

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*

**July 13, 2015**

**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – June 16, 2015
- III. EXAMINATION OF CLAIMS** –June 19, 2015 for \$90,303.34 and July 2, 2015 for \$526,978.20
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 26, 2015 for \$28,353.79
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
- IV. NEW BUSINESS –**
  - A. RESOLUTION 15-33:** MOU between the City of Bloomington and Monroe County Government
  - B. RESOLUTION 15-40** Approval of Project Review and Approval for Regarding an Affordable/Workforce Housing Project
  - C. RESOLUTION 15-41:** Approval of Rundell Ersntberger Associates LLC Agreement for the Switchyard Construction Design
  - D. RESOLUTION 15-42:** Notice of Offering for 607 and 613 N. Morton Street
  - E. RESOLUTION 15-43:** Approval of Project Review and Approval Form for LED upgrades at multiple facilities
- VII. BUSINESS/GENERAL DISCUSSION**
  - A. CTP update.
- VIII. ADJOURNMENT**

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET  
on Monday, June 16, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401  
North Morton Street, with David Walter presiding**

**I. ROLL CALL**

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

**Commissioners Absent:** Kelly Smith

**Staff Present:** Lisa Abbott, Director and Christina Finley, Housing Specialist

**Others (s) Present:** Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jeff Underwood, Controller; Megan Banta, Herald-Times; Matt Smethurst, Transportation and Engineering Program Manager; Dave Williams, Parks and Recreation Operations and Development Director; Andrew Cibor, Transportation and Traffic Engineer; Mick Renneisen, Parks and Recreation Director

**II. READING OF THE MINUTES** –Katie Birge made a motion to approve the June 1, 2015 minutes. Elizabeth Kehoe seconded the motion. The board unanimously agreed.

**III. EXAMINATION OF CLAIMS** –Katie Birge made a motion to approve the claims for June 5, 2015 for \$95,360.07. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS**–There were no payroll registers to approve.

**V. NEW BUSINESS –**

**A. RESOLUTION 15-28:** West 2<sup>nd</sup> Street Project Review and Approval Form. The project will construct a side path on the north side of Bloomfield Road from Landmark Avenue to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal. The estimated timeline for construction completion is December 31, 2015.

John West made a motion to approve Resolution 15-28. Katie Birge seconded the motion. The board unanimously approved.

**B. RESOLUTION 15-30:** Switchyard Park Project Review and Approval Form. Mick Renneisen gave a brief review of the ongoing Switchyard Park Project. The Project Review and Approval Form requests the support of the RDC to utilize TIF bond proceeds to design and construct the Switchyard Park. The estimated timelines are listed on the review form; ranging from July 1, 2015 to August 7, 2018. The estimated full cost of the project is \$25,506,798.00. \$2.4 million is for the design based on the Master Plan. There was discussion about the \$2.4 million design fee. The estimated cost for the contracted construction is \$22,641,298.00. Mick Renneisen explained remediation, parking, the stage, and the boardwalk all contributed to cost estimates. The stage was approximately \$1 million. Katie Birge asked how much operating expenses will cost. Mick Renneisen stated approximately \$180,000 per year for new costs.

John West made a motion to approve Resolution 15-30. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**C. RESOLUTION 15-31:** Determination of No Excess Assessed Value in the Allocation Areas. Lisa Abbott introduced Resolution 15-31, and mentioned that this is part of an annual requirement under state law that the Redevelopment Commission must make a determination whether there is any excess assessed value that can be passed along to the other taxing entities. As part of this requirement, a notice will be sent to the County Auditor, the Common Council, and the other affected taxing units within the TIF areas before July 15, 2015.

The Kinser-Prow TIF currently has \$346,058.41. Dave Williams reported using funds from the Kinser-Prow TIF for two of his projects; two phases of the Cascades Trail. Dave Williams described a third phase of the Cascades Trail, which he expects to come to the commission in the future. He expected that the third phase would seek to use Kinser-Prow TIF funds. Dave Williams also explained the location of the third phase of the Cascades Trail.

Sue Sgambelluri made a motion to approve Resolution 15-31. Katie Birge seconded the motion. The board unanimously approved.

**D. RESOLUTION 15-32:** Approval of the Project Review and Approval form for the CTP Property Transfer Preparations. Staff thought it made sense to break the CTP into a couple of projects. This project is specifically about the Showers Administration Building and related parcels (Hunter Lot 6, 7, and 8) and what we are calling the “center” parcels (Area 3, 4, and 5 from the Development Area Map in Resolution 14-10). Danise Alano-Martin explained the review form seeks support from the RDC to move forward with statutory requirements and other administrative steps needed in order to ultimately transfer CTP properties to new owners. The expenditure of funds is not approved by this Resolution. Danise Alano-Martin said she would be bringing forward a separate Project Review and Approval Form for the parcels west of Rogers in the CTP.

Elizabeth Kehoe made a motion to accept Resolution 15-32. Katie Birge seconded the motion. The board unanimously approved.

## **VI. BUSINESS/GENERAL DISCUSSION**

**A. Calendar Changes.** Lisa Abbott requested to change the July 6, 2015 RDC meeting to July 13, 2015. Sue Sgambelluri made a motion to reschedule the July 6, 2015 RDC meeting to July 13, 2015. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**B. TIF Bond Update.** Jeff Underwood distributed a Project Master List. He reviewed the list with the commission. The list included estimated project amounts and timelines.

**C. CTP update.** Danise Alano-Martin gave a brief update on the CTP.

**D. Showers Garage Building.** The commission took a tour of the Showers Garage Building. Elizabeth Kehoe asked why we should spend funds to repair a structure that may later be demolished. Danise Alano-Martin explained we have two potential buyers interested in purchasing the building and if the rafters collapse, the walls could also collapse and then the interested parties would no longer be interested. The building is on the National Register of Historic Places list. It is not locally designated. Lisa Abbott stated we need to preserve any potential historical tax credit opportunity for future owners by stabilizing the structure.

## **VII. ADJOURNMENT**

The meeting adjourned at 7:00 p.m.

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date



**MARK KRUZAN**  
**MAYOR**

CITY OF BLOOMINGTON

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

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CONTROLLER'S OFFICE

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controller@bloomington.in.gov

## Claims Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Claims Register

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City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 6-3-15 to 6-19-15. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 6-3-15 to 6-19-15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review, these claims are a permissible use of Tax Increment.

Thomas D. Cameron  
Assistant City Attorney



# Board of Redevelopment Claim Register

Invoice Date Range 06/09/15 - 06/19/15

Vendor	Invoice No.	Invoice Description	Status	Hold Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund</b> <b>Department 15 - HANO</b> <b>Program 150500 - Housing</b> <b>Account 53960 - Grants</b>										
4535 - Genes Healthcare Of Indiana, INC	GENOA-6/2/15	15-JHSS Funding Agreement - BPD	Paid by EFT # 7646		06/09/2015	06/09/2015	06/19/2015		06/19/2015	360.04
										Account 53960 - Grants Totals
										Invoice Transactions 1
										360.04
										Program 150500 - Housing Totals
										Invoice Transactions 1
										360.04
<b>Program 151000 - Neighborhood</b> <b>Account 52110 - Office Supplies</b>										
5103 - Staples Contract & Commercial, INC	3266886644	15-Neighborhood Office Supplies for Blooming	Paid by EFT # 7736		06/09/2015	06/09/2015	06/19/2015		06/19/2015	104.14
										Account 52110 - Office Supplies Totals
										Invoice Transactions 1
										104.14
										Program 151000 - Neighborhood Totals
										Invoice Transactions 1
										104.14
<b>Program 151600 - Title 16</b> <b>Account 53320 - Advertising</b>										
323 - Mosier Times, Inc	1750592	15-Title 16 Advertising for BHOA Ad	Paid by EFT # 7657		06/09/2015	06/09/2015	06/19/2015		06/19/2015	41.82
										Account 53320 - Advertising Totals
										Invoice Transactions 1
										41.82
										Program 151600 - Title 16 Totals
										Invoice Transactions 1
										41.82
<b>Program 152000 - Historic Preservation</b> <b>Account 53310 - Printing</b>										
2077 - JEN Printing, INC (PIP Printing & Marketing)	61499	15-Historic - Printing New Walking Tour	Paid by EFT # 7677		06/09/2015	06/09/2015	06/19/2015		06/19/2015	325.00
										Account 53310 - Printing Totals
										Invoice Transactions 1
										325.00
<b>Account 53990 - Other Services and Charges</b>										
4937 - Dale Hepler	Statement #1	15-Historic Other Services-Monior Train	Paid by EFT # 7654		06/09/2015	06/09/2015	06/19/2015		06/19/2015	350.00
										Account 53990 - Other Services and Charges Totals
										Invoice Transactions 1
										350.00
										Program 152000 - Historic Preservation Totals
										Invoice Transactions 2
										325.00
										Department 15 - HANO Totals
										Invoice Transactions 5
										\$1,181.00
										Fund 101 - General Fund Totals
										Invoice Transactions 5
										\$1,181.00
<b>Fund 250 - CDBG</b> <b>Department 15 - HANO</b> <b>Program 150000 - Main</b> <b>Account 53990 - Other Services and Charges</b>										
1709 - John Bethel Title Company, INC	716CHEROKEE	15-DP/CC Assistance for 716 West Cherokee	Paid by Check # 10395		06/09/2015	06/09/2015	06/19/2015		06/19/2015	5,000.00
1709 - John Bethel Title Company, INC	1101MEADOW	15-DP/CC Assistance for 1101 Meadow (sands)	Paid by Check # 10396		06/09/2015	06/09/2015	06/19/2015		06/19/2015	5,000.00
										Account 53990 - Other Services and Charges Totals
										Invoice Transactions 2
										\$10,000.00
										Program 150000 - Main Totals
										Invoice Transactions 2
										\$10,000.00
										Department 15 - HANO Totals
										Invoice Transactions 2
										\$10,000.00
										Fund 250 - CDBG Totals
										Invoice Transactions 2
										\$10,000.00
<b>Fund 254 - HOME</b> <b>Department 15 - HANO</b> <b>Program 150000 - Main</b> <b>Account 53990 - Other Services and Charges</b>										
4483 - City Lawn Corporation	9840	15-HOMERowing Evergreen-Lots 162-	Paid by Check # 5408		06/09/2015	06/09/2015	06/19/2015		06/19/2015	60.00
208 - City Of Bloomington Utilities	SUSIE-May 2015	15-2105 S. Susie Street	Paid by Check # 5409		06/09/2015	06/09/2015	06/19/2015		06/19/2015	9.11
686 - Habitat For Humanity of Monroe County, INC	21035Rockport-#5	15-HOME Funds for Homebuyer Assistance	Paid by EFT # 44		06/09/2015	06/09/2015	06/19/2015		06/19/2015	11,719.23
686 - Habitat For Humanity of Monroe County, INC	21075Rockport-#5	15-Homebuyer Assistance for Habitat	Paid by EFT # 44		06/09/2015	06/09/2015	06/19/2015		06/19/2015	21,437.26
										Account 53990 - Other Services and Charges Totals
										Invoice Transactions 4
										\$33,226.12
										Program 150000 - Main Totals
										Invoice Transactions 4
										\$33,226.12
										Department 15 - HANO Totals
										Invoice Transactions 4
										\$33,226.12
										Fund 254 - HOME Totals
										Invoice Transactions 4
										\$33,226.12
<b>Fund 256 - Special Grants</b> <b>Department 15 - HANO</b> <b>Program 150002 - Housing Counseling</b> <b>Account 53990 - Other Services and Charges</b>										
4058 - Equifax Information Services, LLC	9164451	15-Housing Counseling Credit Services	Paid by EFT # 7635		06/09/2015	06/09/2015	06/19/2015		06/19/2015	74.48
										Account 53990 - Other Services and Charges Totals
										Invoice Transactions 1
										74.48
										Program 150002 - Housing Counseling Totals
										Invoice Transactions 1
										74.48
										Department 15 - HANO Totals
										Invoice Transactions 1
										74.48
										Fund 256 - Special Grants Totals
										Invoice Transactions 1
										74.48
<b>Fund 444 - RDC</b> <b>Department 15 - HANO</b> <b>Program 150000 - Main</b> <b>Account 53990 - Other Services and Charges</b>										
912 - Central Security Systems, INC	366079	15-CTP maint for 601 Norm Morton-Res 15-21	Paid by Check # 60686		06/09/2015	06/09/2015	06/19/2015		06/19/2015	105.00
4483 - City Lawn Corporation	9838	15-CTP Maint-rowing 600 Bl N. Rogers-5/15,	Paid by Check # 60688		06/09/2015	06/09/2015	06/19/2015		06/19/2015	200.00
4483 - City Lawn Corporation	9839	15-CTP Maint-rowing 601 N Morton-5/15,	Paid by Check # 60688		06/09/2015	06/09/2015	06/19/2015		06/19/2015	50.00
208 - City Of Bloomington Utilities	601Morton-May 15	15-CTP Maint-Res 15-21, water/sewer-May	Paid by Check # 60692		06/09/2015	06/09/2015	06/19/2015		06/19/2015	42.23
208 - City Of Bloomington Utilities	33511th-May 15	15-CTP Maint-Res 15-21, water/sewer bill	Paid by Check # 60692		06/09/2015	06/09/2015	06/19/2015		06/19/2015	62.28
223 - Duke Energy	2794023-5/19/15	15-elec charges, #7230-2794-02-3, bill date	Paid by Check # 60697		06/09/2015	06/09/2015	06/19/2015		06/19/2015	24.09

223 - Duke Energy	1001/Rogers/2/15	15-CTP Maint-Res 15-	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	19.60	
	5	21, elec bill 5/4-6/2/15-	# 60689						
223 - Duke Energy	613/Morton/2/15	15-CTP Maint-Res 15-	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	9.40	
	5	21, elec bill 5/2-6/2/15-	# 60700						
223 - Duke Energy	601/Morton/6/2/15	15-CTP Maint-Res 15-	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	70.24	
	5	21, elec bill 5/2-6/2/15-	# 60701						
223 - Duke Energy	335/11th-6/2/15	15-CTP Maint-Res 15-	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	101.06	
	5	21, elec bill 5/2-6/2/15-	# 60702						
222 - Vectren	5000023-5/30/15	15-CTP Maint-Res 15-	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	93.00	
		21, gas bill 4/30-	# 60754						
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 11	\$776.90
							Program 150000 - Main Totals	Invoice Transactions 11	\$776.90
							Department 15 - HAND Totals	Invoice Transactions 11	\$776.90
							Fund 448 - TIF Totals	Invoice Transactions 11	\$776.90

Fund 448 - TIF - Thomson Walnut Window  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges  
 7059 - Eagle Ridge Civil Engineering Services, LLC

15-Black Lumber Trail - Thomson/Walnut/Window	Paid by Check	06/09/2015	06/09/2015	06/19/2015	06/19/2015	6,656.70			
	# 60704								
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$6,656.70
							Program 150000 - Main Totals	Invoice Transactions 1	\$6,656.70
							Department 15 - HAND Totals	Invoice Transactions 1	\$6,656.70
							Fund 448 - TIF - Thomson Walnut Window Totals	Invoice Transactions 1	\$6,656.70

Fund 975 - Surplus CTP Bond  
 Department 15 - HAND  
 Program 150000 - Main  
 Account 53990 - Other Services and Charges  
 5146 - Anderson + Bonlander, LLC

15-10th Street and Branding-Res 15-06	Paid by EFT #	06/09/2015	06/09/2015	06/19/2015	06/19/2015	38,269.39			
	7594								
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$38,269.39
							Program 150000 - Main Totals	Invoice Transactions 1	\$38,269.39
							Department 15 - HAND Totals	Invoice Transactions 1	\$38,269.39
							Fund 975 - Surplus CTP Bond Totals	Invoice Transactions 1	\$38,269.39
							Grand Totals	Invoice Transactions 25	\$90,104.59

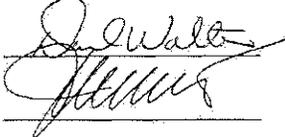
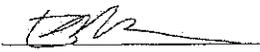
**REGISTER OF SPECIAL CLAIMS**  
Board; Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/3/2015	Sp Utility Cks				118.75
6/19/2015	Claims				90,184.59
					<u>90,303.34</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of: \$90,303.34

Dated this 15 day of June 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 audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN  
MAYOR**

**JEFFREY H. UNDERWOOD, CPA  
CONTROLLER**

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

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controller@bloomington.in.gov

### Claims Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Claims Register

---

City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 6-22-15 to 7-2-15. In signing below, I am expressing my opinion that based on that review; these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 6/22/15 to 7/2/15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment.

