Regional Senior Vice President

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

Confidentiality. Subject to Section 16(e) and except as otherwise required by applicable law, each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Lessee or the Company to reasonably conduct its business.

Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

Representation and Warranty. The Lessee represents and warrants, with full knowledge that the Company is acting in reliance upon same in executing this Agreement and in performing its obligations hereunder, that it has the right to enter into this Agreement, to grant the rights granted hereunder and that its entry into this Agreement does not and will not violate its obligations to any third party. In the event of a breach of this representation and warranty, the Company shall have the right, in its sole discretion, to immediately cease performance under this Agreement and/or terminate this Agreement without further liability to the Company. In the event this Agreement is so terminated, in addition to any remedies which the Company may have for the Lessee's breach of this Agreement, the Lessee shall reimburse the Company for the time and materials of all work

performed at the Premises, up to the termination date, within 30 days of receipt of an invoice from the Company..

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LESSEE

WITNESS/ATTEST:

Mercury Development Group, LLC

By: Register Place, LLC
Its: Manager

Name: _____

By: _____
Name: David L. Ferguson
Title: Manager

COMPANY

ATTEST:

Comcast of Illinois, Indiana/Ohio, LLC

Name: _____

By: _____
Title: Heartland Regional Senior Vice
President

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on April 30, 2015, by and between Comcast of Illinois/Indiana/Ohio, LLC (the "Company") and Mercury Development Group, LLC (the "Lessee") who owns or has control over certain real estate and improvements thereon located at 212 North Morton Street Bloomington, IN 47404 (the "Premises"), consisting of 76 residential units. This Bulk Addendum supplements that certain Services Agreement dated April 30, 2015 by and between the Lessee and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

The Company agrees to provide the Bulk Service to 2 outlet(s) in each of 76 units. As of the date of this Bulk Addendum, the Bulk Service consists of the channel lineup set forth on Exhibit B attached hereto which is subject to change from time to time. The Lessee shall pay the Company a monthly per unit service fee for the Bulk Service equal to \$29.21 per unit(s) plus a broadcast TV fee equal to \$3.25 per unit and all applicable taxes and fees. The monthly per unit(s) service fee may be increased by the Company upon 30 days written notice and such increase shall not exceed 5% per year. The broadcast TV fee may be increased by the Company upon 30 days notice and shall not exceed the then current residential broadcast TV fee increase.

The Lessee acknowledges and understands that a digital receiver is required to receive the Bulk Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Addendum, the Company shall provide each resident with 1 digital receiver(s) and 1 remote control(s) and the Company will provide those portions of the Bulk Service that do not require equipment capable of two way communications on 1 additional outlets, and to the extent that a resident does not have such equipment in their unit, the Company shall provide each resident with 1 digital adapter(s) and 1 remote control(s). The resident shall be required to enter into a separate agreement with the Company accepting responsibility for the digital receiver(s), digital adapter(s), remotes and any services purchased which are additional to the Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of Bulk Service, which do not require a digital receiver or digital adapter without any reduction in the monthly per unit(s) service fee. The type of digital receiver(s), digital adapter(s) and remotes provided to the residents shall be at the Company's sole discretion.

Monthly per unit(s) service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Lessee in the event payment of the monthly per unit(s) service fee remains unpaid for 60 days.

The Lessee acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Lessee or anyone claiming through the Lessee. The

Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company. Provided however, if after an addition, deletion or modification to the channel line-up by the Company, the Lessee determines, in good faith, that the programming offered has materially diminished in quality and quantity, the Lessee may terminate this Agreement by providing sixty (60) days' notice to the Company.

This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.

The Lessee may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.

The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

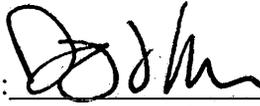
LESSEE

WITNESS/ATTEST:

Mercury Development Group, LLC

By: Register Place, LLC
Its: Manager

Name: _____

By: 

Name: David L. Ferguson
Title: Manager

COMPANY

ATTEST:

Comcast of Illinois/Indiana/Ohio, LLC

Name: _____

By: _____
Name: Timothy P. Collins
Title: Heartland Regional Senior Vice
President

Bulk Service Channel Lineup



CHANNEL LINEUP

EFFECTIVE SEPTEMBER 2014

1-800-XFINITY | www.xfinity.com

BLOOMINGTON

LEGEND

- Standard Definition
- Standard Definition Premium
- High Definition
- High Definition Premium

