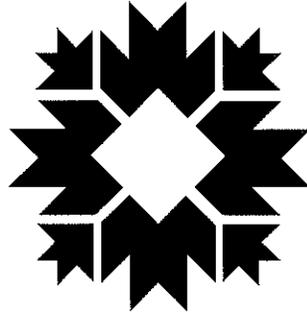


AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
November 2, 2015
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – October 20, 2015
- III. EXAMINATION OF CLAIMS** –October 23, 2015 for \$83,886.24
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 16, 2015 for \$28,477.29
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Treasurer Report
 - C.** Legal Report
 - D.** CTP Update Report
- VI. NEW BUSINESS** –
 - A. RESOLUTION 15-73:** Approval of Project Review and Approval Form Regarding the B-Link Trail
 - B. RESOLUTION 15-79:** To Accept the Environmental Conditions of 1724 S. Walnut Street and Approve the Purchase of 1724 S. Walnut Street
 - C. RESOLUTION 15-80:** Approval of Partnership Agreement with BCT Management, Inc. for 2016
 - D. RESOLUTION 15-81:** Approval of Survey Work and Title Searches for The Trades District
 - E. RESOLUTION 15-82:** Authorization for Flaherty & Collins to appear before the Bloomington Plan Commission regarding the Middle Parcels in The Trades District
 - F. RESOLUTION 15-83:** Approval of LPA – Consulting Contract with Eagle Ridge Civil Engineering Services, LLC for Construction Inspection of the B-Link Trail
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**



City of Bloomington
Redevelopment Commission

NOTICE WORK SESSION

Monday, November 2, 2015

4:00 p.m.

McCloskey Conference Room

City Hall, 401 North Morton Street, Room 135

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
MET on Monday, October 20, 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: David Walter, Elizabeth Kehoe, John West, Sue Sgambelluri, Katie Birge

Commissioners Absent: Kelly Smith

Staff Present: Lisa Abbott, Director; Rosie Beaman, Assistant Director, Bethany Emenhiser, Program Manager

Other(s) Present: Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jenett Tillotson, Bloominglabs; Jim Murphy, CFC Properties; Eric Stolberg, WS Property Group; David Ferguson, Stardust Development; Ted Ferguson, Stardust Development; Andrew Cibor, Transportation & Traffic Engineer

II. READING OF THE MINUTES – Sue Sgambelluri made a motion to approve the October 5, 2015 minutes. Katie Birge seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –John West made a motion to approve the claims for October 9, for \$96,636.33. Katie Birge seconded the motion. The board unanimously approved.

IV. REPORT OF OFFICERS AND COMMITTEES

A. CTP Update Report. The CTP update report was included in the commission packet. Danise Alano-Martin was available to answer any questions. John West asked for further explanation on the additional survey and topographical data mentioned in her report. Alano-Martin stated that initial survey work was completed when the 12 acres was purchased from Indiana University. The survey was contained to that 12 acres; therefore, there is missing information along the existing 10th Street, especially the right-of-way portion versus the portion that is now RDC-owned. Additional utility/survey data is needed for the consultant to have enough information to proceed with finalizing design documents.

V. OLD BUSINESS –

A. RESOLUTION 15-74: Approval of RFP and Notice of Offering regarding West of Rogers Property in the Trades District. This resolution was included in the 10/5/2015 packet to provide additional review and comment by commissioners. Katie Birge stated the RFP and the Notice of Offering timelines list two different publication dates. Thomas Cameron stated the October 21, 2015 date is the earliest the RFP can be posted to the City's CTP website. The October 25, 2015 date is the actual date of publication in the Herald-Times. John West stated on page 3 of the request for proposal it talks about general, workforce, and senior affordable housing goals. Student Housing is not mentioned in this section; however it is clearly identified as not desired further in the document. John West suggested replicating a sentence that has been used further down in the document and add it to the overview for clarity. Elizabeth Kehoe stated workforce housing in particular doesn't seem to clarify that owner-occupied component would be considered and asked if there could be clarification in the document. Danise Alano-Martin stated the RFP does not preclude owner-occupied residences. Lisa Abbott clarified that in order for developers to receive federal funds and utilize the State's

Low Income Housing Tax Credit, units must be rentals. Lisa Abbott stated a Senior Housing development, if proposed, will most likely be a tax credit project. John West suggested adding, under Workforce Housing Goals that owner-occupied or rentals are both projects the City would consider. Sue Sgambelluri asked to also add the same language to page 8, under definitions.

Sue Sgambelluri made a motion to approve Resolution 15-74 with the stated amendments. Katie Birge seconded the motion. The board unanimously approved.

VI. NEW BUSINESS

A. Opening of Bids regarding 5.9 Acres in the Trades District. David Walter read into record a summary of responses for the Notices of Offering for the 5.9 Acres, or "Middle Parcels," in The Trades District. The commissioners will take the bids under advisement. Thomas Cameron stated staff will come back to the RDC with a better understanding of the bids and terms. The commissioners are welcome to come in and read the bids. John West stated Flaherty & Collins had the opportunity to come to the RDC and present their proposal and CTP Partners should have the same opportunity at a pre-scheduled time. Lisa Abbott stated they could invite them to the November 2, 2015 RDC meeting or hold an earlier meeting.

B. RESOLUTION 15-78: Approval of Construction Contract for West Bloomfield Road (West 2nd Street) and Rolling Ridge Way Signal Improvements. Andrew Cibor stated June 16, 2015 the RDC approved the Project Review and Approval Form. This project would construct signal and sidepath improvements along West Bloomfield Road (West 2nd Street), including at the intersection of West Bloomfield Road (West 2nd Street) and Rolling Ridge Way. It will provide a new access into the Twin Lakes Complex. Andrew Cibor also stated, just by chance the I-69 project will be building a sidepath on the North Side from Basswood to Liberty. Bids were opened at the October 6, 2015 Board of Public Works meeting. Weddle Brothers was the low bidder. Andrew Cibor stated staff has reviewed and evaluated the bids and the recommendation is to award the contract to Weddle Brothers for \$1,388,700. This contract will also go to the Board of Public Works. The low bid is higher than the Engineer estimate the RDC previously approved. A number of items were added that the original estimate did not include. There is one item addressing change orders in the Resolution allowing staff to move forward without waiting until the next RDC meeting. However, in those instances updates will be given to the commission. Once the project is awarded the contractor has 180 days to complete the work. There is language in the contract requiring the new traffic signal at the intersection of Twin Lakes to be complete by the end of January 2016. December through March the contractors will not be required to count those days toward their days worked; typical with large INDOT projects. The project should be completed no later than the end of August 2016.

John West asked if \$7,500 is too much for a change order. David Walter stated \$7,500 is an acceptable amount. John West made a motion to approve Resolution 15-78. Elizabeth Kehoe seconded the motion. The board unanimously approved.

C. BUSINESS/GENERAL DISCUSSION

Whitehall Crossing Blvd. Lisa Abbott stated with the construction of I-69, the exit/entrance on I-69 is going to be removed. Pavement on the right-of-way the RDC owns will need to be removed.

The consensus of the commission is to have a work session @ 4:00 p.m. on November 2, 2015, before the regular scheduled meeting for CTP Partners to attend and present their proposal.

John West stated the bid documents are very lengthy and will take a long time to read. He asked if the bid documents can be taken out of the office or if they have to stay in the office. Thomas Cameron will look into the legality of the bids leaving the office.

VII. ADJOURNMENT

The meeting adjourned at 6:05 p.m.

David Walter, President

Elizabeth Kehoe, Secretary

Date



MARK KRUZAN
MAYOR

JEFFREY H. UNDERWOOD, CPA
CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

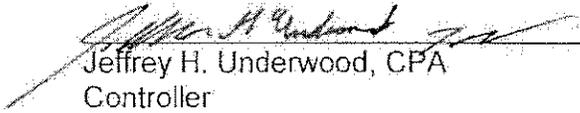
401 N Morton St
Post Office Box 100
Bloomington IN 47402

p 812.349.3416
f 812.349.3456
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 10/13/15 to 10/23/15. 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 10-13-15 to 10-23-15 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 B. Cameron
Assistant City Attorney



Board of Redevelopment Claim Register

Invoice Date Range 10/13/15 - 10/23/15

56964.8

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|--|------------------|--|-----------------|-------------|--------------|------------|------------|---------------|--------------|----------------|
| Fund 301 - General Fund | | | | | | | | | | |
| Department 15 - HAND | | | | | | | | | | |
| Program 150500 - Housing | | | | | | | | | | |
| Account 53960 - Grants | | | | | | | | | | |
| 15 - Big Brothers Big Sisters Of Monroe County Inc | BEAUREGARD91 | 15-JHSNF-match support | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 974.89 |
| | 5 | Spec. E. Beauregard | # 9455 | | | | | | | |
| 421 - Cornerstone Of Indiana, INC. | AUC2015EXP | 15-BPD Outpatch-August 2015 expenses- | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 1,200.00 |
| | | | # 9471 | | | | | | | |
| | | | | | | | | | | 47,134.09 |
| | | | | | | | | | | \$2,124.89 |
| Program 151600 - Title 16 | | | | | | | | | | |
| Account 53320 - Advertising | | | | | | | | | | |
| 323 - Hooper Times, INC. | 1763931-Title 16 | 15-Title 16 Advertising (B/K/R monthly AD) | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 66.95 |
| | | | # 9714 | | | | | | | |
| | | | | | | | | | | \$66.99 |
| | | | | | | | | | | \$100.00 |
| | | | | | | | | | | \$100.00 |
| | | | | | | | | | | \$166.99 |
| Program 152000 - Historic Preservation | | | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | | | |
| 4934 - Jewett Printing, LLC. | 77629 | 15-Historic Fund for Yard Sign With Frames | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 80.62 |
| | | | # 9532 | | | | | | | |
| | | | | | | | | | | \$80.62 |
| | | | | | | | | | | \$80.62 |
| | | | | | | | | | | \$2,372.50 |
| | | | | | | | | | | \$2,372.50 |
| Fund 250 - CDBG | | | | | | | | | | |
| Department 15 - HAND | | | | | | | | | | |
| Program 150000 - Main | | | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | | | |
| ELB - Coffman Roofing / Construction Inc. | 5001 | 15-CDBG E.H.R. for 1101 S Stull | Paid by Check # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 5,775.00 |
| | | | # 13405 | | | | | | | |
| 1107 - Mother Hubbard's Cupboard | 2 | 15-CDBG Mother Hubbards Cupboard | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 1,069.16 |
| | | | # 83 | | | | | | | |
| | | | | | | | | | | \$6,844.16 |
| | | | | | | | | | | \$6,844.16 |
| | | | | | | | | | | \$6,844.16 |
| | | | | | | | | | | \$6,844.16 |
| Fund 254 - HOME | | | | | | | | | | |
| Department 15 - HAND | | | | | | | | | | |
| Program 150000 - Main | | | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | | | |
| 4483 - City Lawn Corporation | 10461 | 15-HOME-mowing 9/1 & 9/24/15 for Lots 1 & 2- | Paid by Check # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 60.00 |
| | | | # 5428 | | | | | | | |
| 618 - Coffman Roofing / Construction Inc. | 4099 | 15-HOME GOR for Decastro 3202 Kingsley | Paid by Check # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 15,195.00 |
| | | | # 5421 | | | | | | | |
| 121 - Eco Logix, LLC | 2880 | 15-HOME-Evergreen Village Annual | Paid by EFT # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 977.00 |
| | | | # 53 | | | | | | | |
| 51982 - Environmental Hazards Services, LLC | 15-10-00410 | 15-HOME Funds 823 West 4th Street-lead | Paid by Check # | | 10/13/2015 | 10/13/2015 | 10/23/2015 | | 10/23/2015 | 64.00 |
| | | | # 5422 | | | | | | | |
| | | | | | | | | | | \$16,296.00 |
| | | | | | | | | | | \$16,296.00 |