~~Thomas D. Cameron~~ Margie Rice  
Assistant City Attorney Corporation Counsel



# Board of Redevelopment Claim Register

Invoice Date Range 06/22/15 - 07/02/15

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										
4935 - Genoa Healthcare Of Indiana, INC	BPDO outreach 527	15-JHSS Funding	Paid by EFT #		06/23/2015	06/23/2015	07/02/2015		07/02/2015	135.50
	15	Agreement - BPD Proj.-	7863							
12129 - Stepping Stones, INC	PayrollExp-61515	15-JHSSP for Stepping Stones-payroll expenses-	Paid by EFT # 7962		06/23/2015	06/23/2015	07/02/2015		07/02/2015	3,469.06
Account 53960 - Grants Totals										\$3,604.56
Program: 150500 - Housing Totals										\$3,604.56
Program 151000 - Neighborhood										
Account 53960 - Grants										
54546 - Charles Y Coghlan, DMD (Office Ease)	51406A	15-Neighborhood Support - Welcome to	Paid by EFT # 7830		06/23/2015	06/23/2015	07/02/2015		07/02/2015	1,132.13
1643 - Designscape Horticulture Services, INC	19292	15-Arden Place Small & Simple Grant	Paid by EFT # 7840		06/23/2015	06/23/2015	07/02/2015		07/02/2015	235.76
1643 - Designscape Horticulture Services, INC	19537	15-Neighborhood Clean Up Madock Heights	Paid by EFT # 7840		06/23/2015	06/23/2015	07/02/2015		07/02/2015	350.00
4500 - High Speed Tire & Automotive	20342	15-Neighborhood clean up for Broadview - tne	Paid by Check # 60833		06/23/2015	06/23/2015	07/02/2015		07/02/2015	500.00
4500 - High Speed Tire & Automotive	20367	15-tire disposal-Madock Heights Neighborhood	Paid by Check # 60833		06/23/2015	06/23/2015	07/02/2015		07/02/2015	60.00
394 - Kleindorfer Hardware & Variety	476148	15-Neighborhood clean up for madock heights -	Paid by EFT # 7905		06/23/2015	06/23/2015	07/02/2015		07/02/2015	61.97
2260 - Republic Services, INC	694-001270530	15-Neighborhood Small and Simple Grant	Paid by EFT # 7936		06/23/2015	06/23/2015	07/02/2015		07/02/2015	325.74
Account 53960 - Grants Totals										\$2,616.60
Program: 151000 - Neighborhood Totals										\$2,616.60
Program 151600 - Title 16										
Account 52110 - Office Supplies										
9523 - Freedom Business Solutions, LLC	8198	15-Title 16 Office Supplies -toner	Paid by EFT # 7859		06/23/2015	06/23/2015	07/02/2015		07/02/2015	149.00
5103 - Staples Contract & Commercial, INC	3268459530	15-Title 16-dry erase markers, whiteboard	Paid by EFT # 7961		06/23/2015	06/23/2015	07/02/2015		07/02/2015	1.75
5103 - Staples Contract & Commercial, INC	3268459531	15-Title 16-pen refills, pens, index labels	Paid by EFT # 7961		06/23/2015	06/23/2015	07/02/2015		07/02/2015	49.01
Account 52110 - Office Supplies Totals										\$199.76
Program 151600 - Title 16 Totals										\$199.76
Program 156000 - Title 6										
Account 53310 - Printing										
501 - Karl Clark (KC Designs)	1148	15-Title 6 Printing - Envelopes	Paid by EFT # 7835		06/23/2015	06/23/2015	07/02/2015		07/02/2015	250.00
Account 53310 - Printing Totals										\$250.00
Program 156000 - Title 6 Totals										\$250.00
Department 15 - HAND Totals										\$6,670.92
Fund 101 - General Fund Totals										\$6,670.92

Fund 250 - CDBG

Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
304 - Blkington Housing Authority	W12th-6/4/15	15-CDBG-BHA	Paid by Check # 10397	06/23/2015	06/23/2015	07/02/2015	07/02/2015	19,897.38	
3938 - Courtland Title & Escrow, INC	15011	15-Curb & Sidewalk - Fairview - Title Search	Paid by Check # 10398	06/23/2015	06/23/2015	07/02/2015	07/02/2015	383.00	
872 - Dave O'Mara Contractor INC	RockportRd-App#6	15-CDBG-Rockport Road PH II-App #6	Paid by EFT # 68	06/23/2015	06/23/2015	07/02/2015	07/02/2015	105,011.35	
872 - Dave O'Mara Contractor INC	RockportRd-App#7	15-CDBG-Rockport Road PH II-App #7	Paid by EFT # 68	06/23/2015	06/23/2015	07/02/2015	07/02/2015	121,415.36	
872 - Dave O'Mara Contractor INC	RockportRd-App#8	15-CDBG-Rockport Road PH II-App #8	Paid by EFT # 69	06/23/2015	06/23/2015	07/02/2015	07/02/2015	186,512.74	
18844 - First Financial Bank, N.A.	RockportRd-Esc#6	15-CDBG-Rockport Road PH II-Escrow Payment	Paid by Check # 10399	06/23/2015	06/23/2015	07/02/2015	07/02/2015	6,332.90	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 6	\$439,552.73
							Program 150000 - Main Totals	Invoice Transactions 6	\$439,552.73
							Department 15 - HAND Totals	Invoice Transactions 6	\$439,552.73
							Fund 250 - CDBG Totals	Invoice Transactions 6	\$439,552.73

Fund 254 - HOME									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
686 - Habitat For Humanity of Monroe County, INC	2107ROCKPORT-#6	15-HOME-2107 S Rockport Rd-payment	Paid by EFT # 45	06/23/2015	06/23/2015	07/02/2015	07/02/2015	20,157.44	
686 - Habitat For Humanity of Monroe County, INC	2103Rockport-#6	15-HOME-2103 S Rockport Rd-#6-pay	Paid by EFT # 45	06/23/2015	06/23/2015	07/02/2015	07/02/2015	2,961.85	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$23,119.30
							Program 150000 - Main Totals	Invoice Transactions 2	\$23,119.30
							Department 15 - HAND Totals	Invoice Transactions 2	\$23,119.30
							Fund 254 - HOME Totals	Invoice Transactions 2	\$23,119.30

Fund 256 - Special Grants									
Department 15 - HAND									
Program 150009 - 2002 Shelter Plus Care									
Account 53990 - Other Services and Charges									
421 - Centerstone Of Indiana, INC	Shelter-6/9/15	15-Shelter Plus Care Grant-Inv. date 6/9/15	Paid by EFT # 7628	06/23/2015	06/23/2015	07/02/2015	07/02/2015	2,970.00	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$2,970.00
							Program 150009 - 2002 Shelter Plus Care Totals	Invoice Transactions 1	\$2,970.00
							Department 15 - HAND Totals	Invoice Transactions 1	\$2,970.00
							Fund 256 - Special Grants Totals	Invoice Transactions 1	\$2,970.00

Fund 444 - RDC									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
4483 - City Lawn Corporation	9843	15-CTP Maint-Rds 15-21-mowing 11th/Rogers-	Paid by Check # 50813	06/23/2015	06/23/2015	07/02/2015	07/02/2015	200.00	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$200.00
							Program 150000 - Main Totals	Invoice Transactions 1	\$200.00
							Department 15 - HAND Totals	Invoice Transactions 1	\$200.00
							Fund 444 - RDC Totals	Invoice Transactions 1	\$200.00

Fund 445 - TIF - Adams									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									

				06/23/2015	06/23/2015	07/02/2015	07/02/2015	
3626 - United Consulting Engineers, INC	12405-25	15-2nd & Welmer-4/30-5/29/15-Res 10-11	Paid by Check # 60870					4,000.00
				Account 53999 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$4,000.00</u>
				Program 150000 - Main Totals		Invoice Transactions 1		<u>\$4,000.00</u>
				Department 15 - HAND Totals		Invoice Transactions 1		<u>\$4,000.00</u>
				Fund 445 - TIF - Adams Totals		Invoice Transactions 1		<u>\$4,000.00</u>
Fund 975 - Surplus CTP Bond								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
5148 - Anderson + Bohlander, LLC	208	15-10th St and Branding-Infrastructure design-15-10th Street -	Paid by EFT # 7804	06/23/2015	06/23/2015	07/02/2015	07/02/2015	43,715.25
10 - Bledsoe Riggert and Guernettaz INC	15017	15-10th Street -	Paid by EFT # 7814	06/23/2015	06/23/2015	07/02/2015	07/02/2015	1,950.00
481 - First Appraisal Group, INC	04-15-046	Additional Survey Work 15-CTP Lot 6 & 7	Paid by Check # 60878	06/23/2015	06/23/2015	07/02/2015	07/02/2015	1,800.00
4690 - Monroe Owen Appraisal, INC	607&613Morton	appraisals - Morton 15-10th Street -	Paid by EFT # 7918	06/23/2015	06/23/2015	07/02/2015	07/02/2015	3,000.00
		Appraisals lot 6 & 7		Account 53990 - Other Services and Charges Totals		Invoice Transactions 4		<u>\$50,465.25</u>
				Program 150000 - Main Totals		Invoice Transactions 4		<u>\$50,465.25</u>
				Department 15 - HAND Totals		Invoice Transactions 4		<u>\$50,465.25</u>
				Fund 975 - Surplus CTP Bond Totals		Invoice Transactions 4		<u>\$50,465.25</u>
				Grand Totals		Invoice Transactions 28		<u>\$526,978.20</u>

REGISTER OF SPECIAL CLAIMS  
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/2/2015	Sp Utility Cks Claims				526,978.20

ALLOWANCE OF CLAIMS

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

Dated this 30 day of June 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 \_\_\_\_\_



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/2/2015	Sp Utility Cks Claims				526,978.20
					<del>526,978.20</del>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 526,978.20

Dated this 30th day of JUNE 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 audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/2/2015	Sp Utility Cks Claims				526,978.20
					<del>526,978.20</del>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ <sup>claims</sup> and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of ~~526,978.20~~ <sup>526,978.20</sup>.

Dated this 30<sup>th</sup> day of June year of 20 15.

Sue Spambellini

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 \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## *Payroll* Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 6-8-15 to 6-21-15. In signing below, I am expressing my opinion that based on that review, the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

---

Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/26/15 - 06/26/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	06/26/2015	3,199.39		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.26
			.00	.00	2,948.06	3,048.06	3,048.06	2,948.06	2,948.06		
		\$3,199.39	\$0.00	\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.26
			\$0.00	\$0.00	\$2,948.06	\$3,048.06	\$3,048.06	\$2,948.06	\$2,948.06		
10000 Arnold, Michael L 0051	06/26/2015	1,698.92		.00	190.74	101.20	23.67	52.59	17.45	91.61	1,221.66
			.00	.00	1,632.17	1,632.17	1,632.17	1,632.17	1,632.17		
		\$1,698.92	\$0.00	\$0.00	\$190.74	\$101.20	\$23.67	\$52.59	\$17.45	\$91.61	\$1,221.66
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
10000 Bixler, Daniel R 2594	06/26/2015	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	\$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	06/26/2015	1,443.88		.00	142.62	72.39	16.93	36.93	12.68	300.45	861.88
			.00	.00	1,157.56	1,167.56	1,167.56	1,157.56	1,157.56		
		\$1,443.88	\$0.00	\$0.00	\$142.62	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.88
			\$0.00	\$0.00	\$1,157.56	\$1,167.56	\$1,167.56	\$1,157.56	\$1,157.56		
307 Franklin, C. Jacob	06/26/2015	1,082.02		.00	123.48	63.86	14.93	33.99	11.28	55.79	778.69
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02	\$0.00	\$0.00	\$123.48	\$63.86	\$14.93	\$33.99	\$11.28	\$55.79	\$778.69
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		
10000 Hewett, John H 0251	06/26/2015	1,812.17		.00	204.88	99.51	23.27	51.32	17.03	323.53	1,092.63
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17	\$0.00	\$0.00	\$204.88	\$99.51	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.63
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 Hiestand, Nancy A 0252	06/26/2015	1,847.29		.00	190.20	110.51	25.84	56.28	18.68	71.23	1,374.55
			.00	.00	1,782.43	1,782.43	1,782.43	1,782.43	1,782.43		
		\$1,847.29	\$0.00	\$0.00	\$190.20	\$110.51	\$25.84	\$56.28	\$18.68	\$71.23	\$1,374.55
			\$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 06/26/15 - 06/26/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 McCormick, Maria 3616	06/26/2015	1,404.78		.00	30.79	77.75	18.18	41.38	13.73	166.57	1,056.38
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78	\$0.00	\$0.00	\$30.79	\$77.75	\$18.18	\$41.38	\$13.73	\$166.57	\$1,056.38
		\$0.00	\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	06/26/2015	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	\$0.00	\$173.86	\$84.68	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.17
		\$0.00	\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	06/26/2015	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	\$0.00	\$128.12	\$91.23	\$21.33	\$45.64	\$15.14	\$310.64	\$1,114.05
		\$0.00	\$0.00	\$0.00	\$1,421.47	\$1,471.47	\$1,471.47	\$1,421.47	\$1,421.47		
10000 Patterson, Marilyn 2071	06/26/2015	2,372.68		.00	360.56	144.33	33.75	71.87	23.85	203.05	1,535.27
			.00	.00	2,177.82	2,327.82	2,327.82	2,177.82	2,177.82		
		\$2,372.68	\$0.00	\$0.00	\$360.56	\$144.33	\$33.75	\$71.87	\$23.85	\$203.05	\$1,535.27
		\$0.00	\$0.00	\$0.00	\$2,177.82	\$2,327.82	\$2,327.82	\$2,177.82	\$2,177.82		
10000 Provinie, Vickie J 0394	06/26/2015	1,957.04		.00	279.70	114.98	26.89	61.19	20.31	119.41	1,334.56
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04	\$0.00	\$0.00	\$279.70	\$114.98	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.56
		\$0.00	\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	06/26/2015	1,458.34		.00	170.79	84.96	19.86	44.40	14.73	179.46	944.14
			.00	.00	1,345.32	1,370.32	1,370.32	1,345.32	1,345.32		
		\$1,458.34	\$0.00	\$0.00	\$170.79	\$84.96	\$19.86	\$44.40	\$14.73	\$179.46	\$944.14
		\$0.00	\$0.00	\$0.00	\$1,345.32	\$1,370.32	\$1,370.32	\$1,345.32	\$1,345.32		
504 Swinney, Matthew P	06/26/2015	1,353.46		.00	126.56	84.20	19.70	43.55	14.45	8.60	1,056.40
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46	\$0.00	\$0.00	\$126.56	\$84.20	\$19.70	\$43.55	\$14.45	\$8.60	\$1,056.40
		\$0.00	\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		