3D Channel

LIMITED BASIC

- 2, 277 WCLJ (TBN)
- 3 Educational Access
- 4 WTTV (The CW)
- 5 WTUJ (PBS)
- 6 WRTV (ABC)
- 7 Public Access
- 8 WISH (CBS)
- 9 WHMB (IND)
- 10 WNDY (MyNetworkTV)
- 11 WXIN (FOX)
- 12 Government Access
- 13 WTHR (NBC)
- 14 Government Access
- 16, 241 HSN
- 17 Educational Access (TIV2)
- 18 WIPX (ION)
- 19, 240 QVC
- 20, 115 WGN America
- 21, 244 Commerical Ads/Educational Access
- 75 HSN2
- 89, 242 ShopHQ
- 90 Leased Access
- 96 Government Access
- 98, 445 C-SPAN
- 110 WXIN Antenna TV
- 168 WNDY Bounce
- 273 Impact Network
- 295 WDTI (Daystar)
- 305 WTUJ Family
- 355 WTUJ Espanol
- 419 WTUJ World
- 420 WRTV News
- 421 WRTV LiveWell
- 424 WTTV This TV
- 428 WTHR-Cozi
- 432 WISH Local Weather
- 446 C-SPAN2
- 510 WTHR Me TV
- 851-896 Music Choice

DIGITAL STARTER

- 1 Video On Demand
- 23, 610 AMC
- 24, 806 MTV
- 25, 106 USA Network
- 26, 506 ESPN
- 27, 551 FS1
- 28, 181 Bravo
- 29, 315 Disney Channel

- 30, 407 CNN
- 31, 409 HLN
- 32, 509 ESPN2
- 33, 306 Nickelodeon
- 35, 239 Jewelry TV
- 36, 455 Animal Planet
- 37, 412 CNBC
- 38, 430 The Weather Channel
- 39, 109 TBS
- 40, 112 TNT
- 41, 158 A&E
- 42, 121 Lifetime
- 43, 141 Spike
- 44, 461 Discovery Channel
- 45, 814 VH1
- 46, 166 BET
- 47, 821 CMT
- 48, 325 Cartoon Network
- 49, 256 TV Land
- 50, 414 MSNBC
- 51, 211 Food Network
- 52, 257 ABC Family
- 53, 406 Fox News Channel
- 54, 116 FX
- 55, 217 TLC
- 56, 206 HGTV
- 57, 453 Travel Channel
- 58 TV Guide Network
- 59, 483 History
- 60, 133 E!
- 61, 519 FSN Midwest
- 62, 148 Comedy Central
- 63, 156 Syfy
- 64, 552 BTN
- 70, 260 Hallmark Channel
- 71, 128 Oxygen
- 81 CN81
- 82 Comcast Xtra
- 125 WE TV
- 136 Esquire Network
- 173 BBC America
- 261 Hallmark Movie Channel
- 277 TBN
- 298 INSP
- 336 Sprout
- 353 Univision
- 411 Bloomberg
- 447 C-SPAN3
- 471 Investigation Discovery
- 482 BIO
- 485 H2

- 549 NBC Sports Network
- 555 FXX
- 558 Golf Channel
- 611 LMN
- 646 movieplex
- 692-694 Comcast Xtra
- 820 UP

DIGITAL PREFERRED

- 127 El Rey
- 142 GSN
- 147 BabyFirstTV
- 151 Nat Geo WILD
- 167 TV One
- 174 BBC World News
- 175 Ovation
- 178 Logo
- 187 Disney Junior
- 209 Cooking Channel
- 214 DIY Network
- 221 Destination America
- 224 OWN
- 265 RLTv
- 270 BYUtv
- 275 EWTN
- 307 Nick 2
- 308 TeenNick
- 309 Nicktoons
- 317 Disney XD
- 335 Nick Jr.
- 338 The Hub
- 342 HITN
- 356 nuvo tv
- 365 UniMas
- 366 Galavision
- 379 mun2
- 410 Fox Business Network
- 450 National Geographic Channel
- 464 Science
- 466 Smithsonian Channel
- 486 American Heroes Channel
- 511 ESPNU
- 514 NBA TV
- 515 NHL Network
- 516 MLB Network
- 531 CBS Sports Network
- 532 SEC National
- 547 NFL Network
- 553 Outdoor Channel
- 554 Sportsman Channel
- 557 Tennis Channel

- 607 FX Movie Channel
- 608 TCM
- 612 IFC
- 614 SundanceTV
- 615 ReelzChannel
- 630 Encore
- 634 Encore Family
- 635 Encore Action
- 637 Encore Black
- 639 Encore Classic
- 641 Encore Suspense
- 643 Encore Westerns
- 644 indieplex
- 645 retroplex
- 780 FLIX
- 808 MTV2
- 809 MTV Hits
- 810 MTV Jams
- 815 VH1 Classic
- 816 VH1 Soul
- 819 Centric
- 822 CMT Pure Country
- 823 GAC
- 826 Fuse
- 383/811 Tr3s
- 65/161 truTV