2

| | | | | Department 15 - HAND Totals | | Invoice Transactions 4 | | \$16,296.00 |
|---|-----------------|--|-----------------------|-----------------------------|------------|------------------------|-------------------------|-------------|
| | | | | Fund 254 - HOME Totals | | Invoice Transactions 4 | | \$16,296.00 |
| Fund 256 - Special Grants | | | | | | | | |
| Department 15 - HAND | | | | | | | | |
| Program 150002 - Housing Counseling | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | |
| 58572 - CDW, LLC | 2H22104 | 15-Housing Counseling Funds for Monitor | Paid by EFT # 9470 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 174.98 |
| 4098 - Equifax Information Services, LLC | 9365814 | 15-Housing Counseling (Credit Services) | Paid by EFT # 9492 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 27.05 |
| Account 53990 - Other Services and Charges Totals | | | | | | | Invoice Transactions 2 | \$202.03 |
| Program 150002 - Housing Counseling Totals | | | | | | | Invoice Transactions 2 | \$202.03 |
| Department 15 - HAND Totals | | | | | | | Invoice Transactions 2 | \$202.03 |
| Fund 256 - Special Grants Totals | | | | | | | Invoice Transactions 2 | \$202.03 |
| Fund 439 - Consolidated TIF | | | | | | | | |
| Department 15 - HAND | | | | | | | | |
| Program 159002 - Downtown Area | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | |
| 1737 - Carl E Host & Son, INC | 9628-HAND | 15-4th St Pkg Garage Repair-partial with Fac | Paid by EFT # 9468 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 19,964.80 |
| 1737 - Carl E Host & Son, INC | 9606-HAND | 15-4th St Pkg Garage Repair-partial with Fac | Paid by EFT # 9468 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 37,000.00 |
| Account 53990 - Other Services and Charges Totals | | | | | | | Invoice Transactions 2 | \$56,964.80 |
| Program 159002 - Downtown Area Totals | | | | | | | Invoice Transactions 2 | \$56,964.80 |
| Department 15 - HAND Totals | | | | | | | Invoice Transactions 2 | \$56,964.80 |
| Fund 439 - Consolidated TIF Totals | | | | | | | Invoice Transactions 2 | \$56,964.80 |
| Fund 444 - RDC | | | | | | | | |
| Department 15 - HAND | | | | | | | | |
| Program 150000 - Main | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | |
| 4483 - City Lawn Corporation | 10551 | 15-CTP Maint-mowing W. 11th/Rogers-9/10 | Paid by Check # 61657 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 300.00 |
| 4483 - City Lawn Corporation | 10459 | 15-CTP Maint-mowing 600BL N Rogers | Paid by Check # 61657 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 400.00 |
| 4483 - City Lawn Corporation | 10460 | 15-CTP Maint-mowing 601 N Morton-9/11, 9/10 | Paid by Check # 61657 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 75.00 |
| 223 - Duke Energy | 10th/Rogers9301 | 15-CTP Maint-elec bill-10th & Rogers-8/31- | Paid by Check # 61669 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 18.52 |
| 223 - Duke Energy | 613Morton09301 | 15-CTP Maint-elec bill-613 N Morton-8/31- | Paid by Check # 61670 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 9.40 |
| 223 - Duke Energy | 235W11th09301 | 15-CTP Maint-elec bill-335 W. 11th-8/31- | Paid by Check # 61671 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 107.02 |
| 223 - Duke Energy | 601Morton09301 | 15-CTP Maint-elec bill-601 N Morton-8/31- | Paid by Check # 61672 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 77.76 |
| 222 - Vectren | 601Morton10011 | 15-CTP Maint-601 N Morton-8/31-10/11/15 | Paid by Check # 61720 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 93.00 |
| Account 53990 - Other Services and Charges Totals | | | | | | | Invoice Transactions 8 | \$1,080.70 |
| Program 150000 - Main Totals | | | | | | | Invoice Transactions 8 | \$1,080.70 |
| Department 15 - HAND Totals | | | | | | | Invoice Transactions 8 | \$1,080.70 |
| Fund 444 - RDC Totals | | | | | | | Invoice Transactions 8 | \$1,080.70 |
| Fund 975 - Surplus CTP Bond | | | | | | | | |
| Department 15 - HAND | | | | | | | | |
| Program 150000 - Main | | | | | | | | |
| Account 53990 - Other Services and Charges | | | | | | | | |
| 323 - Hoosier Times, INC | 1763931-CTPBOND | 15-CTP Bond Funds for AD | Paid by EFT # 9514 | 10/13/2015 | 10/13/2015 | 10/23/2015 | 10/23/2015 | 126.05 |
| Account 53990 - Other Services and Charges Totals | | | | | | | Invoice Transactions 1 | \$126.05 |
| Program 150000 - Main Totals | | | | | | | Invoice Transactions 1 | \$126.05 |
| Department 15 - HAND Totals | | | | | | | Invoice Transactions 1 | \$126.05 |
| Fund 975 - Surplus CTP Bond Totals | | | | | | | Invoice Transactions 1 | \$126.05 |
| Grand Totals | | | | | | | Invoice Transactions 24 | \$63,886.24 |

8

REGISTER OF SPECIAL CLAIMS

Board: Redevelopment Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|------------|----------------|------|-------------|---------------|------------------|
| 10/23/2015 | Claims | | | | 83,886.24 |
| 10/7/2015 | Sp Utility Cks | | | | |
| | | | | | <u>83,886.24</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 83,886.24

Dated this 19 day of Oct year of 2015.

[Signature] _____ Sus Spambellini _____
[Signature] _____ D. Walts _____

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

Fiscal Office _____



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 9-28-15 to 10-11-15. 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 10/16/15 - 10/16/15
Detail Listing

| Employee | Check Date | Gross | Imputed Income | EIC | Federal | FICA | Medicare | State | Other | Deductions | Net Pay |
|---|------------|------------|----------------|--------|----------|----------|----------|----------|----------|------------|------------|
| Department: HAND - Housing & Neighborhood Dev | | | | | | | | | | | |
| 10000 Abbott, Lisa P 0782 | 10/16/2015 | 3,199.40 | | .00 | 407.11 | 188.98 | 44.20 | 97.29 | 32.28 | 412.27 | 2,017.27 |
| | | | .00 | .00 | 2,948.07 | 3,048.07 | 3,048.07 | 2,948.07 | 2,948.07 | | |
| | | \$3,199.40 | \$0.00 | \$0.00 | \$407.11 | \$188.98 | \$44.20 | \$97.29 | \$32.28 | \$412.27 | \$2,017.27 |
| 10000 Arnold, Michael L 0051 | 10/16/2015 | 1,698.92 | | .00 | 190.74 | 101.19 | 23.67 | 52.59 | 17.45 | 91.61 | 1,221.67 |
| | | | .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 | \$101.19 | \$23.67 | \$52.59 | \$17.45 | \$91.61 | \$1,221.67 |
| 1143 Beaman, Kathryn Rose | 10/16/2015 | 2,372.69 | | .00 | 108.25 | 137.15 | 32.07 | 70.46 | 23.38 | 163.24 | 1,838.14 |
| | | | .00 | .00 | 2,212.05 | 2,212.05 | 2,212.05 | 2,212.05 | 2,212.05 | | |
| | | \$2,372.69 | \$0.00 | \$0.00 | \$108.25 | \$137.15 | \$32.07 | \$70.46 | \$23.38 | \$163.24 | \$1,838.14 |
| 10000 Bxler, Daniel R 2594 | 10/16/2015 | 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 |
| 1129 Edge, Justin M | 10/16/2015 | 240.00 | | .00 | .00 | 14.88 | 3.48 | 6.65 | 2.21 | .00 | 212.78 |
| | | | .00 | .00 | 240.00 | 240.00 | 240.00 | 240.00 | 240.00 | | |
| | | \$240.00 | \$0.00 | \$0.00 | \$0.00 | \$14.88 | \$3.48 | \$6.65 | \$2.21 | \$0.00 | \$212.78 |
| 1139 Ermenhiser, Bethany M | 10/16/2015 | 1,730.77 | | .00 | 235.54 | 104.01 | 24.33 | 55.36 | 18.37 | 53.05 | 1,240.11 |
| | | | .00 | .00 | 1,677.72 | 1,677.72 | 1,677.72 | 1,677.72 | 1,677.72 | | |
| | | \$1,730.77 | \$0.00 | \$0.00 | \$235.54 | \$104.01 | \$24.33 | \$55.36 | \$18.37 | \$53.05 | \$1,240.11 |
| 10000 Finley, Christina L 0187 | 10/16/2015 | 1,443.89 | | .00 | 142.63 | 72.39 | 16.93 | 36.93 | 12.68 | 300.45 | 861.88 |
| | | | .00 | .00 | 1,157.57 | 1,167.57 | 1,167.57 | 1,157.57 | 1,157.57 | | |
| | | \$1,443.89 | \$0.00 | \$0.00 | \$142.63 | \$72.39 | \$16.93 | \$36.93 | \$12.68 | \$300.45 | \$861.88 |



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/16/15 - 10/16/15
Detail Listing

| Employee | Check Date | Gross | Imputed Income | FIC | Federal | FICA | Medicare | State | Other | Deductions | Net Pay |
|---|------------|------------|----------------|--------|------------|------------|------------|------------|------------|------------|------------|
| Department: HAND - Housing & Neighborhood Dev | | | | | | | | | | | |
| 307 Franklin, C. Jacob | 10/16/2015 | 1,082.01 | .00 | .00 | 123.48 | 63.86 | 14.93 | 33.99 | 11.28 | .55.79 | 778.68 |
| | | | .00 | .00 | 1,029.95 | 1,029.95 | 1,029.95 | 1,029.95 | 1,029.95 | | |
| | | \$1,082.01 | \$0.00 | \$0.00 | \$123.48 | \$63.86 | \$14.93 | \$33.99 | \$11.28 | \$55.79 | \$778.68 |
| 10900 Hewett, John H 0251 | 10/16/2015 | 1,812.18 | .00 | .00 | 204.88 | 99.52 | 23.27 | 51.32 | 17.03 | 323.53 | 1,092.63 |
| | | | .00 | .00 | 1,555.10 | 1,605.10 | 1,605.10 | 1,555.10 | 1,555.10 | | |
| | | \$1,812.18 | \$0.00 | \$0.00 | \$204.88 | \$99.52 | \$23.27 | \$51.32 | \$17.03 | \$323.53 | \$1,092.63 |
| 10000 McCormick, Maria 3616 | 10/16/2015 | 1,404.77 | .00 | .00 | 30.79 | 77.76 | 18.18 | 41.38 | 13.73 | 166.57 | 1,056.36 |
| | | | .00 | .00 | 1,254.05 | 1,254.05 | 1,254.05 | 1,254.05 | 1,254.05 | | |
| | | \$1,404.77 | \$0.00 | \$0.00 | \$30.79 | \$77.76 | \$18.18 | \$41.38 | \$13.73 | \$166.57 | \$1,056.36 |
| 10000 Mosier, Norman P 2962 | 10/16/2015 | 1,418.83 | .00 | .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 |
| 689 Niederman, Daniel L | 10/16/2015 | 1,726.15 | .00 | .00 | 126.12 | 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 | \$126.12 | \$91.23 | \$21.33 | \$45.64 | \$15.14 | \$310.64 | \$1,114.05 |
| 10000 Provine, Vickie J 0394 | 10/16/2015 | 1,957.04 | .00 | .00 | 279.70 | 114.97 | 26.89 | 61.19 | 20.31 | 119.41 | 1,334.57 |
| | | | .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 | \$114.97 | \$26.89 | \$61.19 | \$20.31 | \$119.41 | \$1,334.57 |
| 10000 Stong, Mary J 0471 | 10/16/2015 | 1,458.34 | .00 | .00 | 170.79 | 84.96 | 19.87 | 44.40 | 14.73 | 179.46 | 944.13 |
| | | | .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 | \$19.87 | \$44.40 | \$14.73 | \$179.46 | \$944.13 |
| | | | \$0.00 | \$0.00 | \$1,345.32 | \$1,370.32 | \$1,370.32 | \$1,345.32 | \$1,345.32 | | |



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/16/15 - 10/16/15
Detail Listing

| Employee | Check Date | Gross | Imputed Income | FICA | Federal | FICA | Medicare | State | Other | Deductions | Net Pay |
|---|------------|-------------|----------------|--------|-------------|-------------|-------------|-------------|-------------|------------|-------------|
| Department: HAND - Housing & Neighborhood Dev | | | | | | | | | | | |
| 504 Swinney, Matthew P | 10/16/2015 | 1,353.46 | .00 | .00 | 126.56 | 84.21 | 19.69 | 43.55 | 14.45 | 8.60 | 1,056.40 |
| | | | .00 | .00 | 1,258.13 | 1,358.13 | 1,358.13 | 1,358.13 | 1,358.13 | | |
| | | \$1,353.46 | \$0.00 | \$0.00 | \$126.56 | \$84.21 | \$19.69 | \$43.55 | \$14.45 | \$8.60 | \$1,056.40 |
| 10000 Willis, Dee A 341B | 10/16/2015 | 1,384.01 | .00 | .00 | 169.07 | 83.32 | 19.49 | 44.02 | 14.61 | 68.97 | 964.53 |
| | | | .00 | .00 | 1,333.84 | 1,343.84 | 1,343.84 | 1,333.84 | 1,333.84 | | |
| | | \$1,384.01 | \$0.00 | \$0.00 | \$169.07 | \$83.32 | \$19.49 | \$44.02 | \$14.61 | \$68.97 | \$964.53 |
| 10000 Woolford, Robert T 0531 | 10/16/2015 | 1,879.78 | .00 | .00 | 112.53 | 86.26 | 20.64 | 27.18 | 9.02 | 1,109.93 | 512.22 |
| | | | .00 | .00 | 823.58 | 1,423.58 | 1,423.58 | 823.58 | 823.58 | | |
| | | \$1,879.78 | \$0.00 | \$0.00 | \$112.53 | \$86.26 | \$20.64 | \$27.18 | \$9.02 | \$1,109.93 | \$512.22 |
| 728 Wright, Edward E | 10/16/2015 | 1,060.77 | .00 | .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 | \$0.00 | \$106.36 | \$56.78 | \$13.28 | \$35.22 | \$0.00 | \$155.90 | \$693.23 |
| | | | \$0.00 | \$0.00 | \$915.79 | \$915.79 | \$915.79 | \$915.79 | \$915.79 | | |
| Department: HAND - Housing & | | \$28,477.29 | \$0.00 | \$0.00 | \$2,831.22 | \$1,620.44 | \$378.96 | \$829.45 | \$263.98 | \$3,701.22 | \$18,852.02 |
| Grants Totals | | \$28,477.29 | \$0.00 | \$0.00 | \$2,831.22 | \$1,620.44 | \$378.96 | \$829.45 | \$263.98 | \$3,701.22 | \$18,852.02 |
| | | | \$0.00 | \$0.00 | \$25,290.96 | \$26,135.96 | \$26,135.96 | \$25,290.96 | \$25,290.96 | | |

***** 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> |
|--------------|----------------------|-------------|--------------------|----------------------|------------------|
| 10/16/2015 | Payroll | | | | 28,477.29 |
| | | | | | <u>28,477.29</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,477.29

Dated this 29 day of Oct year of 20 15.