## Payroll Register - Bloomington Redevelopment Commission

Check Date Range 06/26/15 - 06/26/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Wills, Dee A 3418	06/26/2015	1,384.01		.00	169.07	83.32	19.48	44.02	14.61	68.97	984.54
			.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	\$19.48	\$44.02	\$14.61	\$68.97	\$984.54
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	06/26/2015	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	06/26/2015	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 <b>HAND - Housing &amp;</b>		\$28,353.79		\$0.00	\$3,038.18	\$1,619.23	\$378.67	\$825.13	\$262.55	\$3,759.21	\$18,470.82
			\$0.00	\$0.00	\$25,121.43	\$26,116.43	\$26,116.43	\$25,121.43	\$25,121.43		
Grand Totals		\$28,353.79		\$0.00	\$3,038.18	\$1,619.23	\$378.67	\$825.13	\$262.55	\$3,759.21	\$18,470.82
			\$0.00	\$0.00	\$25,121.43	\$26,116.43	\$26,116.43	\$25,121.43	\$25,121.43		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

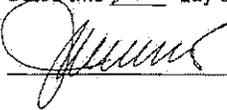
**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
6/26/2015	Payroll				28,353.79
					<u>28,353.79</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 \$ 28,353.79

Dated this 26th day of June year of 2015.

  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_



06/26/2015 PR1 12:06 FAX 812 333 7947 BTOM HD REPAIRORS -> CITY HAND OFFICE

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/26/2015	Payroll				28,353.79
					<u>28,353.79</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 \$ 28,353.79

Dated this 26 day of June year of 2015.

DM \_\_\_\_\_

Elizabeth 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 \_\_\_\_\_

0001/001

**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>	<u>Amount</u>
6/26/2015	Payroll				28,353.79
					<u>28,353.79</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 \$ 28,353.79

Dated this 25 day of JUNE, year of 2015.

Katherine A. Beyer \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_

# Memo

**To:** Redevelopment Commission  
**From:** Lisa Abbott, Director  
**Date:** July 2, 2015

---

The TIF report will be provided at the meeting. As you know, the bond closed and we are moving forward with the project list. We have created new fund numbers and we will be using those in the Resolutions you will see in the packet.

As noted in last month's report, the Consolidated Plan and Annual Action Plan has been approved by HUD and we have signed our contracts for this fiscal year. We will be bringing the CDBG funding agreements to your July 21<sup>st</sup> meeting. We have started working on the Comprehensive Annual Performance Evaluation Report (CAPER) which is due to HUD in mid-August.

We did two neighborhood clean-ups this year; Broadview and Matlock Heights. We removed 12 tons of trash, 130 tires and recycled 2,293 lbs. of metal. We also removed hazardous materials and provided reusable items to the Habitat Restore.

We continue to work on the designation of the Courthouse Square. We will be gathering interested parties to work on the design guidelines. We have been interviewing for Nancy's replacement and hope to have someone in place by early August. We have posted Marilyn's position and hope to interview in late July.

We took an amendment to Title 16 – Residential Rental and Lodging Establishment Inspection Program to the Council to allow for Saturday inspections for newly constructed units between July 1 – September 30<sup>th</sup> at 1.5 times the regular fee. It passed unanimously. It will go into effect as soon as it is signed by the Mayor.

Upcoming activity:

- Nancy Hiestand's retirement party – July 31<sup>st</sup>
- CAPER due to HUD – August 15<sup>th</sup>
- Marilyn Patterson's retirement party – August 28<sup>th</sup>

**15-33  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
AND  
MONROE COUNTY, INDIANA,  
REGARDING PARKING AT THE NORTH SHOWERS PARKING LOT**

WHEREAS, the City of Bloomington Redevelopment Commission owns and has authority over the usage of the parking lot adjacent to the Monroe County Government Center ("parking lot") and, as owner of the real property near the parking lot, Monroe County has a need for the North Showers Parking Lot facilities for its tenants, employees or other employees of the Certified Tech Park; and,

WHEREAS, by entering into a Memorandum of Understanding, in lieu of a lease agreement, the City of Bloomington Redevelopment Commission understands and agrees to cooperate with Monroe County and allow Monroe County to reasonably accommodate its parking needs in this parking lot.

NOW, THEREFORE, be it resolved that the City of Bloomington Redevelopment Commission hereby approves the Memorandum of Understanding with Monroe County, Indiana, concerning parking in the North Showers parking lot, which is attached to this Resolution as Exhibit 1.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the  
Redevelopment Commission of the City of Bloomington.

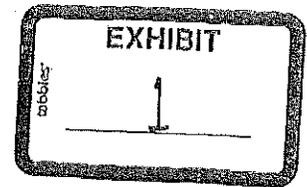
BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
David Walter, President

ATTEST:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Date



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into between the City of Bloomington, Redevelopment Commission, ("CITY"), and Monroe County Government, by its Board of Commissioners ("COUNTY"), WITNESSETH THAT:

### Section 1. Premises, Term and Availability

1.1. The CITY and the COUNTY do hereby agree to execute this MOU for the parking facilities in Lot 12, more particularly described in "Exhibit A", attached hereto and incorporated herein (the "Premises"). The Premises contains seventy-six (76) parking spaces.

1.2. The parties hereby acknowledge and agree that this MOU is executed in consideration of the COUNTY's assumption of parking permit issuance for the Premises. The parties also acknowledge that this MOU is not a lease of or for the Premises but rather shall set forth the manner in which parking facilities within the Premises shall be governed and allocated for the period in which the CITY chooses to make the Premises available to the COUNTY. In the unlikely event the CITY decides to make the Premises or a portion of the Premises unavailable to the COUNTY, the CITY shall provide the COUNTY with written notice at least ninety (90) days prior to the decision becoming effective. In the event said notice is provided, the CITY shall return to the COUNTY, on a prorated basis, prepaid parking funds for the portion of the Premises made unavailable to the COUNTY.

1.3. Subject to the payment terms of Section 2.1 and the CITY's reservation of the right to use the Premises in Section 6.4, the Premises shall be made exclusively available to the COUNTY from 6:00 a.m. to 6:00 p.m., each Monday, Tuesday, Wednesday, Thursday and Friday, excluding all Legal Holidays observed by the parties.

1.4. The parties hereby acknowledge and agree that this MOU is an independent Agreement executed in consideration of COUNTY's assumption of parking permit issuance for its tenants, employees or other employees of the Certified Tech Park on the Premises.

### Section 2. Payments

2.1. For the seventy-six (76) parking spaces to be utilized by the COUNTY for its tenants, employees or other employees of the Certified Tech Park, the COUNTY agrees to pay the parking permit fee for each parking space to the CITY in the amount prescribed by the Bloomington Municipal Code Section for non-reserved monthly permits issued for parking in any and all of the City's garages identified in BMC 15.40.020 Schedule V, as may be amended. Permits shall be issued for an annual term which shall run from January 1 through December 31. The COUNTY shall pay to the

CITY the annual permit fee prior to distribution of the permits to the COUNTY. Payments shall be made by the COUNTY to the City of Bloomington Department of the Controller, for the benefit of the City.

2.2. Until June 30, 2015, the CITY shall honor any A/SH permits currently in effect for parking privileges in the Premises. The CITY shall not honor A/SH permits beginning July 1, 2015. Upon expiration of any current A/SH permits, a North Showers tenant or worker wishing to park in the Premises shall purchase a permit from the COUNTY which incorporates the remaining months of the 2015 calendar year. Beginning in 2016, COUNTY tenants, employees or other employees of the Certified Tech Park wishing to park in the Premises shall purchase an annual permit from the COUNTY. The COUNTY may not charge a parking permit fee higher than the above-referenced fee.

### Section 3. Destruction of the Premises

If the Premises are partially or totally destroyed by any casualty so as to render unfit, in whole or part, for use or occupancy by the COUNTY, the CITY shall then, for the portion of the Premises partially or totally destroyed only, provide other reasonable and comparable parking to COUNTY. Rent payments shall abate, for the portion of the Premises partially or totally destroyed only, while the Premises are unavailable and until the CITY provides other reasonable and comparable parking.

### Section 4. Maintenance, Alteration, and Repairs

The CITY shall maintain and make all necessary repairs to the Premises in order to maintain the Premises in a condition comparable to parking spaces serving comparable offices in Bloomington, Indiana. Maintenance services that shall be provided by the CITY include, but are not limited to: asphalt repair/resurfacing; striping; lighting; sweeping and snow removal; landscaping; and grounds maintenance. The COUNTY shall notify the CITY, promptly after the COUNTY learns of: (1) any accident on or about the Premises; and (2) all damages to or defects in the Premises. The COUNTY shall not make any alterations to the Premises and may not redesign or reconfigure the Premises. The COUNTY shall not commit or suffer to be committed any waste on the Premises.

### Section 5. Parking Enforcement

The CITY, through its Police Department, shall be responsible for enforcing parking restrictions on the Premises.

### Section 6. Use of Premises

6.1. The COUNTY shall use and occupy the Premises for parking in connection with the direct use of the North Showers offices and their ownership therein, for parking by COUNTY tenants, employees, other employees of the Certified Tech

Park, or such other special events as may be requested by COUNTY and approved in advance by the CITY. Requests shall be sent to each entity shown in Section 12.

6.2. Throughout the term of this MOU, the COUNTY shall preserve all visitor parking and accessible parking spaces as designated upon the Commencement Date, unless the CITY consents, in writing, to a change in usage.

6.3. Should the COUNTY terminate this MOU, the COUNTY shall hold the CITY harmless and fully indemnify, defend, and release the CITY, its officers, directors, agents, employees, members, successors, and assigns from any cost or damages associated with such termination.

6.4. The CITY reserves the right to use the Premises in conjunction with any special event approved and authorized by the City. The CITY shall provide the COUNTY reasonable advance notice of any date and time when the Premises shall be unavailable to the COUNTY. Notwithstanding Section 1.2, the CITY's use of the Premises for an approved special event shall not require ninety (90) days prior notice to the COUNTY and shall result in any prorated refund of parking fees to the COUNTY.

#### Section 7. Signage

The COUNTY may erect signs on the Premises, only after submitting all proposed signs and proposed locations of signs to the City of Bloomington Department of Planning and Transportation. The CITY shall approve any and all proposed signs prior to their installation. Any and all signs installed in violation of this Section shall be immediately removed by the CITY at the COUNTY's expense, with no notice required or compensation provided to the COUNTY.

#### Section 8. Insurance

8.1. During the term of this MOU, the CITY shall carry general liability insurance, including accidental death and property damage, with respect to the Premises, in an amount not less than the maximum statutory liability limits. The insurance herein may be by a blanket insurance policy or policies.

8.2. During the term of this MOU, the COUNTY shall, at its own expense, carry general liability insurance, including accidental death and property damage with reference to the Premises, in an amount not less than the maximum statutory liability limits. COUNTY shall provide CITY with a Certificate of Insurance regarding this coverage on the Premises, and the Certificate shall contain a provision that coverage afforded under that policy will not be canceled or non-renewed until at least sixty (60) days prior written notice has been provided CITY.

8.3. If at any time, the COUNTY fails to maintain insurance in accordance with this Section, such insurance may be obtained by the CITY and the cost of said insurance shall be paid by the COUNTY within thirty (30) days of the CITY's obtaining

such coverage; however, the CITY shall be under no such obligation to obtain such insurance, and any action or non-action of the CITY in this regard shall not relieve the COUNTY of any consequence of its default in failing to obtain such insurance, including its obligation to make payments in accordance with Section 2.1.

Section 9. Mutual Indemnity

The parties mutually agree, for themselves, their officers, directors, agents, employees, members, visitors, guests, successors or assigns, to release and hold the other party harmless and to indemnify, defend, release, waive, and forever discharge for all bodily or personal injuries, including injuries resulting in death, and for all property damages, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of negligence. The parties further agree that the obligations in this Section shall be limited to the exposure set forth and allowed under the Indiana Tort Claims Act and that neither party's exposure or obligations shall exceed what may be allowed by law.

Section 10. Compliance with Applicable Laws

The CITY shall maintain and the COUNTY shall use the Premises in accordance with all applicable laws, ordinances and regulations of the United States of America, State of Indiana, City of Bloomington, and all other proper governmental authorities with jurisdiction over the Premises.

Section 11. Defaults

If the COUNTY is in default in the payment of any permit fee or in the observance of any other covenant or agreement herein, the CITY may proceed to protect its interest and enforce its rights by suit or suits in equity or law in the Monroe Circuit Court or any court of competent jurisdiction, without further notice to the COUNTY. Upon such default, it shall be lawful for the CITY to resume possession of the Premises, and the COUNTY shall surrender the same upon demand by the CITY.

Section 12. Notices

All notice given by either party to the other under this MOU shall be made in writing and delivered at the addresses provided below.

CITY

City of Bloomington Legal Department  
401 North Morton, Suite 220  
Bloomington, Indiana 47404  
(812) 349-3426 (phone)  
(812) 349-3441 (fax)

COUNTY

Monroe County Attorney's Office  
Courthouse, Room 220  
Bloomington, Indiana 47404  
(812) 349-2525 (phone)  
(812) 349-2982 (fax)

With copies to:

Dept. of Economic & Sustainable Development  
401 North Morton Street, Suite 150  
Bloomington, Indiana 47404  
(812) 349-3418  
(812) 349-3535

Planning and Transportation Dept.  
401 North Morton Street, Suite 130  
Bloomington, Indiana 47404  
(812) 349-3423  
(812) 349-3520

Section 13. Authority of Parties

Each party warrants that it is authorized to enter in this MOU, that the person signing on its behalf is duly authorized to execute the MOU, and that no other signatures are necessary.

Section 14. Counterparts

The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one original.

Section 15. Entire Agreement

This MOU and the Exhibits, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between the CITY and the COUNTY concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this MOU shall be binding upon the CITY or the COUNTY unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed for and on their behalf the day and year first hereinafter written.