SPORTS ENTERTAINMENT PACKAGE

- 396 beIN Sport en Espanol
- 511 ESPNU
- 512 ESPN Classic
- 513 ESPNews
- 514 NBA TV
- 515 NHL Network
- 516 MLB Network
- 530 ESPN Goal Line
- 531 CBS Sports Network
- 533 FCS Atlantic
- 534 FCS Cental
- 535 FCS Pacific
- 536 SportsNet NewYork
- 537 PAC 12
- 538 CSN New England
- 540 FSN Prime Ticket
- 541 CSN Bay Area
- 542 Military History Channel
- 543 Crime & Investigation
- 544 WFN
- 547 NFL Network
- 548 NFL RedZone

- 553 Outdoor Channel
- 554 Sportsman Channel
- 556 beIN Sport
- 557 Tennis Channel
- 559 Outside Television
- 563 TVG
- 564 HRTV

PREMIUM CHANNELS

- 650 Starz
- 654 Starz Edge
- 657 Starz Kids & Family
- 659 Starz Cinema
- 661 Starz In Black
- 663 Starz Comedy
- 700 HBO
- 704 HBO2
- 706 HBO Zone
- 709 HBO Signature
- 712 HBO Family
- 714 HBO Comedy
- 730 Cinemax
- 734 MoreMax
- 736 ActionMax
- 738 ThrillerMax
- 740 OutMax
- 741 MovieMAX
- 750 Showtime
- 755 SHO 2
- 757 Showtime Showcase
- 759 Showtime Extreme
- 761 SHO Beyond
- 785 The Movie Channel
- 787 The Movie Channel Xtra
- 845 Playboy TV

DIGITAL ECONOMY

- 23, 610 AMC
- 25, 106 USA Network
- 29, 315 Disney Channel
- 35, 239 Jewelry TV
- 36, 455 Animal Planet
- 38, 430 The Weather Channel
- 41, 158 A&E
- 42, 121 Lifetime
- 44, 461 Discovery Channel
- 46, 166 BET
- 48, 325 Cartoon Network
- 49, 256 TV Land
- 51, 211 Food Network
- 53, 406 Fox News Channel

Includes the following areas: Bloomington, Monroe County, Brown City, and Stinesville. Pricing, programming, channel location and packaging is subject to change. Service is subject to Comcast Standard Terms & Conditions. A subscription to Limited Basic is required to receive other services or levels of service of video programming. A CableCard, digital adapter and remote, or a digital converter and remote are required to receive services. This equipment will be at an additional charge. To receive channels offered in HD, an HD television (not provided) and HDTV equipment is required. An HDTV equipment charge may apply. HD programming is limited to the programming provided to Comcast in HDTV format by the underlying provider. A Full HD/3D stereoscopic TV, manufacturer's specified 3D glasses, an RNG HD/3D set-top box and 3D authorization is required to receive 3D channels.

© 2014 Comcast. Channel Lineup subject to change. All rights reserved.

An interactive channel lineup is available at www.comcast.com/channellineup.



BMIN214MVO

59, 483 History
60, 133 E!
62, 148 Comedy Central
70, 260 Hallmark Channel
298 INSP
315 Disney Channel
485 H2

FAMILY TIER

206 HGTV
211 Food Network
214 DIY Network
277 TBN
308 TeenNick
317 Disney XD
336 Sprout
338 The Hub
409 HLN
430 The Weather Channel
446 C-SPAN2
450 National Geographic Channel
464 Science
33, 306 Nickelodeon

PAY-PER-VIEW

838 VIVID PPV
839 Hustler PPV
840 Ten+
841 Playboy TV
842 XTSY
843 Juicy
844 Penthouse+
846-847 INDEMAND Pay-Per-View
566-574 NBA League Pass/MLS
Direct Kick
581-586 ESPN Game Plan/Full Court
587-600 NHL Center Ice/MLB Extra
Innings

INTERNATIONAL SERVICES

343, 560 Willow Plus

HD LIMITED BASIC

1004 WTTV (The CW) HD
1006 WRTV (ABC) HD
1008 WISH (CBS) HD
1009 WHMB-HD
1010 WNDY (MyNetworkTV) HD
1011 WXIN (FOX) HD
1013 WTHR (NBC) HD
1017 WIPX (ION) HD
1022 WTIU (PBS) HD
1125 C-SPAN HD
1216 WGN America HD
1311 QVC HD
1312 HSN HD

HD DIGITAL STARTER

1105 Fox News Channel HD
1106 CNN HD
1107 HLN HD
1108 MSNBC HD
1111 The Weather Channel HD
1115 CNBC HD
1116 Bloomberg HD
1205 USA Network HD
1206 TNT HD
1207 FX HD
1209 Spike HD
1220 TBS HD
1221 Comedy Central HD
1225 BBC America HD
1232 Investigation Discovery HD
1240 Universal HD
1242 Velocity
1250 Discovery Channel HD
1251 Science HD
1260 Animal Planet
1261 National Geographic HD
1270 History HD
1271 H2 HD
1280 Food Network HD
1285 Travel Channel HD
1290 HGTV HD
1305 Lifetime HD
1307 Hallmark Channel HD
1308 WE TV HD
1330 A&E HD
1331 BIO HD
1332 Bravo HD
1334 Oxygen HD
1340 E! HD
1341 Esquire Network HD
1350 TLC HD