 _____ Susan Spambaldi _____
 _____ [unclear] _____

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: October 28, 2015

The CDBG process continues. We received 9 Letters of Intent for Social Services and 11 Letters of Intent for Physical Improvements. We held two training sessions (applicants had to attend one) in October. Applications are due December 4th.

October events include:

- a public meeting to solicit public comment on the current draft of the Courthouse Square Design Guidelines on October 22nd. It was attended by 17 people and received good feedback.
- Neighborhood Heart & Soul: Exploring our Sense of Place workshop for 34 neighborhood people on October 24th. The attendees want to continue with Neighborhood Heart & Soul Part II and it was a good outreach for HAND housing programs.
- a landlord symposium on October 26th for 24 people to discuss how to work with affordable housing programs such as Section 8, Rapid Rehousing and Continuum of Care.
- on October 29th, HAND will graduate its 17th Citizens Academy Class.

Upcoming activity:

- CDBG CAC organizational meeting on November 16th
- Courthouse Square designation to Council on November 25th & December 2nd
- CDBG applications due December 4th

TIF Project Status Report

As of 8/26/15

Consolidated TIF (439)

| Resolution # | Area | Project Name |
|--------------|-------|-------------------|
| 10-11 | Adams | Twin Lakes/Weimer |

This Resolution was closed and the project is now under Resolution 15-78

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------------|-------------------|
| \$1,614,548.40 | \$1,197,250.06 | \$0.00 |

| Resolution # | Area | Project Name |
|--------------|---------|------------------------|
| 12-31 | Thomson | Letter of Map Revision |

Submitted to FEMA for final approval. We have been working with FEMA to try to get this approval. This Resolution was amended to extend the deadline to 12/31/15.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$28,000.00 | \$27,900.00 | \$100.00 |

Estimated date of completion: 12/31/15

| Resolution # | Area | Project Name |
|--------------|---------|-------------------|
| 13-30 | Thomson | Triple C Purchase |

Purchase of 6.79 acres for the Switchyard Park. Master plan calls for this site to be used for green space, parking and main entrance to the park. No new information.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|--------------|-------------------|
| \$1,406,250.00 | \$999,473.54 | \$406,776.46 |

Expiration Date: Triple C Corporation's vacation of the property or December 31, 2016.

| Resolution # | Area | Project Name |
|--------------|----------|--------------------------|
| 14-42 | Downtown | BCT Theater Improvements |

This project is on-going.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$74,000.00 | \$12,186.47 | \$61,813.26 |

Expiration Date: 12/31/15

| Resolution # | Area | Project Name |
|--------------|----------|--------------------------------|
| 15-07 | Downtown | 4 th Parking Garage |

This Resolution will be closed.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$58,000.00 | \$56,964.80 | \$592.20 |

Expiration Date: 01/01/2016

| Resolution # | Area | Project Name |
|--------------|---------|----------------------------|
| 15-17 | Thomson | Black Lumber Trail Project |

Project is under design. Bids should be out in December 2015 with an award in early 2016. Construction to begin spring 2016. Per minutes, the total cost is \$79,800 and \$20,798.40 was expended at the time of amendment on May 4, 2015. The new approved about is \$59,001.60.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$59,001.60 | \$52,965.40 | \$6,036.20 |

Expiration Date: 12/31/15

| Resolution # | Area | Project Name |
|--------------|-------|------------------------------------|
| 15-78 | Adams | W. 2 nd & Rolling Ridge |

Pedestrian improvements along West Bloomfield Road (W. 2nd Street) and entrance & egress improvements at Twin Lakes Recreation Center.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------|-------------------|
| \$1,388,700.00 | \$0.00 | \$1,388,700.00 |

Expiration Date: 9/10/16

Redevelopment (444)

| Resolution # | Project Name |
|--------------|----------------------|
| 15-21 | CTP Maintenance 2015 |

On-going CTP maintenance

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|------------|-------------------|
| \$50,000.00 | \$5,577.86 | \$44,189.68 |

Expiration Date: 12/31/15

Kinser-Prow (446)

There are no open Resolutions for this TIF.

Downtown Bond (975)

| Resolution # | Project Name |
|--------------|--------------------|
| 13-39 | CTP Legal Services |

Ice-Miller CTP related legal advice upon Corporation Counsel approval.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|------------|-------------------|
| \$23,000.00 | \$8,766.92 | \$14,233.08 |

Expiration Date: 1/31/16

| Resolution # | Project Name |
|--------------|--|
| 14-10 | Appraisals & Disposal Costs for CTP Properties |

Appraisal and property sale expenses.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$50,000.00 | \$14,600.00 | \$35,400.00 |

Expiration Date: 1/31/16

| Resolution # | Project Name |
|--------------|--------------------------------|
| 14-20 | CTP Phase I Program Management |

Only remaining items are related to district energy.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|--------------|-------------------|
| \$151,240.00 | \$131,755.00 | \$19,485.00 |

Expiration Date: 1/31/16

28

| Resolution # | Project Name |
|--------------|---------------------------------|
| 14-44 | Right-of-Way Legal Descriptions |

Legal descriptions for the right-of-way vacation. This Resolution was modified on June 1, 2015 under Resolution 15-27 to add an expiration date of 12/31/15 and to amend the not-to-exceed amount to \$750.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------|-------------------|
| \$750.00 | \$500.00 | \$250.00 |

Expiration Date: 12/31/15

| Resolution # | Project Name |
|--------------|------------------------------------|
| 15-06 | 10 th Street & Branding |

Progress continues. See CTP Report.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|--------------|-------------------|
| \$334,845.00 | \$195,709.89 | \$139,135.11 |

Expiration Date: 12/31/15

| Resolution # | Project Name |
|--------------|---|
| 15-62 | Area 3, 4 & 5 (Middle Parcels) Appraisals |

Appraisal costs. This Resolution will be closed.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|------------|-------------------|
| \$2,700.00 | \$2,700.00 | \$0.00 |

Expiration Date: 11/1/15

| Resolution # | Project Name |
|--------------|---|
| 15-63 | 10 th Street Realignment Parcel Appraisals |

Appraisal costs.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------|-------------------|
| \$7,000.00 | \$0.00 | \$7,000.00 |

Expiration Date: 12/31/15

| Resolution # | Project Name |
|--------------|--------------|
|--------------|--------------|

15-76**10th Street Geotechnical & Pavement Design**Additional services for 10th Street Realignment.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------|-------------------|
| \$6,500.00 | \$0.00 | \$6,500.00 |

Expiration Date: 12/31/15

Consolidated Bond (976)

| Resolution # | Area | Project Name |
|--------------|---------|------------------------|
| 15-41 | Thomson | Switchyard Park Design |

Contract has been approved and they have the Notice to Proceed. Kick off meeting at the end of the week.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|-------------|-------------------|
| \$2,410,000.00 | \$72,184.07 | \$2,337,815.93 |

Expiration Date: 05/31/2018

| Resolution # | Area | Project Name |
|--------------|---------|------------------------------------|
| 15-57 | Thomson | Offer to Purchase – 1724 S. Walnut |

Accepted offer for the property formerly known as Wee Willies. Closing will be at a mutually agreed upon date.

| Budgeted Amount | Expended | Remaining Balance |
|-----------------|----------|-------------------|
| \$475,000.00 | \$0.00 | \$475,000.00 |

Expiration Date: TBD

**15-73
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING THE B-LINK
TRAIL**

WHEREAS, the Redevelopment Commission previously approved Resolutions 14-24 and 15-17 regarding the Black Lumber Trail, which is now known as the B-Link Trail; and

WHEREAS, in Resolution 14-24, the Redevelopment Commission approved funding for the City's share of the portion of the B-Link Trail that is eligible for federal funding assistance in the amount of \$117,717, finding that the Black Lumber Trail will "significantly enhance Bloomington by providing an attractive amenity and increase opportunities for economic development, downtown revitalization, tourism, recreation, traffic mitigation, and improved safety,"; and

WHEREAS, in Resolution 15-17, the Redevelopment Commission: (1) reaffirmed its finding that the Black Lumber Trail will "significantly enhance Bloomington by providing an attractive amenity and increase opportunities for economic development, downtown revitalization, tourism, recreation, traffic mitigation, and improved safety," (2) closed the open funding provision contained in Resolution 14-24, and (3) approved the expenditure of \$79,800 for a design contract with Eagle Ridge Civil Engineering Services, LLC; and

WHEREAS, since the Redevelopment Commission approved Resolution 15-17, Eagle Ridge has determined that the B-Link Trail will require a more expansive spillway than was originally expected; and

WHEREAS, as a result of this change, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form ("Form") which seeks the support of the Redevelopment Commission to continue moving forward on the B-Link Trail, with the expectation that bids will be let for the construction of the trail in March 2016; 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 reaffirms its statement in Resolution 15-17 that the B-Link Trail will significantly enhance Bloomington by providing an attractive amenity and increase opportunities for economic development, downtown revitalization, tourism, recreation, traffic mitigation, and improved safety.
2. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.

3. The expenditure of funds is not approved by this Resolution. Funding (other than that already approved by Resolution 15-17 for the design contract) will be approved at a later date when the Project Manager brings Contracts that have 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: B-Link Trail (Previously: Black Lumber Trail)

Project Manager: Dave Williams/Parks

Project Description:

The B-Link Trail (previously known as the Black Lumber Trail) will be a paved recreational trail along the abandoned rail corridor between Henderson Street and South Walnut Street. When completed, it will stretch approximately one-third of one mile, creating a connection between the east side of the City and the B-Line Trail near the entrance to the Switchyard Park.

The B-Link Trail is included in the Bloomington/Monroe County Metropolitan Transportation Organization (“MPO”) Transportation Improvement Program (“TIP”), which qualifies certain aspects of the program for federal funding assistance.

This project has come before the Redevelopment Commission twice before: (1) in Resolution 14-24 (which approved funding for the City’s share of the portion of the project eligible for federal funding assistance) and (2) in Resolution 15-17 (which approved a design contract with Eagle Ridge).

Since this project was presented to the Redevelopment Commission in May 2015, Eagle Ridge—the engineering firm awarded the design contract—has determined that the B-Link Trail required a more expansive spillway than was originally expected. Because no additional federal funding assistance is available for this project, the additional costs for the more expansive spillway will be borne by the City. In light of this change, Staff is coming back to the Redevelopment Commission with a full Project Review & Approval Form.

Project Timeline:

Start Date: July 2014 (design)
End Date: September 2016 (construction)

Financial Information:

| | |
|---------------------------------|-----------|
| Estimated full cost of project: | \$937,480 |
| Sources of funds: | |
| State of Indiana INDOT | \$461,106 |
| Consolidated TIF | \$476,374 |
| | |
| | |

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

| Step | Description | Estimated Cost | Timeline |
|------|--|------------------------|---|
| 1 | Design Contract | \$79,800 | Services Completed by December 31, 2015 |
| 2 | Relocation of Black Lumber Fence (per land purchase agreement) | \$25,000 | Fall 2015 |
| 3 | Construction of Trail | \$746,280 ¹ | Fall 2016 |
| 4 | Construction Inspection | \$86,400 ² | Fall 2016 |

The Design Contract was approved by the Redevelopment Commission in Resolution 15-17. At this point, \$8,507.90 remains outstanding on the Design Contract.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ Includes construction contingency of 8%

² INDOT sets this percentage at 12.5% of the construction costs when the construction costs are over \$500,000.