CITY

COUNTY

City of Bloomington, Indiana

Monroe County, Indiana

\_\_\_\_\_  
David Walter, President

*Iris Kiesling*  
\_\_\_\_\_  
~~Julio Thomas, President~~  
Board of Commissioners

Attest:

Attest:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

*Steve Sautler*  
\_\_\_\_\_  
Steven Sautler, Auditor

\_\_\_\_\_  
Mark Kruzan, Mayor

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public, personally appeared Mark Kruzan, an adult, known to me to be the Mayor of the City of Bloomington, Indiana, and executed this MOU between City of Bloomington, Redevelopment Commission, and Monroe County Government as his voluntary act and deed, this \_\_\_\_ day of \_\_\_\_\_, 2015.

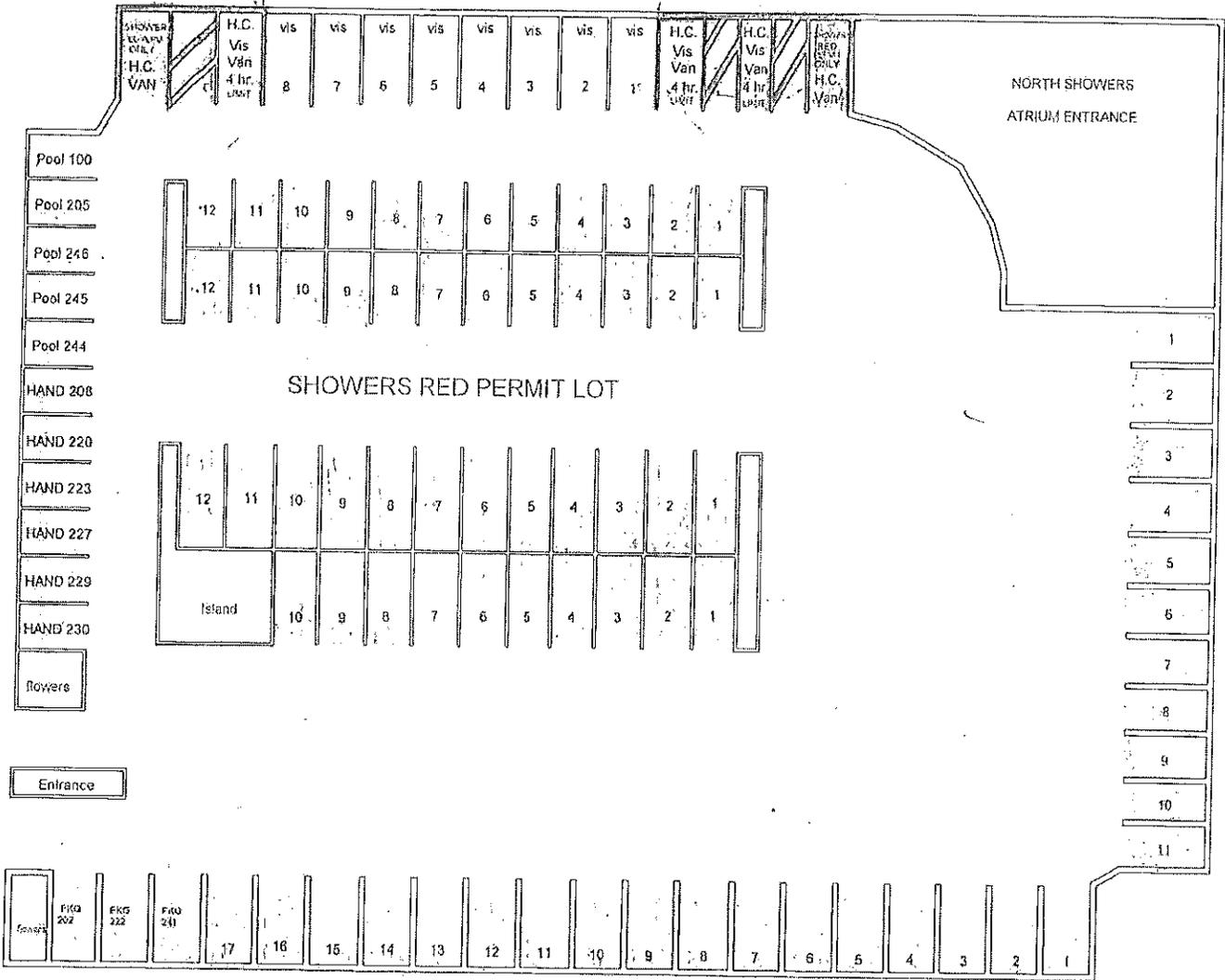
My Commission Expires: \_\_\_\_\_ Notary Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Residing in \_\_\_\_\_ County, IN

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jacquelyn F. Moore

This instrument prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

SOUTH



NORTH

SPACE COLOR LEGEND

- SHOWERS RED PERMIT
- VISITOR
- CITY FLEET
- HC ACCESSIBLE

101 TOTAL PARKING SPACES

5 HC SPACES ( ALL VAN ACC. )

14 CITY FLEET

76  
11  
14

H.C./Red  
2 = 76  
76 Red  
11 VIS  
85  
14 Fleet  
101 total

2018  
lost 2 spaces to create van acc spaces

**15-40**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING AN  
AFFORDABLE / WORKFORCE HOUSING PROJECT**

**WHEREAS**, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and buildings (“RDC Property”) within the Bloomington Certified Tech Park; and

**WHEREAS**, the City of Bloomington has brought the RDC a Project Review & Approval Form (“Form”) which seeks the support of the RDC to solicit redevelopment proposals for affordable and workforce housing, mixed use, and plaza / recreation space west of Rogers Street; and

**WHEREAS**, a copy of the Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission approves the Project, as set forth in more detail in the attached Project Review & Approval Form, and finds that it has a valid public purpose.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

City of Bloomington  
 Redevelopment Commission  
 Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** CTP: Affordable/Workforce Housing – West of Rogers  
**Project Manager:** Danise Alano-Martin  
**Project Description:** Solicit redevelopment proposals for affordable and workforce housing, mixed use, plaza/recreation space West of Rogers. Subdivide and prepare for sale the properties. (“Area 2” from Res. 14-10 Development Area Map).  
**Project Timeline:** Present – 12/31/2016  
 Start Date: July 2015  
 End Date: 12/31/2016

**Financial Information:**

Estimated full cost of project:	\$9-24M (projected development values); Public: \$3M (Consolidated TIF Bond Allocation) \$27,400 task costs
Sources of funds:	430 - Certified Technology Park Fund 439 – Consolidated TIF 440 – Downtown TIF 975 - Downtown TIF Bond (CTP Surplus) 2015 Consolidated TIF Bond Possible external sources: CDGB, HOME, LIHTC, Developer Funds, EPA Grants, others

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

Some of the following Phases may be carried out simultaneously or sequentially, depending upon the project at hand.

Phase	Description	Estimated Cost	Timeline
1	Developer(s) Selection(s) (RFP)	-	July - Nov 2015
2	Property Subdivision/Legal Descriptions/Replat/Record	\$11,000	Aug/Sept 2015
3	Updated Appraisals	\$8000	Aug/Sept
4	Legal Advertisement(s)	\$200-\$400	Sept 2015
5	Purchase Agreement(s)		Nov/Dec 2015
5a	- Legal Review	\$5000	
	- Determine any City incentives; commitments to seek HOME, Low Income Housing Tax Credits, CDBG	-	Implementation per program deadlines and other approval body schedules
5b			
6	Closing Costs	\$3000	Nov/Dec 2015
7	Site Prep/Improvements as needed	\$3M (Cons. TIF bond)	Nov 2015-2017
7a	- Environmental remediation		
7b	- Utility improvements		
7c	- Site Infrastructure		
7d	- Streetscapes		
7e	- Plaza space		
7f	- Other as negotiated		
8	Project Construction	-	2016-2017

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**15-41  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON  
AND RUNDELL ERNSTBERGER ASSOCIATES, LLC FOR THE  
CONSTRUCTION DESIGN OF THE SWITCHYARD PARK PROJECT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the design and construction of the McDoel Switchyard Park (the “Switchyard”); and

WHEREAS, as part of the process to build the Switchyard, the City desires to: (1) complete a comprehensive construction design, (2) create construction specifications, (3) create bid documents, and (4) administer the construction contract (collectively, the “Project”); and

WHEREAS, the City of Bloomington (“City”) needs the services of a professional design and construction consultant in order to complete schematic design, design development, construction documents, permitting and approvals, project bidding and construction administration, which shall be hereinafter referred to as the (“Services”); and

WHEREAS, the City selected Rundell Ernstberger Associates, LLC (“Consultant”) to perform the necessary Services for the Project; and

WHEREAS, Consultant will perform the Services for an amount not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00); and

WHEREAS, the City has available Bond funds to pay for the Services;

WHEREAS, the RDC issued Resolution 15-30 “Approval of Project Review and Approval Form Regarding Switchyard Park” on June 16, 2015,

WHEREAS, the Project Review & Approval Form list in Phase 1a “Design consultant contract funding” in the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars \$2,410,000; and

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

1. The RDC finds the above described expenditures to be an appropriate use of the Bond funds, and finds that the above described Services serve the public's best interests.
2. The RDC hereby awards the contract for the Services to Consultant, in an amount not to exceed Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00) as provided herein.
3. The RDC hereby approves payment of an amount not to exceed Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00) from the Bond funds (Fund 976) for the Services described herein, to be payable in accordance with terms of the Contract, which has been attached to this Resolution as Exhibit A.
4. In the event that the City's project manager finds that it is desirable to have Consultant provide additional services, as referenced in the Contract, the RDC will evaluate such a proposal at that time.
5. The RDC hereby authorizes David Walter to sign the Contract with Consultant on behalf of the RDC.
6. As set forth in the Contract, this Resolution will close at conclusion of the Services on or about May 2018.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

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Elizabeth Kehoe, Secretary

---

Date

## AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this \_\_\_\_\_ day of **July, 2015**, by and between the City of Bloomington through the Redevelopment Commission (hereinafter referred to as "RDC"), and **Rundell Ernstberger Associates, LLC.** (hereinafter referred to as "Consultant"),

### **WITNESSETH:**

WHEREAS, the RDC wishes to **complete a comprehensive construction design of the McDoel Switchyard Park property, including creation of construction documents and specifications, creation of bid documents and construction contract administration;** and

WHEREAS, the RDC requires the services of a professional design and construction consultant in order to complete schematic design, design development, construction documents, permitting and approvals, project bidding and construction administration, which shall be hereinafter referred to as "the Services";

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

WHEREAS, Consultant is willing and able to provide such Services to the RDC;

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

**Article 1. Scope of Services:** Consultant shall provide the Services for the RDC as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with the Parks and Recreation Department official(s) designated by the RDC as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the RDC pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant

and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

**Article 3. Responsibilities of the RDC:** The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The RDC shall designate who is authorized to act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The RDC shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, **shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).** The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed only.

Additional services not set forth in Exhibit A, changes in services, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. Claims for additional services or expenses must be submitted within thirty (30) days of the completion of the service or expenditure, and must be accompanied by a statement of itemized costs.

**Article 5. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

**Article 6. Schedule:** Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the RDC, as set forth in Article 11 herein.

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the RDC to perform the duties described in this Agreement is the qualification and experience of the Project Team whom Consultant has represented will be responsible therefor. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by the Project Team described in Exhibit D, and such other personnel in the employ under contract or under the supervision of Consultant whom the RDC shall approve. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The RDC reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the RDC has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the RDC's sole risk and without liability or legal exposure to the Consultant. The RDC shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the RDC and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the RDC as part of the Services shall become the property of the RDC. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant 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 RDC.

**Article 13. Indemnification:** Consultant shall defend, indemnify and hold harmless the City of Bloomington, the RDC, and the officers, and employees of the City and the RDC from any and all damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of its professional services, including, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant, its employees, subconsultants, or anyone for whom the Consultant is legally liable, except that the above shall not apply to the sole negligence or willful misconduct of the RDC or the RDC's agents, servants or independent contractors who are directly responsible to the RDC. This indemnification provision shall apply even if there is concurrent or joint negligence of the Consultant and the RDC, and even if there is active or passive negligence by either or both parties.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the RDC prior to the commencement of work under the Agreement. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC required proof that the insurance has been procured and is in

force and paid for, RDC shall have the right at RDC's election to forthwith terminate the Agreement.

**Article 15. Conflict of Interest:** Consultant 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. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the RDC nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the RDC's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise RDC of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Verification of New Employees' Immigration Status.** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 24. No Investment in Iran:** Consultant 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.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

**Article 25. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**RDC:**

Bloomington Redevelopment Commission  
Attn: Lisa Abbott  
401 N. Morton  
Bloomington, IN 47402

**Consultant:**

Rundell Ernstberger Associates, LLC  
Kevin Osburn, RLA, ASLA  
429 E. Vermont St. Suite 110  
Indianapolis, Indiana 46202

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

**Article 26. Intent to be Bound:** The RDC and the Consultant 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.

**Article 27. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

**REDEVELOPMENT COMMISSION**

**CONSULTANT**

BY:

BY: Rundell Ernstberger Associates, LLC

\_\_\_\_\_  
David Walter, President

\_\_\_\_\_  
Kevin Osburn, RLA, ASLA  
Title: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

BY:

\_\_\_\_\_  
Mark Kruzan, Mayor

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPENDIX "A"

### Project Description

Project involves the design and construction of a signature urban park for the City of Bloomington to be located on a 58-acre parcel of land owned by the City and bounded approximately by Grimes Lane, Walnut Street, Country Club Drive and Rogers Street. The project design will be based on the *Switchyard Park Master Plan* approved by the Board of Parks and Recreation in 2012. Project components may include an events lawn; performance pavilion; park maintenance and restroom building; linear platform plaza with skatepark, spray plaza, playground, community gardens, grand shelter, entry pavilion, and court games; parking areas; multipurpose trails; best practice stormwater management features; and the integration of public art. Final project components will be determined based on project construction budget and discussions with City. It is anticipated that the floodway limits will be revised as part of a separate map revision process currently in process by the City. In addition to design and engineering, project services will include environmental remediation, permitting, and construction administration.

### Scope of Services

- 1.) **Project Initiation:** CONSULTANT will meet with the City to discuss project design parameters, process, and schedule. CONSULTANT and our team will visit the project site to take photographs and document existing conditions.
- 2.) **Topographic Survey:** CONSULTANT will provide a topographic survey of the park property as needed for the completion of the project. Survey will utilize survey data collected as part of 2012 Master Planning Phase and will be supplemented with additional data as needed for the project.
  - a. Survey will include a master drawing with all of topographical features, apparent R/W, control point locations, bench marks and one-foot vertical contours.
  - b. The survey will include property information, right-of-way and property lines, and easements based on observed physical evidence and record documents, topographic data, utilities, buildings, bridges, walls, walks, signs, vaults, fences, gates, drives, species, drip line, and size of trees 6 inches in diameter and greater, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, as necessary for the development of project plans.
  - c. Survey will include spot grades at all edge of pavements, 25 ft. on center along curblines and centerline of street, changes in curb direction, top and bottom of walls, trees (6" diameter and larger), breaks in grade, ramps and top and bottom of curbs and on a 100' grid pattern throughout the survey area.
  - d. Survey will include coordination with all utility companies to locate and mark their utilities in field. CONSULTANT will notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT will verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Survey will include all storm and sewer structures including inverts, sizing of pipes and rim elevations.
  - e. The final survey will be provided in both hard copy and digital format certified by a Licensed Land Surveyor in the State of Indiana.
- 3.) **Geotechnical Study:** CONSULTANT will have a geotechnical study prepared in order to determine requirements for structural foundation systems for buildings and site structures as well as the feasibility of green infrastructure systems for stormwater management. The study will include an investigation of subsurface soil and groundwater conditions, lab analysis of field results, and recommendations regarding foundations types and soil permeability assembled into a final report prepared by a registered professional engineer. We anticipate approximately six to eight borings will be needed.