1361 BET HD
1403 Palladia HD
1405 MTV HD
1406 VH1 HD
1407 CMT HD
1505 Sprout HD
1515 Disney Channel HD
1521 Nickelodeon HD
1525 Cartoon Network HD
1530 ABC Family HD
1605 ESPN HD
1606 ESPN2 HD
1607 NBC Sports Network HD
1611 Golf Channel HD
1620 FS1 HD
1673 FSN Midwest HD
1703 XFINITY 3D
1715 BTN HD
1730 FXX HD
1806 AMC HD
1820 LMN HD
1821 Hallmark Movie Channel HD

HD DIGITAL PREFERRED

1117 Fox Business Network HD
1241 AXS TV HD
1262 Nat Geo WILD HD
1265 Smithsonian Channel HD
1281 Cooking Channel HD
1292 Destination America HD
1325 GSN HD
1351 truTV HD
1360 TV One HD
1402 Fuse HD
1511 Hub HD
1516 Disney XD HD
1608 ESPNNews HD
1612 Tennis Channel HD
1630 Outdoor Channel HD
1631 Sportsman Channel HD
1705 NFL Network HD
1711 NHL Network HD
1712 NBA TV HD
1714 MLB Network HD
1720 ESPNU HD
1721 CBS Sports Network HD
1738 SEC National HD
1815 TCM HD
1830 Encore HD
1853 IFC HD

HD SPORTS ENTERTAINMENT PACKAGE

1608 ESPNNews HD
1612 Tennis Channel HD
1630 Outdoor Channel HD
1631 Sportsman Channel HD
1705 NFL Network HD
1706 NFL RedZone HD
1711 NHL Network HD
1712 NBA TV HD
1714 MLB Network HD
1720 ESPNU HD
1721 CBS Sports Network HD
1922 HBO Zone HD
1923 HBO2 HD

HD PREMIUM CHANNELS

1915 HBO Signature HD
1920 HBO Comedy HD
1930 Cinemax HD
1934 ActionMax HD
1941 5StarMax HD
1950 Showtime HD
1952 SHO 2 HD
1970 The Movie Channel HD
1980 Starz HD
1981 Starz Kids & Family HD
1982 Starz Edge HD
1983 Starz Comedy HD

HD PAY-PER-VIEW

1713 INDEMAND HD
1718 INDEMAND Game 2 HD
1855 INDEMAND PPV HD

HD DIGITAL ECONOMY

1105 Fox News Channel HD
1106 CNN HD
1111 The Weather Channel HD
1205 USA Network HD
1221 Comedy Central HD
1250 Discovery Channel HD
1260 Animal Planet HD

1271 H2 HD
1280 Food Network HD
1305 Lifetime HD
1307 Hallmark Channel HD
1330 A&E HD
1340 E! HD
1361 BET HD
1515 Disney Channel HD
1525 Cartoon Network HD
1806 AMC HD

HD FAMILY TIER

1107 HLD HD
1111 The Weather Channel HD
1251 Science HD
1261 National Geographic HD
1280 Food Network HD
1290 HGTV HD
1291 DIY Network HD
1505 Sprout HD
1511 Hub HD
1515 Disney Channel HD
1516 Disney XD HD
1521 Nickelodeon HD

TV 150 LATINO

341 Discovery Familia
342 HITN
344 Teleformula
345 Mexicana Network
346 Canal 52mx
348 XFINITY Latino
349 WAPA America
350 TV Dominicana
351 Caracol TV Internacional
352 Nuestra Tele
353 Univision
357 TV Venezuela
358 Telemundo
359 Telefe Internacional
360 Sur TV
361 Gran Cine
362 TV Chile
363 Ecuavisa Internacional
365 UniMas
366 Galavisión
367 Viendo Movies
368 SUR Peru
369 CNN en Español
370 TVE Internacional
371 Discovery en Español
372 History en Español
373 ESPN Deportes
374 FOX Deportes
375 Cinelatino
376 Cine Mexicana
378 Once TV Mexico
381 Centroamerica TV
382 Ullisima
383 Tr3s
384 Bandamax
385 Ritmoson Latino
386 Telehit
388 Video Rola
389 Multimedios
390 BabyFirstTV
391 EWTN Espanol
392 Enlace TBN
393 De Pelicula
394 De Pelicula Clasico
395 Univision West
396 belN Sport en Espanol
398 Las
399 Pasiones
400 VME Kids
401 UniMas W
380 Cine Sony