**15-79
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO ACCEPT THE ENVIRONMENTAL CONDITIONS OF 1724 S. WALNUT STREET AND APPROVE THE PURCHASE OF 1724 S. WALNUT STREET

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 development of the Switchyard Park, and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, on August 3, 2015, the RDC approved Resolution 15-57, which instructed Staff to make an offer to purchase 1724 S. Walnut Street (“Property”) for \$475,000 in the form and manner best determined by City Staff, with the offer contingent upon (among other things) the RDC’s satisfaction with the environmental conditions of the Property; and

WHEREAS, City Staff made an offer to purchase the Property for \$475,000, which provided the RDC with 75 days from the acceptance of the offer by the Seller to obtain environmental reviews of the Property, and to present them to the RDC for the RDC’s approval; and

WHEREAS, the Seller accepted the City’s offer on August 6, 2015, which gave the RDC until October 20, 2015 to approve of the environmental conditions of the Property; and

WHEREAS, on October 5, 2015, the RDC approved Resolution 15-77, which amended the offer to purchase to give the RDC until November 5, 2015 to: (1) address and satisfy the Environmental Conditions contingency in Section 2.3 of the Offer to Purchase Real Estate, and (2) approve the purchase as provided by Section 2.10 of the Offer to Purchase Real Estate; and

WHEREAS, the Seller agreed to the amended offer to purchase on October 14, 2015; and

WHEREAS, as provided by Resolution 15-77, City Staff has presented a summary of the environmental conditions of the Property and the ramifications of those conditions on the redevelopment of the Property to the RDC; and

WHEREAS, City Staff—in consultation with the City’s Environmental Consultant—believes that if the RDC purchases the property, the Indiana Department of Environmental Management will not require any remediation (including monitoring) of the Property; and

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

1. The Redevelopment Commission finds that it is satisfied with the environmental conditions of the Property.
2. Pursuant to Section 2.10 of the Offer to Purchase Real Estate, the Redevelopment Commission approves the purchase of the Property.
3. The Redevelopment Commission reaffirms its statement in Resolution 15-57 to pay the purchase price of Four Hundred Seventy Five Thousand Dollars (\$475,000.00) from the Bond fund (Fund 439-15-159004-53990).
4. This purchase of the Property serves the public’s best interests. The purchase of the Property is an appropriate use of the Bond, because it will assist in the transformation of the former CSX rail switchyard into premier public park and recreation space, which will in turn support the economic development and redevelopment of the Consolidated TIF.
5. The Redevelopment Commission authorizes Staff to prepare any documents necessary for closing on the purchase of the Property, and authorizes David Walter to sign—on behalf of the Redevelopment Commission—any documents necessary for closing on the purchase of the Property. The Redevelopment Commission wishes to close on the purchase of the Property by December 31, 2015.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

15-80
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC. FOR 2016

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an redevelopment area known as the “Downtown Redevelopment Area”; and

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

WHEREAS, the development objectives of the Consolidated TIF include: (1) strengthening and intensifying existing land uses within the area so that density is supported in the urban core, and (2) renovation of historic structures in the Consolidated TIF, especially within downtown; and

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

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

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

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

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

WHEREAS, since 2001 the RDC has approved—in Resolutions 01-56, 05-39, 08-46, 11-28, and 14-42—a series of partnership agreements with BCT Management, Inc. regarding the Theater; and

WHEREAS, a partnership agreement has been negotiated with BCT Management, Inc. to begin January 1, 2016 and end December 31, 2016 (“2016 Partnership Agreement”); and

WHEREAS, a copy of the 2016 Partnership Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, the 2016 Partnership Agreement provides that the Redevelopment Commission shall provide “up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF” to be used on the Theater as permitted by Indiana Code § 36-7-14-39; and

WHEREAS, the 2016 Partnership Agreement also provides that the City shall provide “Fifty Thousand Dollars (\$50,000.00) to support the operations at the BCT (‘Operations Funding’); and

WHEREAS, for the avoidance of doubt, the Redevelopment Commission is not the source of the Operations Funding; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for its obligations under the 2016 Partnership Agreement; and

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

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk Chumley Theater as described in the 2016 Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the 2016 Partnership Agreement, and authorizes David Walter to sign the 2016 Partnership Agreement on its behalf.
3. The Redevelopment Commission approves the expenditure of an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF to be used on the Theater. Specific expenditures of the Seventy-Four Thousand Dollars (\$74,000.00) will be presented to the Redevelopment Commission for review and approval when: (1) BCT Management, Inc. has made a request to receive part of that funding, and (2) the City, through the Director of Parks and Recreation or his designee, has approved the request.

4. The funding authorizations contained in this Resolution shall begin the later of: (1) January 1, 2016 or (2) when the 2016 Partnership Agreement is fully executed. The funding authorizations contained in this Resolution shall terminate on December 31, 2016, unless extended by the RDC in advance.

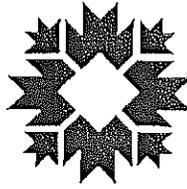
BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____, 2015 by and between the City of Bloomington, Indiana ("City") by its Mayor, Board of Park Commissioners ("Parks Board"), and Redevelopment Commission ("Commission") and BCT Management, Inc., an Indiana non-profit corporation ("BCTM"),

WITNESSETH:

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

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

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

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2015; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2016 through December 31, 2016, with the intent to continue the parties' successful relationship into the future; and

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2016 to December 31, 2016, unless early termination occurs as described in paragraph 6. j., below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Thousand Dollars (\$50,000.00) to support the operations at the BCT ("Operations Funding"). The Operations Funding shall be paid in four (4) quarterly payments of Twelve Thousand Five Hundred Dollars (\$12,500.00).

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) the BCTM has made a request for Tax Increment Funding, (2) the City—through the Director of Parks and Recreation or his designee—has approved the request for Tax Increment Funding, and (3) the Redevelopment Commission has approved the request for Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

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

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT's role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained

or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the

City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 12 of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit

for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

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

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for minor maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the minor repair and maintenance of BCT equipment and furnishings listed in Exhibit B, sections 1 & 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The

City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.

- vii. BCTM requests to use Tax Increment Funding shall be compliant, where applicable, with Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than October 31, 2016.
- ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than March 15, 2017. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2016, income and expenses related to the BCT property for 2016, and updates on the preventative maintenance BCTM undertook in 2016.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt From Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- v. The City shall set a meeting after March 15, 2017 and prior to April 30, 2017 for BCTM to present the annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vi. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- vii. The City may, upon one (1) week's notice, inspect the BCT books and records maintained by BCTM.
- viii. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2016. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute. Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

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

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B, Sections 1 & 2.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for all maintenance and repair of the exterior of the building and the marquee, as well as the building's

mechanical, HVAC, electrical, plumbing, and fire safety systems, as detailed in Exhibit B, Section 2 of this Agreement.

- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.

b. Payments:

- i. The City shall provide Fifty Thousand Dollars (\$50,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) the BCTM has made a request for Tax Increment Funding, (2) the City—through the Director of Parks and Recreation or his designee—has approved the request for Tax Increment Funding, and (3) the Redevelopment Commission has approved the request for Tax Increment Funding.

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

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and

reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

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

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

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue; but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

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

express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.

- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct

or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If BCTM develops such a policy for its activities, the City may implement and enforce it. If BCTM wishes to develop such a policy, it shall provide a copy of the policy to the City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement as Exhibit D.

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

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

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

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

City of Bloomington Legal Department
P.O. Box 100

401 N. Morton Street, Suite 220
Bloomington, IN 47404

Any notice given to BCTM under this Agreement shall be addressed to:
BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

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

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

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

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
- ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly

void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

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

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

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

City of Bloomington, Indiana

BCT Management, Inc.

Mayor

By: _____

By: _____

Mark Kruzan, Mayor

Kevin Robling, President

Redevelopment Commission

Board of Park Commissioners

By: _____

By: _____

David Walter, President

Les Coyne, President

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Thomas Cameron
DATE: 10-26-2015

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]

DATE: 10/26/15

FUND/ACCT: 101 & 2.0 P1201

Council FANS 6/9 11/2

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:

- Minor repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Minor repair and maintenance of all stage equipment and soft goods
- Minor repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
- Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
- An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:

- Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
- Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

Buskirk-Chumley Theater Equipment Furnishings Inventory as of October 1, 2015

**See attached Excel spreadsheets – Exhibit B BCT Equipment & Facility Item List
2015**

- **Section 1 - BCT Facility Items**
- **Section 2 - BCT Stage Equipment Items**
- **Section 3 - Surplus Equipment Tracking**

Exhibit B - Section 1

Buskirk-Chumley

Facility

| item | Quantity | purch by | purch price | Total Purch | Manual on file | used value | # of repairs | Age, years | used value | ownership |
|----------------------------|----------|-------------|----------------|----------------|-------------------|---------------|-----------------|---------------|---------------|-----------|
| Leasehold Improvements | 1 | BCT | | \$ 98,000 | | | | | | CITY |
| Facility Improvements | 1 | BCT | | \$ 12,067 | | | | | | CITY |
| Cigarette Disposal Station | 1 | BCT | \$ 250 | \$ 250 | | | | | | CITY |
| Contemporary Trash Cans | 5 | BCT | \$ 1,056 | \$ 5,280 | | | | | | CITY |
| Plastic Trash Cans | 6 | BCT | \$ 59 | \$ 354 | | | | | | CITY |
| Lobby Lighting Fixtures | 10 | BAAC | \$ 200 | \$ 2,000 | | | | | | CITY |
| Lobby Lighting Fixtures | 6 | BAAC | \$ 150 | \$ 900 | | | | | | CITY |
| Lobby Lighting Fixtures | 1 | BAAC | \$ 5,600 | \$ 5,600 | | | | | | CITY |
| Lobby Lighting Fixtures | 1 | BAAC | \$ 2,000 | \$ 2,000 | | | | | | CITY |
| Fixed Seats | 560 | BAAC | \$ 225 | \$ 126,000 | | | | | | CITY |
| Moveable Seats | 75 | BAAC | \$ 150 | \$ 11,250 | | | | | | CITY |
| Carpeting | | BAAC | | \$ 50,000 | | | | | | CITY |
| Floor mats | 1 | BCT | \$ 175 | \$ 175 | | | | | | CITY |
| Floor mats | 5 | BCT | \$ 100 | \$ 500 | | | | | | CITY |
| Floor mats | 3 | BCT | \$ 100 | \$ 300 | | | | | | CITY |
| Café tables | 3 | BCT | \$ 150 | \$ 450 | | | | | | CITY |
| 6' tables | 10 | BCT | \$ 79 | \$ 790 | | | | | | CITY |
| 6' tables | 5 | BCT | \$ 109 | \$ 545 | | | | | | CITY |
| Rolling kegerator | 1 | BCT | \$ 1,835 | \$ 1,835 | | | | | | CITY |
| Large kegerator | 1 | BCT | \$ 2,322 | \$ 2,322 | yes | | | | | CITY |
| Concessions fridge | 1 | BCT | \$ 2,042 | \$ 2,042 | yes | | | | | CITY |
| Popcorn Popper | 1 | BCT | \$ 325 | \$ 325 | yes | | | | | BCT |

9/6

Exhibit B - Section 1

| | | | | | | |
|-------------------------|---|--------|----------|----------|-----|------|
| Office 1 Desk A | 1 | INKIND | \$ 1,200 | \$ 1,200 | | BCT |
| Office 1 Desk B | 1 | BCT | \$ 720 | \$ 720 | yes | BCT |
| Office 2 Desk A | 1 | BCT | \$ 150 | \$ 150 | | BCT |
| Office 2 Desk B | 1 | BCT | \$ 150 | \$ 150 | | BCT |
| Office 1 File Cabinets | 2 | BCT | \$ | 155 | | BCT |
| Office 2 File Cabinet | 1 | BCT | \$ | 155 | | BCT |
| Office 1 Computer A | 1 | BCT | \$ | 654 | | BCT |
| Office 1 Computer B | 1 | BCT | \$ | 654 | | BCT |
| Office 1 Monitor A | 1 | BCT | \$ | 289 | | BCT |
| Office 1 Monitor B | 1 | BCT | \$ | 94 | | BCT |
| Office 1 Shelving | 1 | BCT | \$ | 96 | | BCT |
| Office 2 Shelving | 1 | BCT | \$ | 86 | | BCT |
| Office 1 Printer | 1 | BCT | \$ | 235 | | BCT |
| Office 2 Printer | 1 | BCT | \$ | 641 | | BCT |
| Office 2 Drawer Cabinet | 1 | BCT | \$ | 155 | | BCT |
| Office microwave | 1 | BCT | \$ | - | | BCT |
| Office fridge | 1 | BCT | \$ 1,950 | | yes | BCT |
| Office 1 Desk Chair A | 1 | BCT | \$ | 90 | | BCT |
| Office 1 Desk Chair B | 1 | BCT | \$ | 90 | | BCT |
| Office 2 Desk Chair A | 1 | BCT | \$ | 90 | | BCT |
| Office 2 Desk Chair B | 1 | BCT | \$ | 90 | | BCT |
| Office 1 Meeting Chairs | 2 | BCT | \$ | 260 | | BCT |
| Box Ofc Computers | 3 | BCT | \$ | 770 | | CITY |
| Box Ofc Monitors | 3 | BCT | \$ | 100 | | CITY |