4.) **Environmental Remediation:**

a. **Environmental Investigation Services:**

1. CONSULTANT will complete additional sampling near Clear Creek to save trees rather than remove them and cover with soil. Doing this will minimize the number of trees removed and potentially save costs by minimizing the amount of soil cover material needed.
2. Some limited areas on site may require soil removal and offsite disposal and/or capping greater than 12 inches. It is not anticipated that these areas will be large. However, the size and extent cannot be determined without a final Remediation Work Plan and soil testing or similar document approved by the IDEM. CONSULTANT will complete additional sampling in these areas to determine the extent (if any) of soil excavation and if soil cover is needed.
3. CONSULTANT will complete sampling on the planned Rogers Street entrance property (Triple C) to investigate the Recognized Environmental Conditions outlined in the Phase I ESA completed by Fields Environmental, Inc.
4. CONSULTANT will complete sampling on the planned Walnut Street entrance property (once identified). CONSULTANT assumes that the City of Bloomington will complete an AAI compliant Phase I ESA on this site once it is identified and within six (6) months prior to site acquisition. Phase II activities completed by CONSULTANT will include sampling to investigate the Recognized Environmental Conditions outlined in the Phase I ESA provided by City. The Phase I ESA is not included in this scope of services.

b. **Environmental Remediation Construction Design and Oversight:**

1. CONSULTANT will meet with IDEM to determine the expected remedial action necessary to obtain site closure through a Site Status Letter with an Environmental Restrictive Covenant (ERC) limiting the site use to recreational.
2. CONSULTANT will work with the site design engineer to develop a site plan that integrates IDEM requirements into environmental design that is integrated with the engineered design of the site
3. CONSULTANT will prepare bid specifications related to environmental remediation activities including remediation plans as required by IDEM.
4. CONSULTANT will provide bid support related to environmental remediation activities.
5. CONSULTANT will observe, monitor, document and confirm remediation activities in the field as part of overall Construction Administration activities.
6. Upon completion of the remediation, CONSULTANT will prepare a Closure Report documenting the remediation and the report will be submitted to the Indiana Brownfield Program with a request for a Site Status Letter for closure of the site.

5.) **Schematic Design:**

- a. **Master Plan Review / Program Definition:** CONSULTANT will engage in discussions and meetings with City to review the 2012 Master Plan project scope and cost opinions in order to determine the preferred project components and budget alignment. This work may include preparation of revised updated cost opinions, discussions with subconsultants and preliminary plan diagrams in order to determine a project scope that aligns with the construction budget. This work will also include confirmation with the City on the status of the LOMAR process and land acquisitions and their impact on project design components. The result of this task will be agreement on a design program that defines the components to be included in the design process.

- b. **Schematic Design Documents:** Utilizing the master plan, design program, and topographical survey information, CONSULTANT will prepare preliminary drawings and other documents to define the general project scope and design components, including a site plan, preliminary building plans, sections and elevations; sketches and digital modeling; and preliminary selections of major building systems and construction materials. CONSULTANT will prepare a preliminary utilities plan that identifies utility service point locations and a preliminary drainage plan that identifies stormwater tie-in points to existing system, preliminary locations of trunklines, stormwater management best practices, and types of stormwater quality and quantity control measures. CONSULTANT will coordinate utility service requirements and processes with applicable utility companies. CONSULTANT will prepare a preliminary outline of anticipated permitting and approval requirements and a preliminary cost opinion. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Schematic Design documents.

6.) **Design Development:**

- a. **Design Development Documents:** Upon approval of the Schematic Design by the City, CONSULTANT will prepare design development drawings of the proposed site improvements. Design Development drawings to be prepared will include preliminary site demolition, layout, grading, drainage, utility plans and typical site details; architectural drawings, plans, sections, elevations, typical construction details; diagrammatic layouts of architectural, structural, mechanical and electrical systems. Site utility (sanitary sewer, water service, and gas) and drainage plans and details will be prepared and engineering calculations will be performed to determine the size, type, and location of stormwater lines and stormwater quality and quantity control measures. CONSULTANT will ready preliminary permitting documents in anticipation of permit submittals. CONSULTANT will also prepare outline specifications (major materials, systems, quality levels) and an updated cost opinion for the proposed work. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Design Development documents.

7.) **Construction Documents:**

- a. **Construction Documents:** Upon approval of the Design Development documents, CONSULTANT will finalize the project design documentation, which will include construction drawings and specifications. Construction drawings will include, but not be limited to, site demolition, layout, grading/drainage, erosion control, stormwater pollution prevention, utility, architectural, electric, mechanical, plumbing, structural, landscape, and irrigation plans and details. CONSULTANT will prepare technical specifications and utilize front end documents (bidding requirements, general conditions, instructions to bidders, etc.) provided by the City. CONSULTANT will prepare the final project cost opinion. CONSULTANT will review the Construction Documents with the City at the 50% and 95% completion stages and receive final approval of the Construction Documents prior to preparation of final bid documents.
- b. **Final Bid Documents:** Upon approval of the 95% review set of construction documents, CONSULTANT will proceed with the preparation of final plans, details, technical specifications, and estimates, required for bidding of the project. CONSULTANT will provide the City with one digital set of bid documents for posting to the City's "Blooming Bid" website. CONSULTANT will also provide digital bid documents to a local print shop for printing and distribution of bid documents. CONSULTANT will have print shop prepare limited hard copies of bid documents for distribution to the City and the Consultant team; printing expenses for these sets will be paid by the City.

8.) **Permitting/Approvals:** CONSULTANT will prepare the following documentation for permitting and approval of the work:

- a. **State of Indiana Design Release:** CONSULTANT will electronically file the project with the Indiana Department of Fire and Building Services and make any necessary revisions to obtain a Construction Design Release from the State Building Commissioner.
- b. **City of Bloomington Permits /Approvals:** CONSULTANT will work with City to review the project with and receive approvals from local agencies with jurisdiction over the project area and components.
- c. **Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 Compliance:** CONSULTANT will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 documentation as required by local, state and federal requirements detailing the temporary and permanent practices that will be implemented to minimize the potential for pollution of receiving waters during the construction phase of the project and post-construction phase.
- d. **Wetland/ "Waters" Delineation and Report:** CONSULTANT will complete an investigation of the site to determine the limits of wetlands/"Waters of the U.S." present. The wetland delineation will be completed based on observations made during the field visit and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Information collected on the other jurisdictional waters (streams) will include presence or absence of an ordinary high water mark (OHWM), OHWM dimensions, photo documentation, and GPS location of identified potentially jurisdictional streams. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE) in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. The boundaries of any wetland communities and other jurisdictional waters will be flagged so they can be located by survey crews and regulatory authorities. CONSULTANT will map any wetlands found on-site using a sub-meter accurate GPS unit. This method of wetland mapping has been approved by the USACE.

The results of the field reconnaissance will be summarized into a wetland/"Waters of the U.S." delineation report. The report will be based on the USACE Midwest regional supplement. Included exhibits will depict the approximate wetland and stream/OHWM and approximate property boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations. The USACE Midwest Region data forms for the properties will also be attached. The GPS wetland and stream survey will be used as the base wetland boundary map. The report will include an opinion of federal and state jurisdiction over the subject wetland and stream areas. If no wetlands or jurisdictional stream channels are identified on-site, this will be clearly stated in the summary report and background data supporting this opinion will be provided.

- e. **Wetland Mitigation / Monitoring Plan:** CONSULTANT will identify an appropriate wetland mitigation site. It is assumed that all required mitigation can be completed onsite. CONSULTANT will design a conceptual wetland mitigation plan that will include specific locations, amounts and dimensions for on-site mitigation measures. This plan will be based on typical guidelines and requirements of the Indiana Department of Environmental Management (IDEM) and the USACE. The conceptual plan will include a written report consisting of a narrative with maps and graphics describing the mitigation site and the measures to be implemented. The plan will also include a proposed schedule for monitoring the mitigation site as required by the regulatory agencies. CONSULTANT will work with IDEM and the USACE to make revisions to the plan as needed. The mitigation plan and report will be submitted as part of the 401/404 permit applications.

Upon approval of the mitigation plan by IDEM and USACE, the final design will be prepared as part of the design documents for the overall project. CONSULTANT will prepare the appropriate plan sheets and specifications to adequately describe the contractor's contractual obligations for the wetland mitigation area.

- f. **IDEM/USACE 401/404 Water Quality Permit:** CONSULTANT will prepare and submit a Regional General Permit No. 1 to USACE with attachments, including exhibits, tables, photographs, wetland/"Waters" delineation report, mitigation and monitoring plan, and overall project plans. CONSULTANT will also prepare and submit an IDEM Individual Section 401 Water Quality Certification and attachments. CONSULTANT will coordinate the overall review of the applications, mitigation plan and bridge design plans with the USACE and IDEM and will attend two additional meetings to discuss the permit applications.
  - g. **IDNR Construction in a Floodway Permit:** CONSULTANT will prepare and submit the application for a construction in a floodway permit to the Indiana Department of Natural Resources (IDNR) for construction of the proposed Master Plan elements within the floodway of Clear Creek. CONSULTANT will rely on updated floodway limits to be provided by the City as a result of the Letter of Map Revision (LOMAR) process. Items to be submitted to the IDNR include the project plans, floodway exhibits and data, and the appropriate non-modeling hydraulic analysis worksheet. The application process also includes submittal of public notices to adjacent landowners and submittal of documentation of the public notice process to IDNR. CONSULTANT will also periodically check with IDNR staff after the permit is submitted regarding its status and respond to technical and environmental questions as needed
- 9.) **Bidding:** CONSULTANT will prepare addenda, clarifications, and answer contractor questions as required during the bidding period. CONSULTANT will assist the City in the facilitation of the pre-bid meeting and in evaluating the bids received for the project.
- 10.) **Construction Administration:** CONSULTANT will provide the following services during construction:
- a. **Project Representative:** CONSULTANT will provide a full time Project Representative on site for the duration of construction activities.
  - b. **Pre-Construction Meeting:** CONSULTANT will attend the preconstruction meeting and assist the City to review lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.
  - c. **Progress Meetings:** CONSULTANT will attend and assist the City in facilitating bi-weekly construction progress meetings to review progress of work, construction schedule, and outstanding issues.
  - d. **Evaluations of the Work:** CONSULTANT will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
  - e. **Certificates for Payment to Contractor:** CONSULTANT will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on CONSULTANT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. CONSULTANT will maintain a record of the Applications and Certificates for Payment.
  - f. **Submittals:** CONSULTANT will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.

- g. Requests for Information (RFI) and Architect's Supplemental Instructions (ASI):** CONSULTANT will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. CONSULTANT will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. CONSULTANT will maintain a record of RFI's and ASI's.
- h. Changes in the Work:** CONSULTANT will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, CONSULTANT will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
- i. Project Completion:** CONSULTANT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, CONSULTANT will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. CONSULTANT will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, CONSULTANT will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.

**APPENDIX "B"**  
**Compensation and Cost Summary**

**A. Amount of Payment**

1. The **CONSULTANT** shall receive as payment for the work performed under this Contract the total lump sum fee of **\$2,410,000.00** in accordance with the following Fee Schedule, unless a modification of the Contract is approved in writing by the **RDC**.

2. The **CONSULTANT** will be paid for the work performed under this Contract as indicated.

**Fee Schedule Summary:**

a. Topographic Survey and Geotechnical Study	\$40,000.00
b. Environmental Remediation	\$506,000.00
c. Schematic Design	\$200,000.00
d. Design Development	\$350,000.00
e. Construction Documents	\$650,000.00
f. Bidding	\$15,000.00
g. Construction Administration	\$475,000.00
h. Permitting	\$50,000.00
i. Expenses*	\$10,000.00
j. Environmental Remediation Testing & Investigation	\$114,000.00

\* Expenses are not to exceed this amount without prior written approval and will be invoiced in accordance with Attachment B-1.

3. **Additional Services:** Any services beyond those listed in Appendix A and in Appendix B, paragraph A.2 above will be considered Additional Services and, if required, the **CONSULTANT** will be paid for these services in accordance with Article 4 on a fixed, hourly, or negotiated fee basis.

**B. Method of Payment:**

1. The **CONSULTANT** may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the **RDC**. The invoice voucher shall represent the value, to the **RDC**, of the partially completed work as of the date of invoice voucher. The **CONSULTANT** shall attach thereto a summary of each pay item in Paragraph A of this Appendix, percentage completed (for Lump Sum services), hours completed (for Hourly NTE services), and prior payment in a form acceptable to the **RDC**. Payment for hourly services and expenses shall be in accordance with Attachment B-1.

2. The **RDC** for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the **CONSULTANT** for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the **RDC**, and upon the **CONSULTANT** submitting an invoice as described above.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted by a Contract Supplement in accordance with Article 4 as set out in this Contract.

**APPENDIX "B-1"**  
**Hourly Rates and Reimbursable Expenses**

**RUNDELL ERNSTBERGER ASSOCIATES, LLC**  
**HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Associate	\$138.00
Professional Staff (Registered Land. Arch.)	\$116.00
Technical Staff (Graduate Land. Arch.)	\$96.00
Clerical	\$70.00

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Billing rates may be adjusted by a Contract Supplement to reflect changes in the compensation payable to the **CONSULTANT**, if agreed upon by both the BOARD and the Consultant.

**Reimbursable Expenses**

Mileage	Standard Mileage Rate
Travel, Lodging, and Meals	Cost
Telephone, Telex, Telecopy, Faxes, etc.	Cost
Postage, Handling, etc.	Cost
Copies	
Black & White (8 ½ x 11)	\$0.05/copy
Black & White (11 x 17)	\$0.10/copy
Color In-House Printer	
8½ x 11 Inkjet	\$1.00
8½ x 11 Presentation	\$1.50
8½ x 11 Photo Paper	\$2.50
11 x 17 Inkjet	\$2.00
11 x 17 Presentation Paper	\$2.75
11 x 17 Photo Paper	\$3.50
CD Copies	\$5.00
Plots	
Black & White In-House Plots	
Bond	\$1.00 SF
Vellum	\$1.50 SF
Mylar	\$1.75 SF
Color In-House Plots	
Heavy bond	\$4.00 SF
Semi-Gloss	\$5.00 SF
High-Gloss	\$6.00 SF
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

**APPENDIX "C"**  
**Project Schedule**

<b>PHASE OF WORK</b>	<b>TIMELINE</b>	<b>COMPLETION</b>
Notice to Proceed (assumed)		15 July 2015
Topographic Survey/Geotech./Envmtl. Sampling	1 month	14 August 2015
Schematic Design	2 months	16 October 2015
Design Development	4 months	15 February 2016
Construction Documents /Permitting	6 months	15 August 2016
Bidding/Contract Award	2.5 months	30 November 2016
Construction Administration	18 months	May 2018

**APPENDIX "D"**  
**Consultant Team Roles and Principal Personnel**

<b>FIRM/ PERSONNEL</b>	<b>ROLE</b>
<b><i>Rundell Ernstberger Associates, LLC</i></b> Kevin Osburn, PLA, ASLA Cheryl Chalfant, ASLA Dan Liggett, PLA, ASLA, LEED AP Jeff Maydak, ASLA John Zant, PE	<b><i>Project Lead   Landscape Architecture + Civil Engineering</i></b> Principal in Charge & Project Team Leader Project Manager Project Landscape Architect Project Landscape Architect Project Civil Engineer
<b><i>Axis Architecture + Interiors</i></b> Drew White, FAIA, LEED AP Eric Anderson, AIA, LEED AP	<b><i>Architecture</i></b> Principal in Charge – Architecture Project Architect
<b><i>Bruce Carter Associates, LLC</i></b> John Kilmer, CHMM Joel Markland Len Hinrichs, LPG	<b><i>Environmental Remediation</i></b> Principal, Technical Oversight & Remediation Design Principal, Project Oversight & Coordination Project Manager, Remediation Design & Field Oversight
<b><i>Christopher B. Burke Engineering, LLC</i></b> Brian McKenna, PE, CFM Kerry Daily, EI, CFM, CPESC Sarah Wright	<b><i>Floodway / Wetland Permitting</i></b> Principal in Charge – Permitting Project Manager, IDNR Permitting Project Manager; Wetlands Consulting; 401/404 Permitting
<b><i>The Engineering Collaborative</i></b> Samuel L. Hurt, PE, RA, LEED AP John T. Lowe, QCP Gregory M. Hofer	<b><i>Mechanical, Electrical, Plumbing Engineering</i></b> Principal in Charge - MEP Engineering Principal in Charge - HVAC Senior Electrical Designer
<b><i>Lynch Harrison Brumleve</i></b> Wes Harrison, PE	<b><i>Structural Engineering</i></b> Principal in Charge – Structural Engineering
<b><i>VS Engineering, Inc.</i></b> Sanjay Patel, PE Dennis Clark, PE Jim Barker, PE	<b><i>Structural Engineering – Former Railroad Bridges</i></b> Principal in Charge – Structural Engineering Project Engineer Historic Bridge Engineer
<b><i>Delta Fountains</i></b> Scott Johnston	<b><i>Fountain Consultants</i></b> Principal – Fountain Design
<b><i>Bledsoe Riggert &amp; Guerrettaz, Inc.</i></b> Ben Bledsoe	<b><i>Surveying</i></b> Project Manager, Surveying
<b><i>Eco Logic, LLC</i></b> Spencer Goehl	<b><i>Ecological Services</i></b> Project Manager, Ecological Services

**EXHIBIT E**

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT REGARDING E-VERIFY**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed



**RESOLUTION 15-42**  
**APPROVAL OF OFFERING SHEETS FOR REDEVELOPMENT COMMISSION**  
**PROPERTIES LOCATED AT 607 N. MORTON STREET**  
**AND 613 N. MORTON STREET**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns properties within the City of Bloomington Certified Technology Park located at 607 N. Morton Street and 613 N. Morton Street (the “Properties”); and

WHEREAS, Indiana Code 36-7-14-22 sets forth the process for the RDC to publically offer for sell property, such as the Properties; and

WHEREAS, on April 21, 2015, the RDC issued Resolution 15-11 authorizing the employment of two (2) independent appraisers to determine the Properties’ fair market sale value pursuant to Indiana Code 36-7-14-22(b); and

WHEREAS, Indiana Code 36-7-14-22(c) authorizes the RDC to prepare an offering sheet for a parcel to be publically offered for sale; and

WHEREAS, the RDC approves the Notices of Offering for the Properties attached hereto as attachments A and B and authorizes their publication pursuant to Indiana Code 36-7-14-22(d), including the cost to publish such notices from Fund 975.

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

The Notices of Offering for 607 and 613 N. Morton Street are approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
David Walter, President

ATTEST:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Date

OFFERING PACKET

607 N. Morton Street  
Bloomington, Indiana

City of Bloomington  
July 13, 2015  
Redevelopment Commission

**NOTICE OF OFFERING:  
REAL ESTATE FOR SALE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on August 18, 2015, at 5:00 p.m. local time (EDT), the Bloomington Redevelopment Commission (RDC) in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana, will open and consider written offers for the purchase of certain real estate with an address of 607 N. Morton St., Bloomington, IN 47404 (the "Property").

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The RDC will only consider offers from bidders who intend to also purchase the Showers Administration Building. The offer should consist of cash and meet the conditions set forth below.

Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 607 N. Morton St., Bloomington, IN 47404 and the following legal description:  
Hunter Addition Lot 7, 013-74380-00, State Tax Id: 53-05-33-206-019.000-005  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
- B. The real estate is zoned CD –Commercial Downtown; Downtown Core Overlay.
- C. The adjacent building at 601 N. Morton St. is the former Showers Administration Building and is listed on the National Register of Historic Places and was given local historic designation by the Bloomington Common Council.
- D. A map showing the location of the Property is attached.

Offering Packet and Bid Deadline

Offering packet may be picked up in the ESD Department, Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the July 20, 2015, or may be sent electronically upon request. It is also available on the City's website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov).

Items included in the Offering Packet are:

- this Notice of Offering,
- Offering Sheet, and
- Instructions to Bidders.

Items also available for review in Suite 150 in hard copy include the Offering Packet, the Master Plan for Bloomington's Certified Technology Park and the January 2014 Offering Packet for the

Showers Administration Building. The Certified Technology Park Master Plan is also available on the City's website at <http://bloomington.in.gov/ctp>.

All offers must be filed with the ESD Department **no later than 5:00 p.m. EDT on August 14, 2015** and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date will not be considered. Responses may be delivered before said deadline to the ESD Department at the above address or emailed before said deadline to both Danise Alano-Martin and Gordon Hendry at the email addresses above.

#### Development Standards and Limitations

1. The Property is currently a surface parking lot with surrounding landscaping. The RDC envisions that, at least in the near term, the Property will continue use primarily as a parking lot to serve the Showers Administration Building. The RDC expects the successful bidder to improve the lot.
2. **The City is particularly interested in high technology activity or research and development uses, especially as defined by Indiana's "Certified Technology Parks" statute, in I.C. 36-7-32-7.** An easement, restrictive covenant or other type of use restriction will be imposed upon the Property that requires the successful bidder to redevelop the Property in the future as one of more of the following, and consistent with the Bloomington Unified Development Ordinance:
  - a. Business/professional office, with priority placed upon, high technology activity (especially as defined by Indiana Code on "Certified Technology Parks," specifically I.C. 36-7-32-7), or research and development uses; and/or
  - b. Educational, cultural or institutional uses that bring employees, students, clients or visitors to the Certified Technology Park; and/or
  - c. Mixed office/retail/residential space where the residential units meet a professional/workforce housing demand or senior housing demand or affordable housing demand.
3. Student housing is explicitly not of interest to the City for this project.
4. The RDC will only consider offers from bidders who intend to also purchase the Showers Administration Building. Details of the January 2014 Notice of Offering for the Showers Administration Building can be found at <http://bloomington.in.gov/rfp>.
5. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Selection

The RDC reserves the right to reject any or all offers. Offers must consist of consideration in the form of cash. The RDC will only consider offers from bidders who intend to also purchase the Showers Administration Building. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Certified Technology Park, including intended use for high technology activity; and any other statutory criteria in IC 36-7-14-22.

**Project Agreement.** A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by **5:00 pm EDT, Friday, August 14, 2015**, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to IC 36-7-14-22(d) and IC 5-3-1-2(e).

Dated July 19, 2015

BLOOMINGTON REDEVELOPMENT COMMISSION

## OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Bloomington City Hall, Suite 150  
401 N. Morton St., Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the acquisition of 607 N. Morton Street. The RDC will only consider offers from bidders who intend to also purchase the Showers Administration Building.

### Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 607 N. Morton, Bloomington, IN 47404 and the following legal description: Hunter Addition Lot 7, 013-74380-00, State Tax Id: 53-05-33-206-019.000-005

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

- B. The real estate is zoned CD –Commercial Downtown; Downtown Core Overlay.  
C. The adjacent building at 601 N. Morton is the former Showers Administration Building (SAB) and is listed on the National Register of Historic Places and was given local historic designation by the Bloomington Common Council. The minimum offering price in this Offering Sheet does not include the SAB. Details on the SAB can be found in the January 2014 Notice of Offering for the SAB at <http://bloomington.in.gov/rfp> or can be sent electronically upon request.  
D. **Attachment #1:** A map showing the location of the Property is attached.

### Minimum Offering Price

The minimum offering price for purchase of the Property at 607 N. Morton is Two Hundred Eighty-Seven Thousand and Five Hundred 00/100 Dollars (\$287,500.00).

### Development Standards and Limitations

1. The Property is currently a surface parking lot with surrounding landscaping. The RDC envisions that, at least in the near term, the Property will continue use primarily as a parking lot to serve the Showers Administration Building. The RDC expects the successful bidder to improve the lot.
2. **The City is particularly interested in high technology activity and research and development uses, especially as defined by Indiana's "Certified Technology Parks" statute, in I.C. 36-7-32-7.** An easement, restrictive covenant or other type of use restriction will be imposed upon the Property that requires the successful bidder to redevelop the Property in the future as one of more of the following, and consistent with the Bloomington Unified Development Ordinance:

- a. Business/professional office, with priority placed upon, high technology activity (especially as defined by Indiana Code on "Certified Technology Parks," specifically I.C. 36-7-32-7), or research and development uses; and/or
  - b. Educational, cultural or institutional uses that bring employees, students, clients or visitors to the Certified Technology Park; and/or
  - c. Mixed office/retail/residential space where the residential units meet a professional/workforce housing demand or senior housing demand or affordable housing demand.
3. Student housing is explicitly not of interest to the City for this project.
  4. The RDC will only consider offers from bidders who intend to also purchase the Showers Administration Building. Details of the January 2014 Notice of Offering for the Showers Administration Building can be found at <http://bloomington.in.gov/rfp>.
  5. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

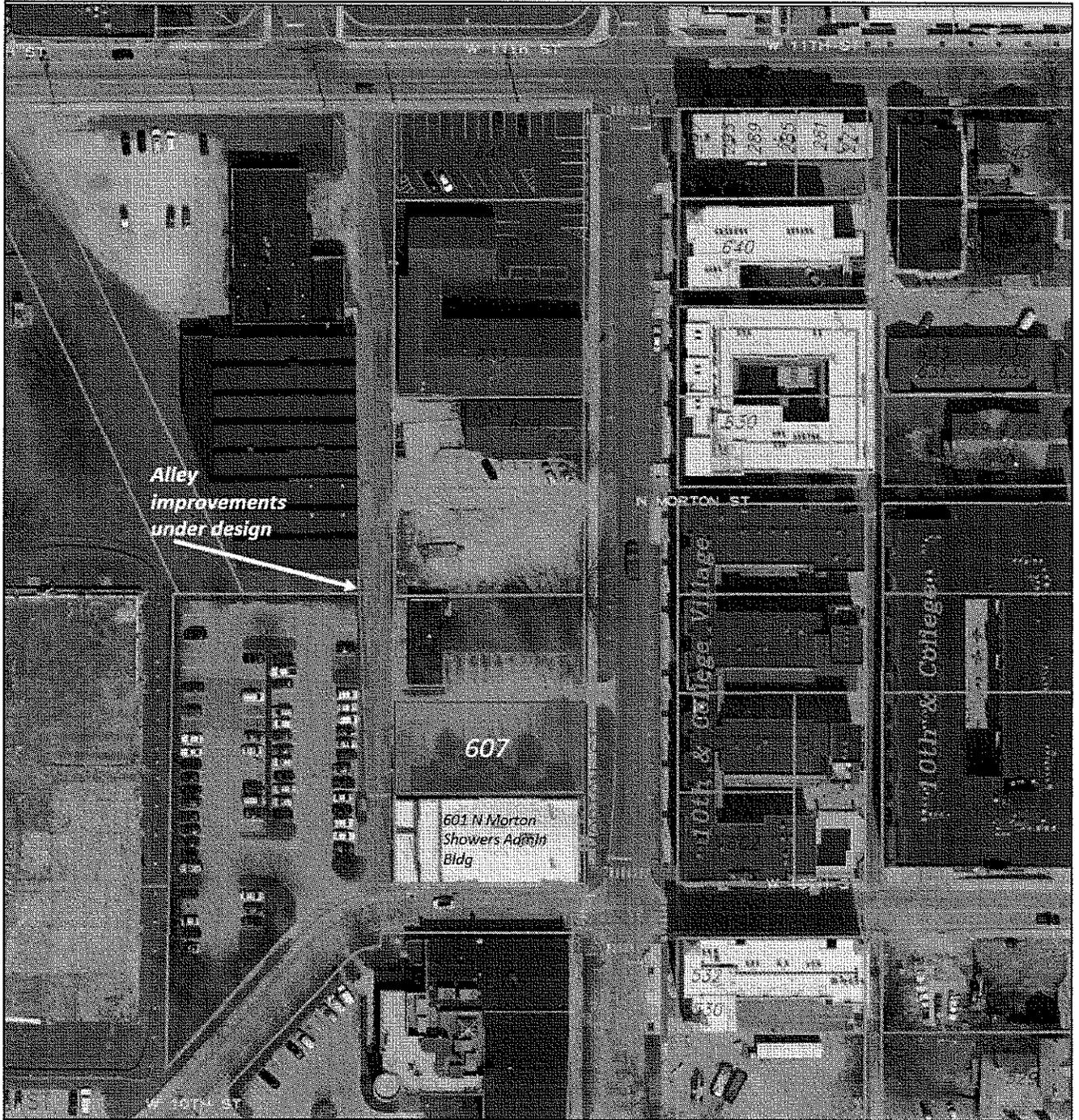
#### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of 607 N. Morton; all easements related to the Project; and restrictive covenants on use and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

#### Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



## INSTRUCTIONS TO BIDDERS

1. **General:** In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering for sale the properties described in Offering Sheet and Request for Proposal (the “Property”).
  - a. The disposal of the Property was duly advertised in *The Herald-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. **Offering Packet:** The offering packet contains the RDC’s Notice of Offering: Real Estate for Sale, Offering Sheet and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for 607 N. Morton for which offers will be considered. Offering packets may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 20th day of July, 2015, or may be sent electronically upon request. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov). Additionally, the Offering Packet is available on the City’s website at <http://bloomington.in.gov/rfp>.
  
3. **Sealed Offers and Electronic Bids:** Bids may be submitted either on paper as a sealed written offer or electronically via email as provided herein. Sealed written offers, in accordance with these Instructions to Bidders, will be received by ESD on behalf of the RDC in Suite 150 of the Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana, 47404, until **5:00 p.m. EDT on Friday, August 14, 2015**. If submitting on paper, each bidder shall submit one original offer or proposal with three (3) copies.