47

Exhibit B - Section 1

| | | | | | | |
|--------------------------------|-----|----------|----------|------------|--------------------------|------|
| Box Ofc Tix Printers | 2 | BCT | \$ 1,250 | \$ 2,500 | | CITY |
| Box Ofc Printer | 1 | BCT | | \$ 400 | | CITY |
| Box Ofc Desk Chairs | 2 | BCT | | \$ 260 | | CITY |
| Box Ofc Large Screen TV | 1 | BCT | | \$ 952 | Inoperable as of 10/1/14 | CITY |
| Tech Booth Computer | 1 | BCT | | \$ 895 | | CITY |
| Tech Booth Monitor | 1 | BCT | | \$ 490 | | CITY |
| Tech Booth Desk Chair | 2 | BCT | | \$ 260 | | CITY |
| Tech Booth File Cabinets | 1 | BCT | | \$ 96 | | BCT |
| Tech Booth Shelving | 2 | BCT | | \$ 86 | | BCT |
| Projection Storage Shelving | 3 | BCT | | \$ 86 | | BCT |
| HVAC Room Shelving | 1 | BCT | | \$ 86 | | BCT |
| HVAC Control Computer | 1 | BCT | | \$ 1,420 | | CITY |
| HVAC Control Monitor | 1 | BCT | | \$ 289 | | CITY |
| Boiler 1 | 1 | BCT | | \$ 18,000 | | CITY |
| Boiler 2 | 1 | BCT | | \$ 18,000 | Inoperable as of 10/1/14 | CITY |
| Air conditioning unit - tech k | 1 | CITY | | \$ 5,443 | | CITY |
| Washer | 1 | BCT | 360 | \$ 360 | yes | CITY |
| Dryer | 1 | BCT | 360 | \$ 360 | yes | CITY |
| Vacuum 1 | 1 | BCT | 299 | \$ 299 | yes | CITY |
| Vacuum 2 | 1 | BCT | | \$ 252 | yes | CITY |
| Historic Marquee Letters | 127 | HISTORIC | 50 | \$ 6,350 | | BCT |
| New Marquee Letters | 275 | BCT | 1.5 | \$ 413 | | CITY |
| | | | | \$ 279,087 | | |

Exhibit B - Section 2

Buskirk
Chumley
Inventory

| item | manufacturer | model | Quantity | purchase date | purchase by | purchase price | Total Purchase Price | used value | serial# | # of repairs | Age, years | Expected yrs of use | used value line ext | ownership |
|-----------------|----------------|---|----------|---------------|-------------|----------------|----------------------|------------|---------|--------------|------------|---------------------|---------------------|-----------|
| Stage Equipment | | | | | | | | | | | | | | |
| Microphones | Shure | Beta 58 | 7 | | | \$159.00 | \$1,113.00 | | | | | | | CITY |
| Microphones | Shure | SM58 S | 1 | 2013 | BCT | \$101.00 | \$101.00 | | | | | | | CITY |
| Microphones | Shure | SM 56 | 7 | | | \$99.00 | \$693.00 | | | | | | | CITY |
| Microphones | Shure | SM 57 | 9 | | | \$99.00 | \$891.00 | | | | | | | CITY |
| Microphones | Shure | Beta 52 | 1 | | | \$189.00 | \$189.00 | | | | | | | CITY |
| Microphones | Shure | Beta 98 d/s | 3 | 2010 | BCT | \$207.00 | \$621.00 | | | | | | | CITY |
| Microphones | Audio Technica | Pro 37 | 4 | | | \$117.00 | \$468.00 | | | | | | | CITY |
| Microphones | Audio Technica | 4041 | 2 | | | \$279.00 | \$558.00 | | | | | | | CITY |
| Microphones | Audio Technica | 4041 | 2 | 2013 | BCT | \$194.00 | \$388.00 | | | | | | | CITY |
| Microphones | Heil | PR30 | 2 | 2013 | BCT | \$339.00 | \$678.00 | | | | | | | CITY |
| Microphones | Heil | MD421-2 | 2 | 2013 | BCT | \$330.00 | \$660.00 | | | | | | | CITY |
| Microphones | Sennheiser | MD421-2 | 2 | 2013 | FUMC | \$469.00 | \$938.00 | | | | | | | FUMC |
| Microphones | Audio Technica | ATW-3000 Wireless w/ Handheld Mics | 2 | | | \$164.00 | \$328.00 | | | | | | | FUMC |
| Microphones | Audio Technica | ATW-T310 bodypack | 1 | 2013 | FUMC | \$162.00 | \$162.00 | | | | | | | FUMC |
| Microphones | Audio Technica | ATW-T310 bodypack | 1 | 2013 | FUMC | \$162.00 | \$162.00 | | | | | | | FUMC |
| Microphones | Audio Technica | E5 over the ear microphone for AT | 1 | 2012 | BCT | \$396.00 | \$396.00 | | | | | | | CITY |
| Microphones | Countryman | wireless | 1 | | | \$189.00 | \$189.00 | | | | | | | CITY |
| Microphones | Countryman | B3 Laveller | 2 | 2013 | BCT | \$150.00 | \$300.00 | | | | | | | CITY |
| Microphones | Countryman | B3 Laveller | 1 | | | \$150.00 | \$150.00 | | | | | | | CITY |
| Microphones | Audio Technica | 857L podium mic | 2 | | | \$220.00 | \$440.00 | | | | | | | CITY |
| Microphones | Barcus Berry | Piano Transducer | 1 | | | \$220.00 | \$220.00 | | | | | | | CITY |
| Microphones | Whitwind | Director DI | 4 | | | \$68.00 | \$272.00 | | | | | | | CITY |
| Microphones | Whitwind | Hotbox, Active DI | 2 | | | \$120.00 | \$240.00 | | | | | | | CITY |
| Microphones | Radial | JD48 | 2 | 2012 | BCT | \$169.00 | \$338.00 | | | | | | | CITY |
| Microphones | Whitwind | PC DI | 1 | | | \$144.00 | \$144.00 | | | | | | | CITY |
| Microphones | Whitwind | ISO2 | 1 | 2011 | BCT | \$148.00 | \$148.00 | | | | | | | CITY |
| Microphones | EV | 600e Cast Call microphone | 1 | | | \$50.00 | \$50.00 | | | | | | | CITY |
| Microphones | Shure | Art Cleanbox | 1 | 2015 | City | \$603.47 | \$603.47 | | | | | | | CITY |
| Microphones | Shure | QLXD4 Receiver | 2 | 2015 | City | \$318.93 | \$637.86 | | | | | | | CITY |
| Microphones | Shure | QLXD1 Belt Pack | 2 | 2015 | City | \$397.18 | \$794.36 | | | | | | | CITY |
| Microphones | Shure | QLXD2 658 Handheld | 2 | 2015 | City | \$168.66 | \$337.32 | | | | | | | CITY |
| Microphones | Shure | MX150 laveller | 2 | 2015 | City | \$2,500.00 | \$5,000.00 | | | | | | | CITY |
| Speakers | EAW | jf650 | 4 | | | \$900.00 | \$3,600.00 | | | | | | | CITY |
| Speakers | EAW | sb180 | 4 | | | \$720.00 | \$2,880.00 | | | | | | | CITY |
| Speakers | EAW | jf60 w/ mounting brackets | 7 | | | \$1,909.00 | \$13,373.00 | | | | | | | CITY |
| Speakers | EAW | jf260 | 2 | | | \$3,818.00 | \$7,636.00 | | | | | | | CITY |
| Speakers | EAW | 1202er | 4 | | | \$350.00 | \$1,400.00 | | | | | | | CITY |
| Amplifiers | Crest | 8200 | 1 | 2007 | BCT | \$1,470.00 | \$1,470.00 | | | | | | | CITY |
| Amplifiers | Crest | 9200 | 2 | 2007 | BCT | \$1,700.00 | \$3,400.00 | | | | | | | CITY |
| Amplifiers | Mackie | M1400 | 1 | | | \$250.00 | \$250.00 | | | | | | | CITY |
| Amplifiers | Crown | Conn Tech 210 | 1 | | | \$290.00 | \$290.00 | | | | | | | CITY |
| Amplifiers | Crown | XTI 4000 | 4 | 2009 | CITY | \$795.00 | \$3,180.00 | | | | | | | CITY |
| Amplifiers | Crown | XTI 2002 | 2 | 2013 | BCT | \$615.00 | \$1,230.00 | | | | | | | CITY |
| Processing | Ashley | DP226 | 1 | 2007 | BCT | \$1,803.00 | \$1,803.00 | | | | | | | CITY |
| Processing | Ashley | GXQ 3102 | 2 | | | \$635.00 | \$1,270.00 | | | | | | | CITY |
| Processing | DBX | 166XL | 2 | | | \$250.00 | \$500.00 | | | | | | | CITY |
| Processing | Yamaha | SPX 990 multi-effects signal processor | 1 | | | \$600.00 | \$600.00 | | | | | | | CITY |
| Processing | Tascam | CDR 901SL | 1 | 2007 | BCT | \$842.00 | \$842.00 | | | | | | | CITY |
| Processing | Symetrix | 1x4 distribution amplifier | 1 | | | \$100.00 | \$100.00 | | | | | | | CITY |
| Processing | Klark, Technic | DN 7103 delay | 1 | | | \$300.00 | \$300.00 | | | | | | | CITY |
| Processing | Ashley | XP2001 2 ch. 3 way crossover | 1 | | | \$360.00 | \$360.00 | | | | | | | CITY |
| Processing | DBX | 223 2 ch. 2 way crossover | 1 | | | \$150.00 | \$150.00 | | | | | | | CITY |
| Processing | Furman | PL8 power conditioner | 1 | | | \$160.00 | \$160.00 | | | | | | | CITY |
| Processing | Atlas | Soundolier SACR-191 sequential power switcher | 1 | | | \$342.00 | \$342.00 | | | | | | | CITY |

1 broke

No Power
20B1064899, 1NG2977C91
1NK1211583, 1NG2978141
1NG2977995, 1NG2976000

Components Replaced in 3 april 2015

Exhibit B - Section 2

| | | | | | | | | |
|--------------------------------|------------|--|----|------|---------|-------------|-------------|------|
| Mixers | US Audio | 4ch Line level mixer | 1 | 2008 | BCT | \$250.00 | \$250.00 | CITY |
| Mixers | Yamaha | MTC1-48 Digital Mixing Console | 1 | 2008 | BCT | \$17,250.00 | \$17,250.00 | CITY |
| Mixers | Yamaha | MY8-AD24 (Eight 24-bit analog inputs) | 1 | 2008 | BCT | \$276.00 | \$276.00 | CITY |
| Infrared Hearing Assist System | Sennheiser | SZI infrared hearing assist system | 1 | | | \$852.00 | \$852.00 | CITY |
| Infrared Hearing Assist System | Sennheiser | headsets | 7 | | | \$276.00 | \$1,932.00 | CITY |
| Intercom system | Telex | BP 1002 Belt packs | 8 | | | \$284.00 | \$2,272.00 | CITY |
| Intercom system | Telex | single-sided head sets | 9 | | | \$175.00 | \$1,575.00 | CITY |
| Intercom system | Telex | double-sided head sets | 2 | | | \$210.00 | \$420.00 | CITY |
| Intercom system | Telex | lightweight head sets | 2 | | | \$179.00 | \$358.00 | CITY |
| Intercom system | | Intercom Phones | 3 | | | \$50.00 | \$150.00 | CITY |
| Cables | | 32 Channel snake with isolates split | 1 | | | \$2,500.00 | \$2,500.00 | CITY |
| Cables | | 12pair XLR snake | 1 | | | \$279.00 | \$279.00 | CITY |
| Cables | | 10' 28ch XLR fanout snake | 1 | | | \$100.00 | \$100.00 | CITY |
| Cables | | XLR Mic cables | 45 | | | \$20.00 | \$900.00 | CITY |
| Cables | | 10' 1/4" - 1/4" Cables | 2 | | | \$10.00 | \$20.00 | CITY |
| Cables | | 25' 1/4" - 1/4" Cable | 1 | | | \$25.00 | \$25.00 | CITY |
| Cables | | 50' 1/4" - 1/4" Cables | 2 | | | \$50.00 | \$100.00 | CITY |
| Cables | | 100' 1/4" - 1/4" Cable | 1 | | | \$75.00 | \$75.00 | CITY |
| Cables | | NL4 - 1/4" Cables | 5 | | | \$25.00 | \$125.00 | CITY |
| Cables | | 20' NL4 - EP4" Cables | 4 | | | \$25.00 | \$100.00 | CITY |
| Cables | | 5' NL4 - EP4" Cable | 1 | | | \$10.00 | \$10.00 | CITY |
| Cables | | 100' EP4 Cables | 2 | 2008 | BCT | \$45.00 | \$90.00 | CITY |
| Cables | | 10' EP4 Cables | 2 | 2008 | BCT | \$30.00 | \$60.00 | CITY |
| Cables | | 1/4" Instrument Cables | 25 | | | \$5.00 | \$125.00 | CITY |
| Cables | | various length AC Cables | 11 | | | \$10.00 | \$110.00 | CITY |
| Cables | | 6 plug power strips | 6 | | | \$5.00 | \$30.00 | CITY |
| Cables | | 1/8" To RCA Cables | 3 | | | \$5.00 | \$15.00 | CITY |
| Cables | | RCA to RCA cables | 4 | | | \$5.00 | \$20.00 | CITY |
| Cables | | Various audio adapters | 1 | | | \$150.00 | \$150.00 | CITY |
| Cables | | Stage Lighting Cable | 1 | | | \$1,200.00 | \$1,200.00 | CITY |
| Cables | Lex | 10' stage pin cable | 10 | 2013 | BCT | \$29.00 | \$290.00 | CITY |
| Cables | Lex | 23' E string orchestra extension cable | 2 | 2015 | BCT/BSO | \$75.81 | \$151.62 | CITY |
| Cable Ramps | | Guard Dog 3' cable ramp | 3 | 2014 | BCT | \$169.95 | \$509.85 | CITY |
| Misc. | | 4 space SKB Case | 1 | | | \$180.00 | \$180.00 | CITY |
| Misc. | | 14 space Mid Atlantic equipment rack | 2 | | | \$250.00 | \$500.00 | CITY |
| Misc. | | 40 space Mid Atlantic equipment rack | 1 | | | \$400.00 | \$400.00 | CITY |
| Misc. | | 10 space Mid Atlantic equipment rack | 1 | | | \$250.00 | \$250.00 | CITY |
| Misc. | | 2 space rack drawer | 1 | | | \$100.00 | \$100.00 | CITY |