Bids submitted electronically shall be emailed to both Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) and to Gordon Hendry at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) and must be emailed before **5:00 p.m. EDT on Friday, August 14, 2015**. The Subject Line of the email transmittal should be the “607 N Morton Bid Proposal.” The message body shall contain the company or individual’s name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a

combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10 MB. Submissions received in any other format not listed above may be rejected. The City of Bloomington is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The City of Bloomington is not responsible for equipment or software failure that may cause delay or non-delivery.

At 5:00 p.m. EDT on August 18, 2015, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the RDC. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the RDC deems appropriate.

All exhibits and graphics of the successful bidder(s), whether submitted electronically or in a sealed bid, remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include: purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for the Certified Technology Park. The offer must also include such information for the Showers Administration Building.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Gordon Hendry, CBRE, at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) or to Danise Alano-Martin, Director, ESD, at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) by 5:00 p.m. EDT on Thursday, July 30, 2015.
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
8. **Purchase Price and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold (607 N. Morton) shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (IC 36-7- 14-22). After that thirty (30) period, the RDC may adjust the offering price in the manner the RDC considers necessary to

further the redevelopment plan. Offers must consist of consideration in the form of cash. In making an offer, please note that CBRE is due a fee of 6% of the sale price of the Property and the Showers Administration Building, paid by the seller from the proceeds of the sales. In determining the best offer, the RDC shall take into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in IC 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.
11. **Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.
12. **Site Visit.** Potential bidders interested in touring the property at 607 N. Morton should email the Department of Economic & Sustainable Development at [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov) to schedule a time. Site visit requests shall be submitted by 5:00 pm EDT on Monday, August 3, 2015. Requests received after this deadline may not be accommodated.

Redevelopment Commission Resolution 15-42  
Attachment B

OFFERING PACKET

613 N. Morton Street  
Bloomington, Indiana

City of Bloomington  
July, 2015  
Redevelopment Commission

**NOTICE OF OFFERING:  
REAL ESTATE FOR SALE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on August 18, 2015, at 5:00 p.m. local time (EDT), the Bloomington Redevelopment Commission (RDC) in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana, will open and consider written offers for the purchase of certain real estate with an address of 613 N. Morton St., Bloomington, IN 47404 (the "Property").

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The RDC will only consider offers that include rehab and redevelopment of the Showers Garage. The RDC will not entertain offers that propose to raze the Showers Garage. The offer must consist of cash and meet the conditions set forth below.

Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 613 N. Morton St., Bloomington, IN 47404 and the following legal description: Hunter Addition Lot 6, 013-74370-00, State Tax Id: 53-05-33-206-003.000-005

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

- B. The real estate is zoned CD –Commercial Downtown; Showers Technology Park Overlay.  
C. Zoning code prohibits ground-floor residential uses.  
D. A map showing the location of the Property is attached.

Offering Packet and Bid Deadline

Offering packet may be picked up in the ESD Department, Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning July 20, 2015, or may be sent electronically upon request. It is also available on the City's website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) or at (812) 349-3477.

Items included in the Offering Packet are:

- this Notice of Offering,
- Offering Sheet, and
- Instructions to Bidders.

Items also available for review in Suite 150 in hard copy include the Offering Packet and the Master Plan for Bloomington's Certified Technology Park. The Certified Technology Park Master Plan is also available on the City's website at <http://bloomington.in.gov/ctp>.

All offers must be filed with the ESD Department **no later than 5:00 p.m. EDT on August 14, 2015** and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date will not be considered. Responses may be delivered before said deadline to the ESD Department at the above address or emailed before said deadline to both Danise Alano-Martin and Gordon Hendry at the email addresses above.

#### Development Standards and Limitations

1. **Adaptive Historic Reuse:** Proposals to rehab and redevelop the Showers Garage in a manner consistent with the building's historic roots and other nearby historic structures will be considered.
2. Proposals to maintain the building's primary use(s) as one or more of the following will be considered:
  - a. **Business/Professional Office**, compliant with definitions in the Bloomington Unified Development Ordinance. **The City is particularly interested in high technology activity or research and development center uses, especially as defined by Indiana's "Certified Technology Parks" statute, in I.C. 36-7-32-7.** Other types of business/professional office will also be considered.
  - b. **Artist Studio:** A work space for one (1) or more artists or artisans, and compliant with the Bloomington Unified Development Ordinance.
  - c. **Restaurant, Limited Service**, compliant with definitions in the Bloomington Unified Development Ordinance.
  - d. **Retail, Low Intensity**, compliant with definitions in the Bloomington Unified Development Ordinance.
3. **Building Addition:** The City encourages the successful bidder to consider building an addition to the existing Showers Garage. The addition use must be consistent with 2(a)-2(d) above, and compliant with the Bloomington Unified Development Ordinance.
4. Student housing is explicitly not of interest to the City for this project.
5. Zoning code prohibits ground-floor residential uses.
6. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Selection

The RDC reserves the right to reject any or all offers. Offers must consist of consideration in the form of cash. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Certified Technology Park, including intended use for high technology activity; and any other statutory criteria in IC 36-7-14-22.

**Project Agreement.** A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the offering sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by **5:00 pm EDT, Friday, August 14, 2015**, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to IC 36-7-14-22(d) and IC S-3-1-2(e).

Dated July 19, 2015

BLOOMINGTON REDEVELOPMENT COMMISSION

## OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Bloomington City Hall, Suite 150  
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the acquisition of 613 N. Morton Street. The RDC will only consider offers that include rehab and redevelopment of the Showers Garage. The RDC will not entertain offers that propose to demolish the Showers Garage.

### Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 613 North Morton St. and the following legal description: Hunter Addition Lot 6, 013-74370-00, State Tax Id: 53-05-33-206-003.000-005  
NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.
- B. The real estate is zoned CD –Commercial Downtown; Showers Technology Park Overlay.
- C. Zoning Code prohibits ground-floor residential uses.
- D. **Attachment #1:** A map showing the location of the Property is attached.

### Minimum Offering Price

The minimum offering price for purchase of the Property at 613 N. Morton is Two Hundred and Eighty Thousand dollars (\$280,000.00).

### Development Standards and Limitations

- 1. **Adaptive Historic Reuse:** Proposals to rehab and redevelop the Showers Garage in a manner consistent with the building's historic roots and other nearby historic structures will be considered.
- 2. Proposals to maintain the building's primary use(s) as one or more of the following will be considered:
  - a. **Business/Professional Office**, compliant with definitions in the Bloomington Unified Development Ordinance. **The City is particularly interested in high technology activity or research and development center uses**, while other types of business/professional office will be considered.
  - b. **Artist Studio:** A work space for one (1) or more artists or artisans, and compliant with the Bloomington Unified Development Ordinance.
  - c. **Restaurant, Limited Service**, compliant with definitions in the Bloomington Unified Development Ordinance.
  - d. **Retail, Low Intensity**, compliant with definitions in the Bloomington Unified Development Ordinance.

3. **Building Addition:** The City encourages the successful bidder to consider building an addition to the existing Showers Garage. The addition use must be consistent with 2(a)-2(d) above, and compliant with the Bloomington Unified Development Ordinance.
4. Student housing is explicitly not of interest to the City for this project.
5. Zoning code prohibits ground-floor residential uses.
6. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

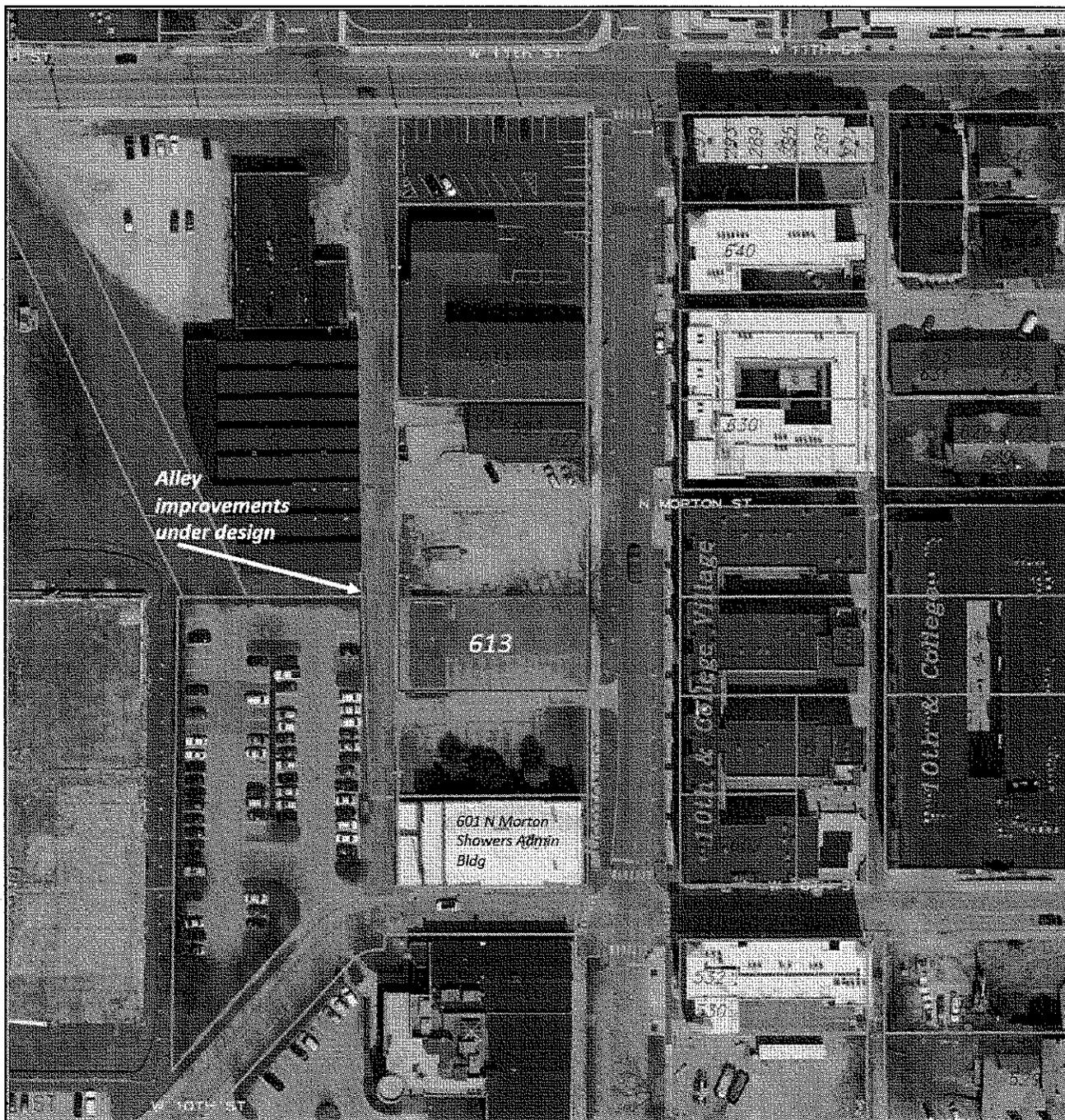
#### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of 613 N. Morton; all easements related to the Project; and restrictive covenants on use and development of the Project, and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

#### Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



613 N Morton Street  
Bloomington, Indiana

## INSTRUCTIONS TO BIDDERS

1. **General:** In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission ("RDC") is offering for sale the properties described in Offering Sheet and Request for Proposal (the "Property").
  - a. The disposal of the Property was duly advertised in *The Herald Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. **Offering Packet:** The offering packet contains the RDC's Notice of Offering: Real Estate for Sale, Offering Sheet and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for 613 N. Morton for which offers will be considered. Offering packets may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Bloomington City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the July 20, 2015, or may be sent electronically upon request. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov). Additionally, the Offering Packet is available on the City's website at <http://bloomington.in.gov/rfp>.
  
3. **Sealed Offers and Electronic Bids:** Bids may be submitted either on paper as a sealed written offer or electronically via email as provided herein. Sealed written offers, in accordance with these Instructions to Bidders, will be received by ESD on behalf of the RDC in Suite 150 of the Bloomington City Hall, 401 N. Morton, Bloomington, Indiana, 47404, until **5:00 p.m. on Friday, August 14, 2015**. If submitting on paper, each bidder shall submit one original offer or proposal with three (3) copies.

Bids submitted electronically shall be emailed to both Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) and to Gordon Hendry at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) and must be emailed before **5:00 p.m. EDT on August 14, 2015**. The Subject Line of the email transmittal should be the "607 N Morton Bid Proposal." The message body shall contain the company or individual's name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for

the same bid shall be submitted in one single message and total message size should not exceed 10 MB. Submissions received in any other format not listed above may be rejected. The City of Bloomington is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The City of Bloomington is not responsible for equipment or software failure that may cause delay or non-delivery.

At 5:00 p.m. EDT on August 18, 2015, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the RDC. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the RDC deems appropriate.

All exhibits and graphics of the successful bidder(s), whether submitted electronically or in a sealed bid, remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include: purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for the Certified Technology Park.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Gordon Hendry, CBRE, at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) or to Danise Alano-Martin, Director, ESD, at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) by 5:00 p.m. EDT on Thursday, July 30, 2015.
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
8. **Purchase Price and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold (607 N. Morton) shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (IC 36-7- 14-22). After that thirty (30) period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. Offers must consist of consideration in the form of cash. In making an offer, please note that CBRE is due a fee of 6% of the sale price of the Property, paid by the seller from proceeds of the sale. In determining the best offer, the RDC shall take

into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process (“Parties”); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City’s plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in IC 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Paragraph 3 above.
11. **Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Development Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner’s title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.
12. **Site Visit.** Potential bidders interested in touring the property at 613 N. Morton should email the Department of Economic & Sustainable Development at [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov) to schedule a time. Site visit requests shall be submitted by 5:00 pm EDT on Monday, August 3, 2015. Requests received after this deadline may not be accommodated.

**15-43**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING LED  
UPGRADE IN MULTIPLE FACILITIES**

**WHEREAS**, the City of Bloomington has brought the RDC a Project Review & Approval Form ("Form") which seeks the support of the RDC to solicit quotes to upgrade lighting fixtures at: (1) the Buskirk-Chumley Theater, (2) Miller-Showers Park, (3) Crestmont Park, (4) Waldron, Hill, and Buskirk Park, (4) along the B-Line Trail, (5) the Morton Street Garage, and (6) the 7<sup>th</sup> & Walnut Garage; and

**WHEREAS**, a copy of the Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission approves the Project, as set forth in more detail in the attached Project Review & Approval Form, and finds that it has a valid public purpose.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** LED Upgrade in Multiple Facilities

**Project Manager:** Jacqui Bauer (Barry Collins, JD Boruff)

**Project Description:** This project will upgrade lighting fixtures in multiple Parks and Public Works facilities to LED

**Project Timeline:**

Start Date: August 2015  
End Date: December 2015

**Financial Information:**

Estimated full cost of project:	\$210,500 – 280,500 (depending on feasibility of upgrading Bus-Chum Theater stage lighting to LED)
Sources of funds:	2015 TIF Bond Office of Energy Development grant (\$30k)

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

Only one contract for lighting upgrades is anticipated. However, the individual projects will be prioritized according to deadlines associated with the Office of Energy Development, which will partially fund upgrades at both Miller-Showers Park and the 7<sup>th</sup> & Walnut Street Garage.