Only 5
batteries
working
??
1 broken

Exhibit B - Section 2

| Video | Da-Lite | 16" x 9" Fast fold screen | 1 | 2013 | FUMC | \$0.00 | \$0.00 | FUMC | |
|--------------------|-------------|---|---|------|------|-------------|-------------|---------------------|--|
| Video | Da-Lite | 28"x21" motorized roller screen (IU owned) | 1 | | IU | \$0.00 | \$0.00 | IU | |
| Video | | V200XLN Video Distribution Amp | 1 | 2010 | CITY | \$145.00 | \$145.00 | CITY | |
| Video | | Video Cables | 1 | | | \$100.00 | \$100.00 | CITY | |
| Video | | Video cables from Full Compass Sales #2321461 | 1 | 2010 | CITY | \$373.00 | \$373.00 | CITY | |
| Video | Logitech | R400 Wireless Presenter Remote | 1 | 2014 | BCT | \$40.00 | \$40.00 | CITY | |
| Video | Radio Shack | Dig. To Analog audio adapter | 1 | 2014 | BCT | \$40.00 | \$40.00 | CITY | |
| Staging | Wenger | Sirata Orchestra 6 Pit Filler | 1 | 2013 | CITY | \$14,000.00 | \$18,901.00 | CITY - NEW | |
| Staging | Wenger | Sirata Orchestra 4 Extension Pit Filler | 1 | 2014 | BCT | \$4,901.00 | \$12,484.00 | CITY - NEW | |
| TOTAL EQUIP | | | | | | | | \$235,209.75 | |

Exhibit B - Section 3

Surplus
Equipment
Sold

| item | manufacturer | model | Quantity | serial# | purch date | purch price | Total Purch Price | Sold Price | Total Sold Price | To Parks |
|------------------------|----------------|--------------------------------------|----------|---------|---------------|----------------|-------------------------|---------------|------------------------|-------------|
| Microphones | AKG | WMS Wireless Mic System | 1 | | 99 | \$469.00 | \$469.00 | \$0.00 | \$0.00 | x |
| Microphones | Audio Technica | Pro-R2 Handheld Wireless Mic 1200 | 1 | | 99 | \$469.00 | \$469.00 | \$0.00 | \$0.00 | x |
| Amplifiers | Carver | MPX-1 multi-effects signal processor | 3 | | 99 | \$250.00 | \$750.00 | \$100.00 | \$300.00 | |
| Processing | Lexicon | XR1001 2ch. 2 way crossover | 1 | | 99 | \$150.00 | \$150.00 | \$50.00 | \$50.00 | |
| Processing | Ashley | | 1 | | 99 | \$240.00 | \$240.00 | \$0.00 | \$0.00 | X |
| Mixers | DDA | CS3 32 channel Sound Board | 1 | | 99 | \$4,000.00 | \$4,000.00 | \$250.00 | \$250.00 | |
| Misc. | | 16 space studio style equipment rack | 1 | | 99 | \$110.00 | \$110.00 | \$0.00 | \$0.00 | x |
| Lighting Control | ETC | Express 250 Lighting console | 1 | | 99 | \$7,000.00 | \$7,000.00 | \$1,000.00 | \$1,000.00 | |
| Lighting Control | ETC | Remote Focus Unit 50'x25' Red | 1 | | 99 | \$1,430.00 | \$1,430.00 | \$0.00 | \$0.00 | |
| Soft Goods | | Traveller Curtain | 1 | | 99 | \$3,580.00 | \$3,580.00 | \$152.50 | \$152.50 | |
| Soft Goods | | 50'x8' Red Valance | 1 | | 99 | \$1,000.00 | \$1,000.00 | \$0.00 | \$0.00 | |
| Soft Goods | | 50'x25' Cyc | 1 | | 99 | \$1,200.00 | \$1,200.00 | \$27.75 | \$27.75 | |
| Video | JVC | DVD/VHS player | 1 | | 99 | \$0.00 | \$0.00 | \$5.00 | \$5.00 | |
| Wooden Stage Platforms | | | 11 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

Surplus
Equipment Not
Yet Sold

| item | manufacturer | model | Quantity | serial# | purch date | purch price | Total Purch Price | Sold Price | Total Sold Price | To Parks |
|------------|--------------|------------------------------|----------|---------|---------------|----------------|-------------------------|---------------|------------------------|-------------|
| Processing | Beringer | MDX4406 4 channel compressor | 1 | | | \$130.00 | \$130.00 | | | |
| Processing | DBX | 166XL | 4 | | | \$250.00 | \$1,000.00 | | | |

Exhibit B - Section 3

| | | | | | |
|-------------------|-----------------|----------------|----|----------|------------|
| Video | Dynatel | Video Switcher | 1 | \$0.00 | \$0.00 |
| Lighting Fixtures | Kieigel/Century | 8" Fresnel | 24 | \$241.00 | \$5,784.00 |
| Lighting Fixtures | Altman | 65Q 6" Fresnel | 5 | \$154.00 | \$770.00 |

| <u>Discarded Equipment</u> | | Quantity | serial# | purchase date | purchase price | Total Purchase Price | Sold Price | Total Sold Price | To |
|----------------------------|---|----------|---------|---------------|----------------|----------------------|------------|------------------|----|
| Ticketing | Folio Point-of-Sale Ticketing System Software | 1 | | | \$5,750.00 | \$5,750.00 | | | |
| Ticketing | Ticketing System Printer | 2 | | | \$7,450.00 | \$14,900.00 | | | |
| Ticketing | Box Office Computer | 2 | | | \$770.00 | \$1,540.00 | | | |
| Ticketing | LCD Display Screen | 1 | | | \$952.00 | \$952.00 | | | |

subtotal used value

grand total used value

Exhibit D

BCTM Firearms Policy

56

**15-81
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF SURVEY WORK AND TITLE SEARCHES FOR THE TRADES
DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, as part of the redevelopment of those 12 acres of land, the City desires to: (1) realign West 10th Street between North Rogers Street and North Morton Street, (2) redesign the north-south alley from 10th Street to 11th Street, (3) improve the intersection of 10th Street and North Morton Street, and (4) provide a parking lot south of 10th Street (collectively, the “Project”); and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, in Resolution 15-75, the RDC approved an Amended Project Review and Approval Form (“Amended Form”) supporting the Project; and
- WHEREAS, Step 1(f) of both the Form and the Amended Form is “Surveying”; and
- WHEREAS, in Resolution 15-06, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) for Services related to the Project; and
- WHEREAS, in order for Anderson + Bohlander to perform the Services approved in Resolution 15-06, additional survey work is required, which will provide Anderson + Bohlander with additional topographic information, information regarding utilities that are currently in place, and information regarding easements that may exist along the north-south alley from 10th Street to 11th Street or along the path of realigned 10th Street, identified more particularly on the attached Exhibit A (“Survey Work”); and
- WHEREAS, in order to understand the easements that may exist along the north-south alley from 10th Street to 11th Street or along the path of the realigned 10th

Street, a 100-year title search is necessary on fourteen parcels (identified on Attachment A to the attached Exhibit A) (“Title Search”); and

WHEREAS, City Staff has obtained a quote from Bledsoe Riggert Cooper James (formerly Bledsoe Riggert Guerrettaz) (“BRCJ”) to complete the Survey Work for Six Thousand Four Hundred Twenty-Five Dollars (\$6,425.00); and

WHEREAS, City Staff has obtained a quote from Title Plus to complete the Title Searches at a rate of One Hundred Fifty Dollars (\$150.00) per parcel, for a total cost of Two Thousand One Hundred Dollars (\$2,100.00); and

WHEREAS, there are available Bond funds to pay for the Survey Work and Title Searches; 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, and finds that the Survey Work and Title Searches serves the public’s best interests.
2. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Six Thousand Four Hundred Twenty-Five Dollars (\$6,425.00) from the Bond funds (Fund 975-15-150000-53990) to obtain the Survey Work from BRCJ described more particularly on the attached Exhibit A.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Thousand One Hundred Dollars (\$2,100.00) from the Bond funds (Fund 975-15-150000-53990) to obtain the Title Searches described more particularly on the attached Exhibits A and B.
4. The Redevelopment Commission authorizes the Bloomington City Controller to directly pay for or reimburse expenditures to BRCJ and Title Plus for the Survey Work and Title Searches. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$8,525 under this Resolution.

5. Unless extended by the Redevelopment Commission in a resolution prior to April 1, 2016, the authorizations provided under this Resolution shall expire on April 1, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

Elizabeth Kehoe, Secretary

Date

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

October 28, 2015

Danise Alano-Martin
Economic & Sustainable Development Director
City of Bloomington
401 N. Morton St., Suite 150/ PO Box 100
Bloomington, IN 47402

RE: Additional Surveying Services at CTP

Dear Danise,

We propose to provide the City of Bloomington with the following surveying services:

1. Boundary Surveying:
 - a. Establish right-of-way of 10th Street at the southwest corner of the intersection of 10th and Morton.
2. Easements: Analyze and determine the effect of the 100-year easements (to be provided by the City) for the parcels shown on **Attachment A** (14 parcels total, each marked by an X).
3. Topographic Services:
 - a. Provide topo on south side of Solution Tree (555 N Morton) building from the entrance west to the edge of the existing topo previously provided to the City.
 - b. Provide topo on the west side of Morton from 10th Street down to just south of the Solution Tree parking lot entrance.
 - c. Provide topo of the areas identified on **Attachment B** and obtain detailed utility data using the free, one call utility locating service. In particular, the City seeks to clarify details of the following:
 - i. Concrete storm box structure on 10th Street between the Showers Administration Building (601 N Morton) and the Solution Tree Building (555 N Morton). What is the size of this box? What is the elevation of the inside of the top of the box? Where does the structure continue on Morton Street? What size is it under Morton Street sidewalk?
 - ii. Storm structure (with pump?) on the NW corner of the Solution Tree building (555 N Morton). Where does this outlet (confirm pipe locations)? Data indicates the storm structure includes a pump – confirm the existence of the pump and who owns/maintains the pump. Building owner indicates that the trench drain has an outlet pipe that connects to the box structure on 10th between the buildings. Confirm, plot pipe locations.
 - iii. Communication handhole in this area exists (in 10th Street between the buildings at 10th/Morton intersection), but not shown on existing surveys. Confirm details and map location as well as location, size, ownership of associated structures (ductbank) and where they connect. Solution Tree building owner indicates it is a 24" x 24" concrete encased ductbank for AT&T and Smithville. Who owns ductbank (IU?)? Who owns handhole (Smithville?)?
 - iv. Detail info on the above-ground utilities on the north side of the Showers Building (City Hall/County building at 401 and 501 N Morton), and west of Solution Tree (555 N Morton). Need details about these utilities.

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

- v. Rogers Street: gas line shown on the east side of Rogers – continue linework down past the B-Line Trail so we can see where this gas line goes.
4. Provide Legal Descriptions of the Rights of Way desired to be acquired by the City, areas which are described in the text highlighted in yellow in **Attachment C**.

Our fee for the above services is \$6,425, with work to be completed within approximately 4 weeks of receiving the completed 100 year easement searches and associated documents.

Invoices will be mailed for work completed with payment due upon receipt.

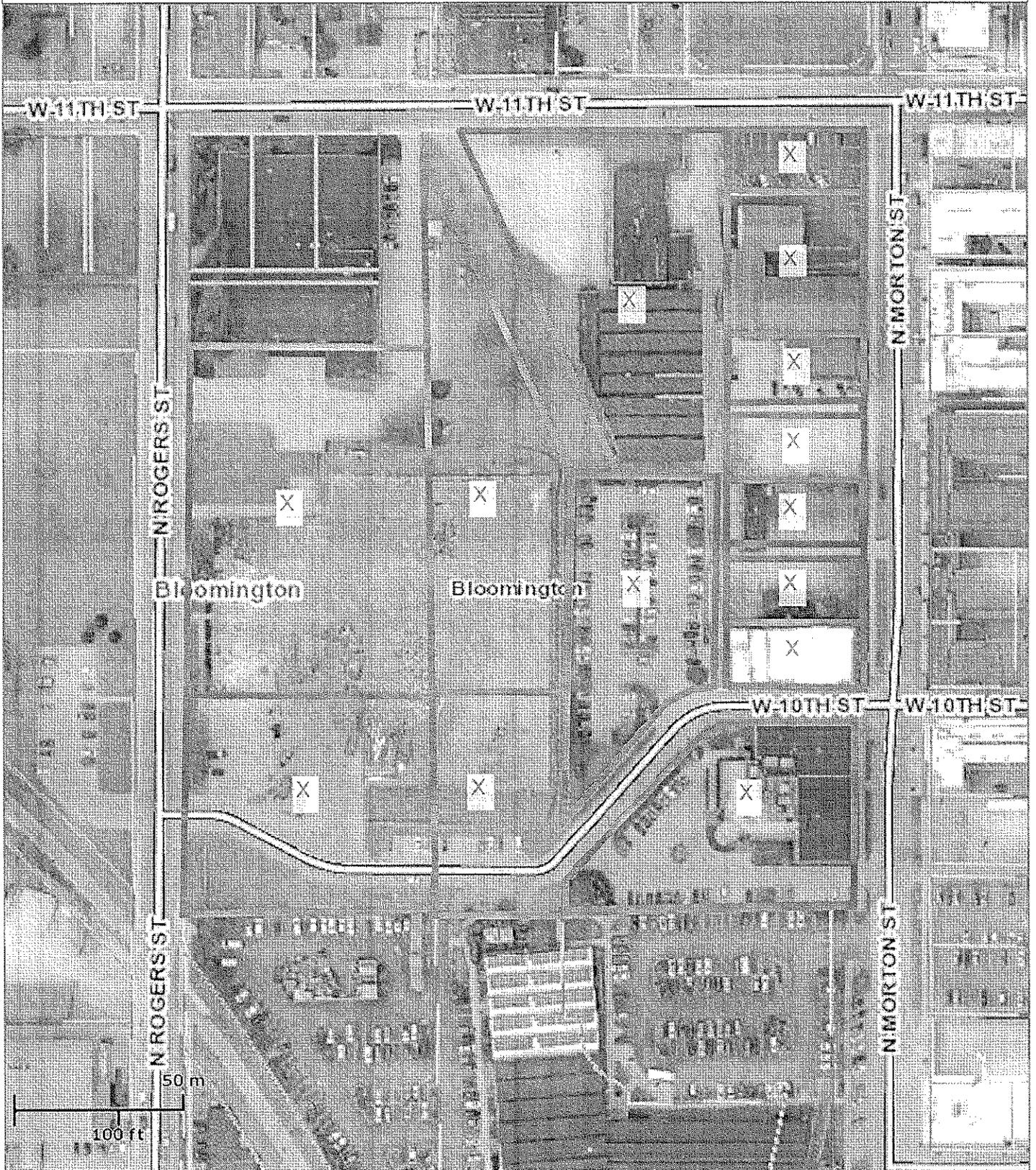
Thank you for the opportunity to submit this proposal for surveying services.

Sincerely,



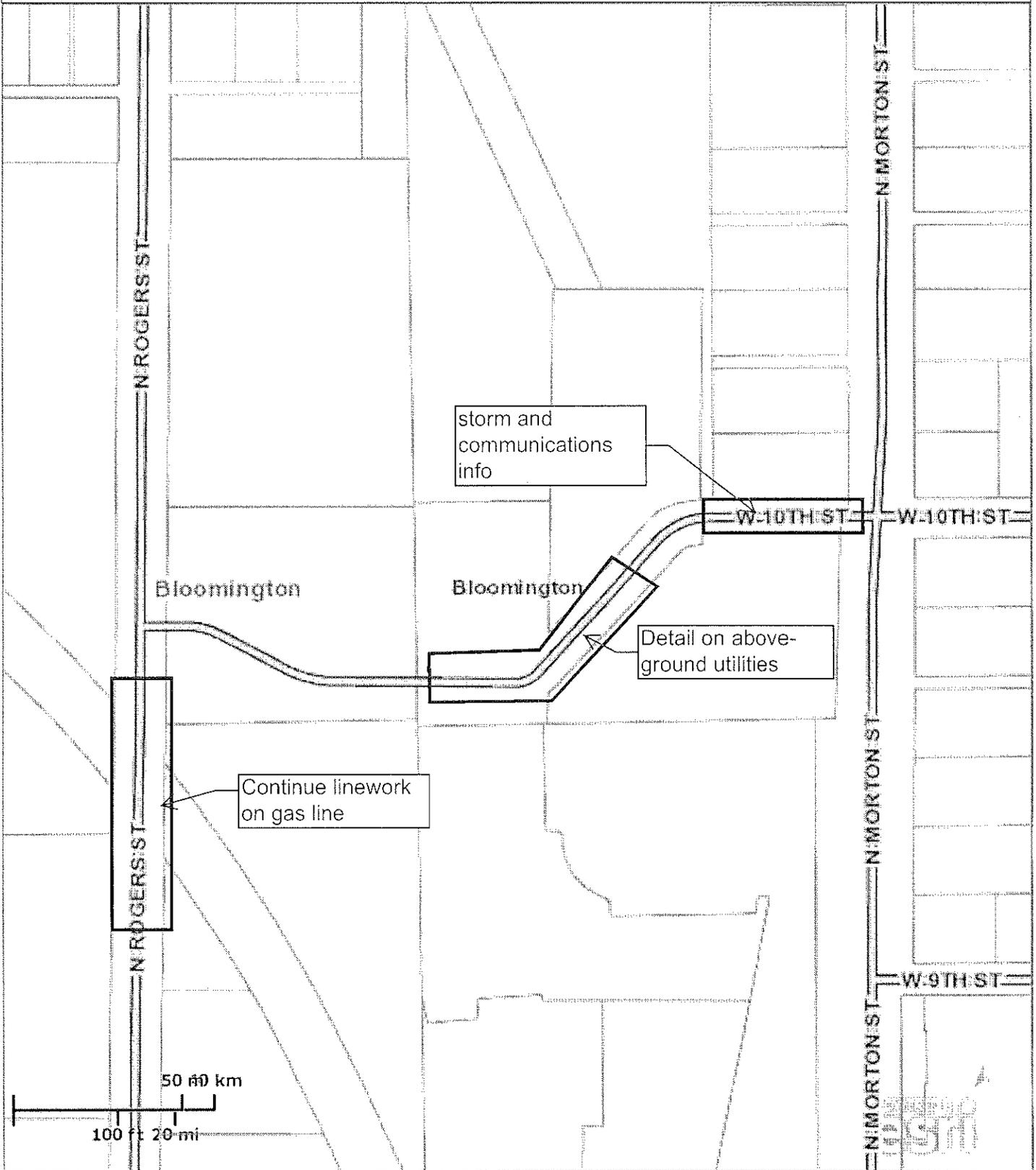
Ben E. Bledsoe, PS
ben@brgcivil.com

Attachment "A"
Parcels for Easement Search



Attachment "B"

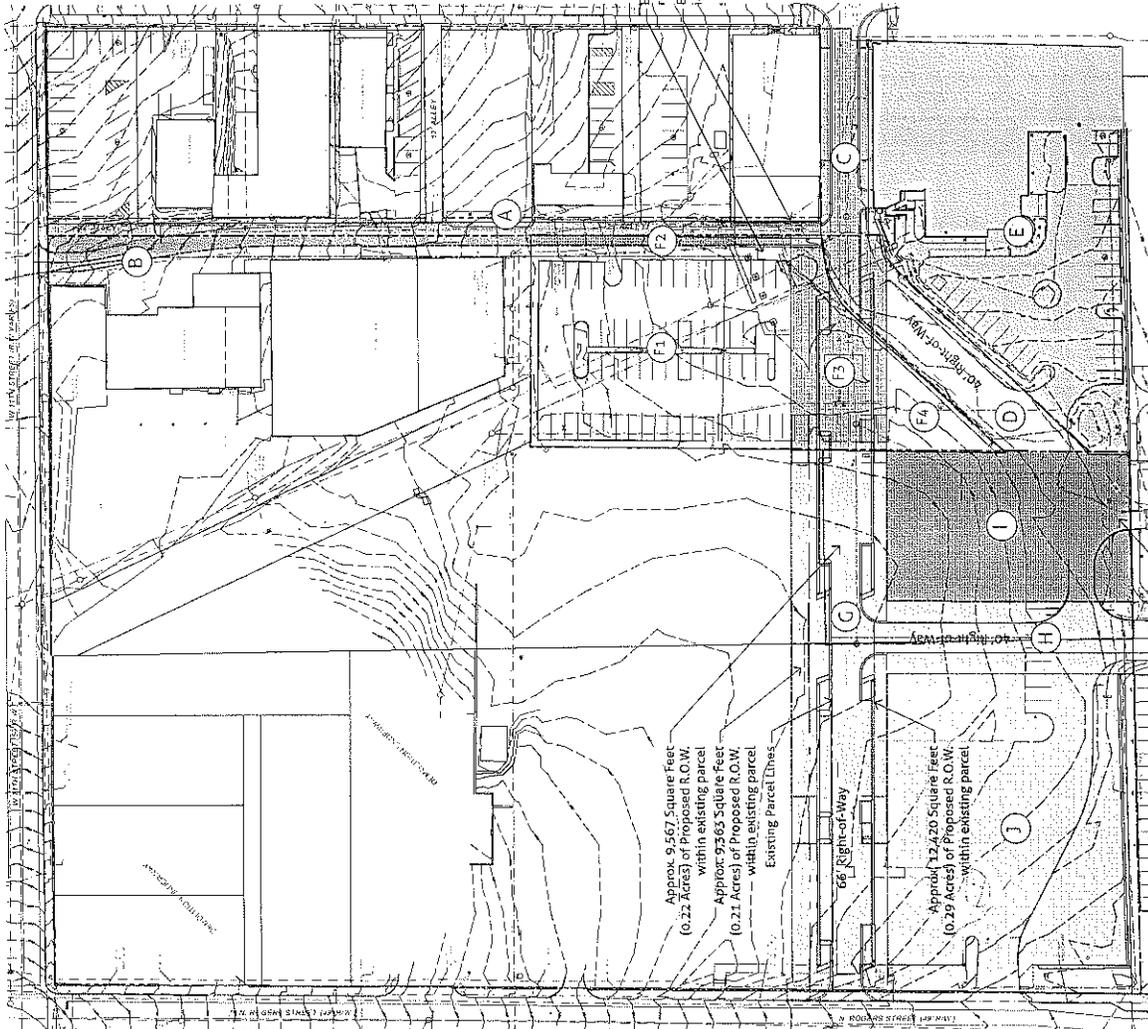
Areas for Additional Survey



Attachment "C"
Rights-of-Way to be dedicated

10TH STREET RE-ALIGNMENT: PARCEL MAP

- A Existing Alley Right-of-Way
 - Owner: City of Bloomington
 - Area: Approx. 6,438 Square Feet (0.15 Acres)
 - Action: Maintain as City of Bloomington R.O.W.
- B Alley Right-of-Way Expansion
 - Owner: Redevelopment Commission
 - Area: Approx. 3,702 Square Feet (0.08 Acres)
 - Action: City of Bloomington to acquire from RDC
- C Existing 10th Street Right-of-Way
 - Owner: City of Bloomington
 - Area: Approx. 6,856 Square Feet (0.16 Acres)
 - Action: Maintain as City of Bloomington Right-of-Way
- D Existing 10th Street Right-of-Way
 - Owner: City of Bloomington
 - Area: Approx. 6,032 Square Feet (0.14 Acres)
 - Action: TBD
- E Solution Tree Property - South Parcel
 - Owner: Solution Tree
 - Area: Approx. 38,635 Square Feet (0.89 Acres)
 - Action: Owner to maintain
- F Solution Tree Property - North Parcel
 - Owner: Solution Tree
 - Area: Approx. 37,055 Square Feet (0.85 Acres)
 - F1: Approx. 25,277 Square Feet (0.58 Acres)
 - F2: Approx. 1,284 Square Feet (0.03 Acres)
 - F3: Approx. 7,494 Square Feet (0.17 Acres)
 - F4: Approx. 3,000 Square Feet (0.07 Acres)
 - Action: Owner and City of Bloomington to negotiate transfer of property
 - F1: RDC to acquire from Owner
 - F2: City of Bloomington to acquire for proposed alley, R.O.W.
 - F3: City of Bloomington or RDC to acquire from Owner?
 - F4: TBD
- G Proposed 10th Street Right-of-Way
 - Owner: Redevelopment Commission
 - Area: Approx. 24,628 Square Feet (0.57 Acres)
 - Action: City of Bloomington to acquire from RDC or Developer?
- H Proposed Madison Street Right-of-Way
 - Owner: Redevelopment Commission
 - Area: Approx. 6,829 Square Feet (0.16 Acres)
 - Action: City of Bloomington to acquire from RDC
- I Parcel I
 - Owner: Redevelopment Commission
 - Area: Approx. 18,385 Square Feet (0.42 Acres)
 - Action: TBD
- J Parcel J
 - Owner: Redevelopment Commission
 - Area: Approx. 38,905 Square Feet (0.89 Acres)
 - Action: TBD