A separate contract may be required to replace stage lighting at the Buskirk-Chumley Theater since this type of lighting is much more specialized and may not be available through a general lighting vendor.

*Estimated project timeline:*

July 13 RDC Meeting:	Project approval
July 14 – July 30:	Obtain contractor quotes
August 18 RDC meeting:	Contract approval, followed by Notice to Proceed
September-October:	Commence lighting upgrades at Miller-Showers, 7 <sup>th</sup> & Walnut Garage in compliance with grant timeline
October 31, 2015:	Grant-funded projects completed
December 31, 2015:	All projects completed

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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December 31, 2015:	All projects completed

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF BLOOMINGTON, REDEVELOPMENT COMMISSION  
"CITY"**

**And**

**MONROE COUNTY GOVERNMENT  
"COUNTY"**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into between the City of Bloomington, Redevelopment Commission, ("CITY"), and Monroe County Government, by its Board of Commissioners ("COUNTY"), WITNESSETH THAT:

### Section 1. Premises, Term and Availability

1.1. The CITY and the COUNTY do hereby agree to execute this MOU for the parking facilities in Lot 12, more particularly described in "Exhibit A", attached hereto and incorporated herein (the "Premises"). The Premises contains seventy-six (76) parking spaces.

1.2. The parties hereby acknowledge and agree that this MOU is executed in consideration of the COUNTY's assumption of parking permit issuance for the Premises. The parties also acknowledge that this MOU is not a lease of or for the Premises but rather shall set forth the manner in which parking facilities within the Premises shall be governed and allocated for the period in which the CITY chooses to make the Premises available to the COUNTY. In the unlikely event the CITY decides to make the Premises or a portion of the Premises unavailable to the COUNTY, the CITY shall provide the COUNTY with written notice at least ninety (90) days prior to the decision becoming effective. In the event said notice is provided, the CITY shall return to the COUNTY, on a prorated basis, prepaid parking funds for the portion of the Premises made unavailable to the COUNTY.

1.3. Subject to the payment terms of Section 2.1 and the CITY's reservation of the right to use the Premises in Section 6.4, the Premises shall be made exclusively available to the COUNTY from 6:00 a.m. to 6:00 p.m., each Monday, Tuesday, Wednesday, Thursday and Friday, excluding all Legal Holidays observed by the parties.

1.4. The parties hereby acknowledge and agree that this MOU is an independent Agreement executed in consideration of COUNTY's assumption of parking permit issuance for its tenants, employees or other employees of the Certified Tech Park on the Premises.

### Section 2. Payments

2.1. For the seventy-six (76) parking spaces to be utilized by the COUNTY for its tenants, employees or other employees of the Certified Tech Park, the COUNTY agrees to pay the parking permit fee for each parking space to the CITY in the amount prescribed by the Bloomington Municipal Code Section for non-reserved monthly permits issued for parking in any and all of the City's garages identified in BMC 15.40.020 Schedule V, as may be amended. Permits shall be issued for an annual term which shall run from January 1 through December 31. The COUNTY shall pay to the

CITY the annual permit fee prior to distribution of the permits to the COUNTY. Payments shall be made by the COUNTY to the City of Bloomington Department of the Controller, for the benefit of the City.

2.2. Until June 30, 2015, the CITY shall honor any A/SH permits currently in effect for parking privileges in the Premises. The CITY shall not honor A/SH permits beginning July 1, 2015. Upon expiration of any current A/SH permits, a North Showers tenant or worker wishing to park in the Premises shall purchase a permit from the COUNTY which incorporates the remaining months of the 2015 calendar year. Beginning in 2016, COUNTY tenants, employees or other employees of the Certified Tech Park wishing to park in the Premises shall purchase an annual permit from the COUNTY. The COUNTY may not charge a parking permit fee higher than the above-referenced fee.

### Section 3. Destruction of the Premises

If the Premises are partially or totally destroyed by any casualty so as to render unfit, in whole or part, for use or occupancy by the COUNTY, the CITY shall then, for the portion of the Premises partially or totally destroyed only, provide other reasonable and comparable parking to COUNTY. Rent payments shall abate, for the portion of the Premises partially or totally destroyed only, while the Premises are unavailable and until the CITY provides other reasonable and comparable parking.

### Section 4. Maintenance, Alteration, and Repairs

The CITY shall maintain and make all necessary repairs to the Premises in order to maintain the Premises in a condition comparable to parking spaces serving comparable offices in Bloomington, Indiana. Maintenance services that shall be provided by the CITY include, but are not limited to: asphalt repair/resurfacing; striping; lighting; sweeping and snow removal; landscaping; and grounds maintenance. The COUNTY shall notify the CITY, promptly after the COUNTY learns of: (1) any accident on or about the Premises; and (2) all damages to or defects in the Premises. The COUNTY shall not make any alterations to the Premises and may not redesign or reconfigure the Premises. The COUNTY shall not commit or suffer to be committed any waste on the Premises.

### Section 5. Parking Enforcement

The CITY, through its Police Department, shall be responsible for enforcing parking restrictions on the Premises.

### Section 6. Use of Premises

6.1. The COUNTY shall use and occupy the Premises for parking in connection with the direct use of the North Showers offices and their ownership therein, for parking by COUNTY tenants, employees, other employees of the Certified Tech

Park, or such other special events as may be requested by COUNTY and approved in advance by the CITY. Requests shall be sent to each entity shown in Section 12.

6.2. Throughout the term of this MOU, the COUNTY shall preserve all visitor parking and accessible parking spaces as designated upon the Commencement Date, unless the CITY consents, in writing, to a change in usage.

6.3. Should the COUNTY terminate this MOU, the COUNTY shall hold the CITY harmless and fully indemnify, defend, and release the CITY, its officers, directors, agents, employees, members, successors, and assigns from any cost or damages associated with such termination.

6.4. The CITY reserves the right to use the Premises in conjunction with any special event approved and authorized by the City. The CITY shall provide the COUNTY reasonable advance notice of any date and time when the Premises shall be unavailable to the COUNTY. Notwithstanding Section 1.2, the CITY's use of the Premises for an approved special event shall not require ninety (90) days prior notice to the COUNTY and shall result in any prorated refund of parking fees to the COUNTY.

#### Section 7. Signage

The COUNTY may erect signs on the Premises, only after submitting all proposed signs and proposed locations of signs to the City of Bloomington Department of Planning and Transportation. The CITY shall approve any and all proposed signs prior to their installation. Any and all signs installed in violation of this Section shall be immediately removed by the CITY at the COUNTY's expense, with no notice required or compensation provided to the COUNTY.

#### Section 8. Insurance

8.1. During the term of this MOU, the CITY shall carry general liability insurance, including accidental death and property damage, with respect to the Premises, in an amount not less than the maximum statutory liability limits. The insurance herein may be by a blanket insurance policy or policies.

8.2. During the term of this MOU, the COUNTY shall, at its own expense, carry general liability insurance, including accidental death and property damage with reference to the Premises, in an amount not less than the maximum statutory liability limits. COUNTY shall provide CITY with a Certificate of Insurance regarding this coverage on the Premises, and the Certificate shall contain a provision that coverage afforded under that policy will not be canceled or non-renewed until at least sixty (60) days prior written notice has been provided CITY.

8.3. If at any time, the COUNTY fails to maintain insurance in accordance with this Section, such insurance may be obtained by the CITY and the cost of said insurance shall be paid by the COUNTY within thirty (30) days of the CITY's obtaining

such coverage; however, the CITY shall be under no such obligation to obtain such insurance, and any action or non-action of the CITY in this regard shall not relieve the COUNTY of any consequence of its default in failing to obtain such insurance, including its obligation to make payments in accordance with Section 2.1.

Section 9. Mutual Indemnity

The parties mutually agree, for themselves, their officers, directors, agents, employees, members, visitors, guests, successors or assigns, to release and hold the other party harmless and to indemnify, defend, release, waive, and forever discharge for all bodily or personal injuries, including injuries resulting in death, and for all property damages, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of negligence. The parties further agree that the obligations in this Section shall be limited to the exposure set forth and allowed under the Indiana Tort Claims Act and that neither party's exposure or obligations shall exceed what may be allowed by law.

Section 10. Compliance with Applicable Laws

The CITY shall maintain and the COUNTY shall use the Premises in accordance with all applicable laws, ordinances and regulations of the United States of America, State of Indiana, City of Bloomington, and all other proper governmental authorities with jurisdiction over the Premises.

Section 11. Defaults

If the COUNTY is in default in the payment of any permit fee or in the observance of any other covenant or agreement herein, the CITY may proceed to protect its interest and enforce its rights by suit or suits in equity or law in the Monroe Circuit Court or any court of competent jurisdiction, without further notice to the COUNTY. Upon such default, it shall be lawful for the CITY to resume possession of the Premises, and the COUNTY shall surrender the same upon demand by the CITY.

Section 12. Notices

All notice given by either party to the other under this MOU shall be made in writing and delivered at the addresses provided below.

CITY

City of Bloomington Legal Department  
401 North Morton, Suite 220  
Bloomington, Indiana 47404  
(812) 349-3426 (phone)  
(812) 349-3441 (fax)

COUNTY

Monroe County Attorney's Office  
Courthouse, Room 220  
Bloomington, Indiana 47404  
(812) 349-2525 (phone)  
(812) 349-2982 (fax)

With copies to:

Dept. of Economic & Sustainable Development  
401 North Morton Street, Suite 150  
Bloomington, Indiana 47404  
(812) 349-3418  
(812) 349-3535

Planning and Transportation Dept.  
401 North Morton Street, Suite 130  
Bloomington, Indiana 47404  
(812) 349-3423  
(812) 349-3520

Section 13. Authority of Parties

Each party warrants that it is authorized to enter in this MOU, that the person signing on its behalf is duly authorized to execute the MOU, and that no other signatures are necessary.

Section 14. Counterparts

The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one original.

Section 15. Entire Agreement

This MOU and the Exhibits, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between the CITY and the COUNTY concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this MOU shall be binding upon the CITY or the COUNTY unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed for and on their behalf the day and year first hereinafter written.

**CITY**

**COUNTY**

City of Bloomington, Indiana

Monroe County, Indiana

\_\_\_\_\_  
David Walter, President

\_\_\_\_\_  
Julie Thomas, President  
Board of Commissioners

Attest:

Attest:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Steven Saulters, Auditor

\_\_\_\_\_  
Mark Kruzan, Mayor

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public, personally appeared Mark Kruzan, an adult, known to me to be the Mayor of the City of Bloomington, Indiana, and executed this MOU between City of Bloomington, Redevelopment Commission, and Monroe County Government as his voluntary act and deed, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

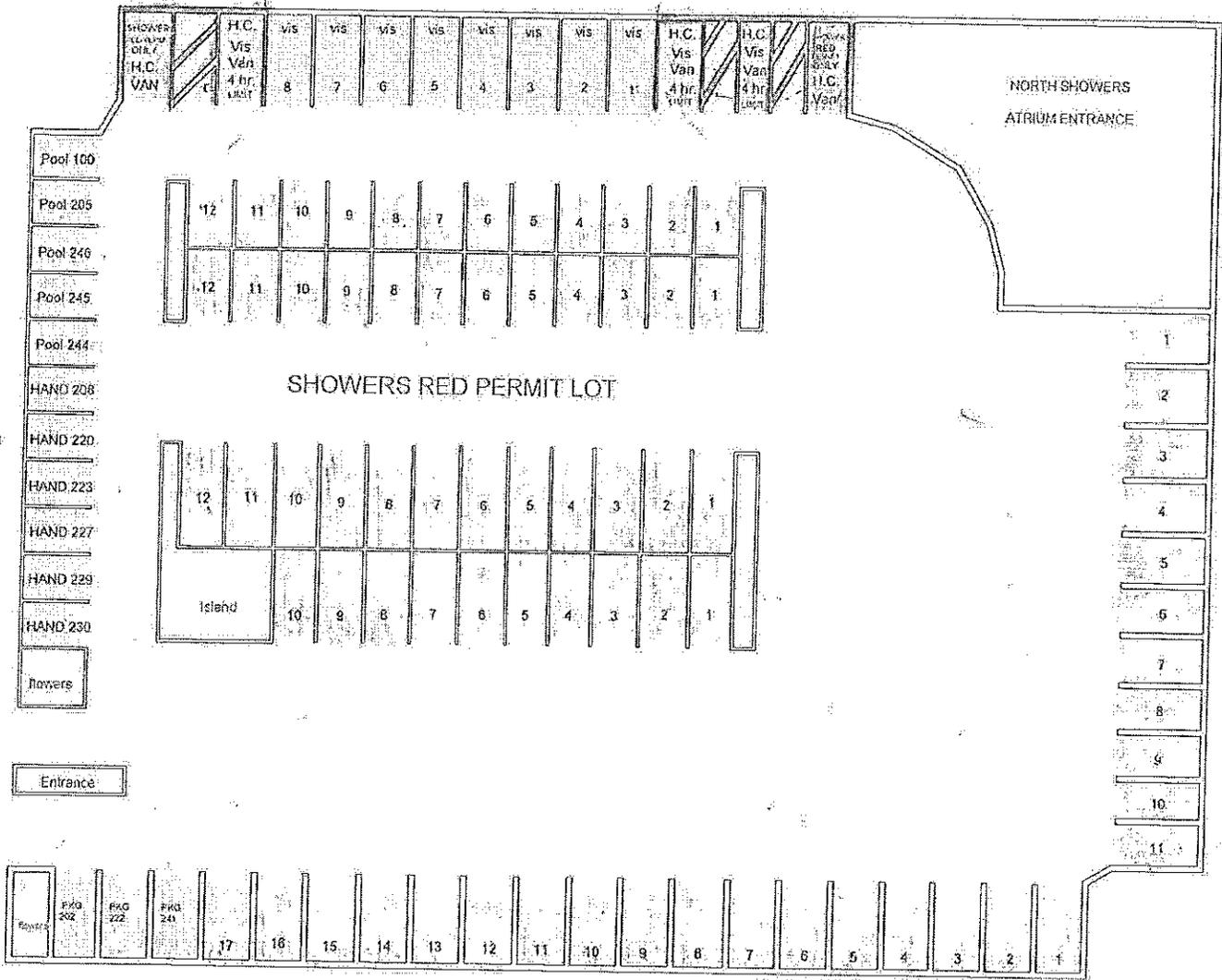
My Commission Expires: \_\_\_\_\_ Notary Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Residing in \_\_\_\_\_ County, IN

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jacquelyn F. Moore

This instrument prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

SOUTH



SPACE COLOR LEGEND

- SHOWERS RED PERMIT
- VISITOR
- CITY FLEET
- HC ACCESSIBLE

101 TOTAL PARKING SPACES  
 5 HC SPACES (ALL VAN ACC.)  
 14 CITY FLEET

*Handwritten calculations:*  
 76  
 11  
 14  
 ---  
 101  
 101 total

*2012*  
 Lost 2 spaces to create unisex spaces