THE TRADES DISTRICT: 10th STREET REALIGNMENT - PARCEL MAP
BLOOMINGTON, INDIANA



Danise Alano-Martin <alanod@bloomington.in.gov>

FW: Title Search Quote

Rachel Oser <roser@brgcivil.com>
To: Danise Alano-Martin <alanod@bloomington.in.gov>

Thu, Sep 24, 2015 at 12:29 PM

Hi Danise,

We got a quote back from TitlePlus! for the easement search. Please see below, it is much cheaper! I believe there are 27 distinct parcels, for a grand total of \$4,050. Lisa said they could probably complete the project by Thanksgiving if they get started soon. I told her that if the City decided to proceed, you would be contacting her directly for a formal proposal. I will be out of the office for the rest of the day today and all of tomorrow, please feel free to contact Ben if you have any questions.

Thanks,

Rachel A. Oser, PS

BLEDSOE RIGGERT & GUERRETTAZ, INC.

LAND SURVEYING - CIVIL ENGINEERING - GIS

1351 W Tapp Road, Bloomington, IN 47403

p: 812-336-8277 c: 812-320-2694

f: 812-336-0817 e: roser@brgcivil.com

From: Lisa Hoover [mailto:lisa.hoover@titleplus.com]
Sent: Tuesday, September 22, 2015 11:06 AM
To: Rachel Oser
Subject: RE: Title Search Quote

Our quote would be \$150.00 per parcel to do a 100 year search.

Sorry for the delay. Let me know if you need anything else.

10/24/2015

City of Bloomington, Indiana Mail - FW: Title Search Quote

Redevelopment Commission Resolution 15-81
Exhibit B

Thanks!

Lisa D. Lawrence

TitlePlus!

328 S. Walnut Street, Suite 3

Bloomington, IN 47401

Phone: (812) 323-8830

Fax: (812) 323-8860

email: lisa.lawrence@titleplus.com

ALTA Universal Company ID 1012584

ALTA Universal Individual ID 1012585

Indiv. Title License #384212

Company Title License #2436220

****Please note new email address****

Please consider the environment before printing this message!!

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From: Rachel Oser [mailto:rosen@brgcivil.com]

we

15-82
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AUTHORIZATION FOR FLAHERTY & COLLINS TO APPEAR BEFORE THE
BLOOMINGTON PLAN COMMISSION REGARDING THE MIDDLE PARCELS IN THE
TRADES DISTRICT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within The Trades District—the name for the City of Bloomington Certified Tech Park—including the 5.9 acres of land shown on Exhibit A, commonly referred to as the Middle Parcels; and

WHEREAS, on September 15, 2015, the RDC approved Resolution 15-67, which approved the Offering Sheet for the Middle Parcels; and

WHEREAS, the Offering Sheet for the Middle Parcels provided that bids on the Middle Parcels would be received on October 20, 2015 at 5:00 p.m.; and

WHEREAS, the RDC received bids on the Middle Parcels on October 20, 2015 at 5:00 p.m., and received two bids, from: (1) Flaherty & Collins, and (2) CTP Partners; and

WHEREAS, Flaherty & Collins has asked for permission to present development plans for the Middle Parcels to the Plan Commission on November 9, 2015 and December 7, 2015; and

WHEREAS, when a developer—such as Flaherty & Collins—wishes to present development plans to the Plan Commission for property it does not own, the Plan Commission requires the property owner grant the developer permission to present the development plans for the property in question; and

WHEREAS, the giving of permission to a developer to present development plans to the Plan Commission does not provide the developer with any exclusive rights to present development plans to the Plan Commission on the property in question, nor does it require the property owner to sell the property in question to the developer; and

WR

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

1. The Redevelopment Commission authorizes Flaherty & Collins to present its building plans to the Plan Commission on November 9, 2015, December 7, 2015, or other meetings of the Plan Commission deemed necessary by the Plan Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

EXHIBIT A



**15-83
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF LPA – CONSULTING CONTRACT WITH EAGLE RIDGE
CIVIL ENGINEERING SERVICES, LLC FOR CONSTRUCTION INSPECTION
OF THE B-LINK TRAIL**

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

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

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

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

WHEREAS, on November 2, 2015, the City brought the RDC a Project Review & Approval Form (“Form”) which asked the RDC to reaffirm its support for the B-Link Trail (formerly known as the Black Lumber Trail); and

WHEREAS, the B-Link Trail serves the Consolidated TIF and is physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-73; and

WHEREAS, Resolution 15-73 identified the Consolidated TIF as a source of funds for the Project; and

WHEREAS, Step 4 of the Form was identified as “Construction Inspection” of the Project, which estimated the cost of Construction Inspection as \$86,400; and

WHEREAS, the City has negotiated an LPA – Consulting Agreement with Eagle Ridge Civil Engineering Services, LLC (“Eagle Ridge”) for Construction Inspection, which is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Construction Inspection of the Project; and

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

1. The RDC reaffirms its approval of the B-Link Trail from Resolution 15-73.
2. The RDC reiterates its statement from Resolutions 15-17 and 15-73 that the B-Link Trail will significantly enhance Bloomington by providing an attractive amenity and increase opportunities for economic development, downtown revitalization, tourism, recreation, traffic mitigation, and improved safety and, accordingly the B-Link Trail serves the public's best interests.
3. The RDC hereby approves payment of an amount not to exceed \$86,400 from the Consolidated TIF for the Construction Inspection of the B-Link Trail to be payable in accordance with the terms of Exhibit A.
4. The funding authorization contained in this Resolution shall begin when the Contract is fully executed and terminate on February 28, 2017, unless extended by the RDC in advance. If the Contract is not fully executed, the funding authorization contained in this Resolution shall have no effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2016 ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Eagle Ridge Civil Engineering Services, LLC ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1382429

Project Description: The Black Lumber Trail is approximately 1,720 feet of new trail extending from the eastern edge of Walnut Street to the western edge of Henderson Street. The trail will provide pedestrian and bicycle infrastructure and linkage to an underserved area of the City of Bloomington, Indiana.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be February 28, 2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 86,400.00.**

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



SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements

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

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

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

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

12. **Non-Discrimination.**

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

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

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

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

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

13. **Disputes.**

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

14. **Drug-Free Workplace Certification.**

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

David Williams
Director of Operations
Department of Parks and Recreation
401 N. Morton Street, Suite 250
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

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

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

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

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

35. Termination for Default.

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

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

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

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

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Brock Ridgway, P.E., Managing Member
Eagle Ridge Civil Engineering Services, LLC

(Print or type name and title)

Signature

Mark Kruzan, Mayor
City of Bloomington

(Print or type name and title)

Signature

Leslie Coyne, President,
Bloomington Parks Commission

(Print or type name and title)

Attest:

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

This scope of work is in support of the City of Bloomington Black Lumber Trail Project within the corporate limits of Bloomington, Indiana.

Project Intent

CONSULTANT shall provide construction administration / inspection services for the City of Bloomington Black Lumber Trail Project consisting of approximately 1,720 feet of new trail.

The goal of the project is to improve connectivity through the new trail extending from the eastern edge of Walnut Street to the western edge of Henderson Street. The trail will provide pedestrian and bicycle infrastructure and linkage to an underserved area of the City of Bloomington, Indiana.

Project Administration/Management/Coordination:

The proposed Project Manager and key personnel will meet with LPA and Indiana Department of Transportation (INDOT) officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication. Progress meetings will be conducted with the LPA representatives to review policy and procedural matters, to identify and solve site specific problems and review progress.

Construction Administration and Inspection

Engineering Personnel

For the Fulfillment of all services outlined below, the CONSULTANT will provide one (1) full-time Project Engineer/Supervisor, and construction inspectors as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained. The Project Engineer/Supervisor will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The Project Engineer/Supervisor will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

Description of Services

1. **Construction Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **Conferences:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings, The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **Liaison:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications applicable deviation observed shall be reported to the LPA and INDOT by the Project Engineer/Supervisor.
 - a. Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Project Engineer/Supervisor will offer information and provide field office numbers to interested parties. If necessary, the Project Engineer/Supervisor will attend and participate in any public information meetings.
4. **Cooperate** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **Assist** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **Assist** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **Equipment:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **Samples:** Obtain field samples of materials to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **Shop drawings:**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. **Review of work, inspection, and tests**
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
 - c. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.

11. **Modification:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. **Records**
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to the LPA.
 - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA.
13. **Reports:** Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **Progress estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **Project responsibility:** The Project Engineer/Supervisor will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **Work Schedule and Suspension:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **Contract Administration:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. **Detail of Typical Report Requirements**
- Several reports will be computer generated through the SiteManager software supplied by INDOT to the project supervisor. The remaining reports will be computer generated on state approved forms. The following is a list of report requirements typical for this project.
- a. Project Administrative Reports
 - i. IC103 Daily Report
 - ii. IC124 Weekly Report for Working Day Contracts Only
 - iii. Weekly Sign and Barricade Inspection Report
 - iv. IC117 Monthly Progress Report
 - v. IC640a Aggregate or Bituminous Report of Quantity
 - vi. IC626 Change Order (will coordinate with LPA)
 - vii. DAC25 Progress Pay Estimate
 - viii. IT611 Material Record
 - ix. IC699 Comparison of Estimates – Original and Final
 - b. Several sources pertaining to how the project is to be monitored and reported. Primary sources that will be used for this contract are the following:

- i. INDOT Standard Specifications with applicable Supplemental Specifications for the project
- ii. INDOT General Instructions to Field Employees
- iii. Manual for Frequency of Sampling and Testing
- iv. INDOT Final Construction Record Guide
- v. INDOT Standards in coordination with the Contract Plans and Specifications

19. **Conflict of Interest:** The CONSULTANT acknowledges and agrees the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including, but not limited to, construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor, or for any of the Contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT of the firm and CONSULTANT have a common director, common officer or common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
2. Unlimited access to the city's geographic information system if available.
3. Advance notice of proposed construction projects that impact construction operations.
4. Advance notice of proposed road closings or parking restrictions that impact construction operations.
5. Access to all traffic signal cabinets.
6. All written views pertinent to the location and environmental studies that are received by INDOT.
7. Available data from the transportation planning process.
8. Utility plans available to INDOT covering utility facilities governing the location of signals and underground conduits throughout the affected areas.
9. Aerial Survey information.
10. Geotechnical investigation, if applicable.

APPENDIX "C"

SCHEDULE:

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

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

| TASK COMPLETE | DAYS FROM NTP |
|----------------------------------|--|
| Submit Final Construction Record | 45 days after construction completion |

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$86,400.00 unless an amendment is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT shall be paid for Contract Administration and Inspection services performed on the basis of actual hours of work performed multiplied by approved billing rates by classification. The maximum contract amount for these services is \$86,400.00. The maximum amount payable to each designation number shall be as follows:
 - i. Des. No. 1382429 - \$86,400.00
3. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore.

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 vouchers shall be submitted to:

David Williams
Director of Operations
Department of Parks and Recreation
401 N. Morton Street, Suite 250
Bloomington, IN 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

2. LPA, for and in consideration of the rendering of the services provided for in Section "A.2" and Section "A.3", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
 - b. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.