

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
December 7, 2015
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – November 17, 2015
- III. EXAMINATION OF CLAIMS** –November 20, 2015 for \$27,400.63 and December 4, 2015 for \$192,075.37
- IV. EXAMINATION OF PAYROLL REGISTERS**–November 13, 2015 for \$28,477.30
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** CTP Update Report
- VI. NEW BUSINESS** –
 - A.** Bid Opening for the West Rogers Parcels
 - B.** Bid Opening for the South of Realigned 10th Street Parcel
 - C. RESOLUTION 15-86:** Approval of Project Review and Approval Form regarding the Tapp Road and Rockport Road Intersection
 - D. RESOLUTION 15-87:** Approval of Project Review and Approval Form regarding the 2nd Street and College Avenue Signal.
 - E. RESOLUTION 15-88:** Approval of Project Review and Approval Form regarding Downtown Curb Ramps
 - F. RESOLUTION 15-89:** Approval of Consulting Agreement with Bruce Carter Associates, LLC regarding the West of Rogers Parcels in The Trades District.
 - G. RESOLUTION 15-90:** Approval of Project Review and Approval Form regarding Boiler Improvements at the Buskirk-Chumley Theater.
 - H. RESOLUTION 15-92:** Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington Located within The Trades District.
 - I. RESOLUTION 15-93:** To Amend Redevelopment Commission Resolution 10-11(West 2nd/Weimer)
 - J. RESOLUTION 15-94:** To Amend Redevelopment Commission Resolution 15-06 (Anderson + Bohlander Design Contract)
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
November 17, 2015
5:00 p.m.

I. ROLL CALL

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

Commissioners Absent: Kelly Smith

Staff Present: Lisa Abbott, Director; Christina Finley, Housing Specialist; Bethany Emenhiser, Program Manger

Others Present: Chris Borland, Envisage; Mike Trotzke, Rough Cut Ventures; David Flaherty, Flaherty & Collins; Matt Fueff, Ratio; Tom Micuda, Director of Planning & Transportation; Susan Sanberg, City Council; Matt David Newton, citizen; Eric Ost, citizen; Kevin Dogan, citizen; Darrell Boggess, citizen; Mark Guyrle, citizen; Elliott Lewis, CTP Partners, LLC; David Ferguson, CTP Partners, LLC; Eric Stolberg, CTP Partners, LLC; Steve Volan, City Council; Amy Savener, citizen; Gordon Hendry, CBRE; Tim Hanson, CTP Partners, LLC; Rob Pendleton, WhimMill, LLC; Michelle Cole, Envisage Technologies; Aaron Wells, citizen; Ron Eid, Limestone Post Magazine; Cedric Savarese, Veer West; Woodrow L. Bessler, citizen; Jacqui Bauer, Sustainability Coordinator; Jackie Scanla, Planning and Transportation, Senior Zoning Planner; Margie Rice, Corporation Council

- II. READING OF THE MINUTES** – Katie Birge stated that at the November 2, 2015 work session she asked CTP Partners how they had been engaging with local tech companies. They responded by stating they were open to talking to local tech companies but didn't have time yet. Katie Birge asked that the response be reflected in the minutes. Elizabeth Kehoe made a motion to approve the November 2, 2015 minutes and the November 2, 2015 work session minutes, with the above correction. John West seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Katie Birge made a motion to approve the claims for November 6, 2015 for \$254,038.68. Elizabeth Kehoe seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – John West made a motion to approve the payroll registers for October 30, 2015 for \$28,477.26. Katie Birge seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
Lisa Abbott stated that Eric Stolberg was under the impression he was asked to attend tonight's meeting to provide additional information on his proposal for The Trades District. Abbott was unaware he was asked to bring additional information to the meeting. She asked the Commissioners how they wanted to proceed. The Commissioner's agreed to allow CTP representatives to speak for the designated five minutes under public comments and evaluate if more time is needed.

A. CTP Update Report. A CTP update report was included in the commission packet. Danise Alano-Martin was present to answer any questions.

Mayor Mark Kruzan spoke regarding The Trades District. He stated that board and commission members are appointed to use their best judgement and he appreciates the fact the Redevelopment Commission is under a lot of pressure. When the 12 acres of land was acquired from Indiana University, the administration was seeking control over land. That was done for three reasons: (1) the tech sector, (2) to make sure we have demographic diversity in the downtown, and (3) to define the community vision. Kruzan believes the Flaherty & Collins proposal accomplishes that. Bloomington has many different opinions and there will never be 100% approval from the community. Bloomington's largest tech sector employer is working with Flaherty & Collins, and seeks to locate in the heart of the Certified Technology Park. Flaherty & Collins is willing to take the risk and sign an unprecedented agreement committing to not allow student housing in its development. Kruzan said there has not been a developer step forward to sign that kind of agreement before.

Danise Alano-Martin stated that in 2005 the Certified Tech Park was certified through the State; an economic development action plan was completed shortly thereafter. Every four years the Certified Tech Park is recertified. In 2010, the Downtown TIF was expanded in order to purchase the 12 acres owned by Indiana University. The City of Bloomington purchased the 12 acres in 2011. This was accomplished with the Redevelopment Commission's leadership, and the City Council's approval of the bonds necessary to purchase the property. The bond included additional funding for infrastructure improvements and allowed us to develop the CTP Master Plan.

In 2014, a Request for Proposal and Notice of Offering was issued on the Showers Administration Building. Only one offer on that building was received. The City worked with the community to acquire additional proposals.

In November 2014 the Drainage and Utility Master Plan was completed—another vision document preparing us for the infrastructure improvements.

In October 2014 a Request for Proposal on 14.84 acres was issued requesting development proposals on all or part of that acreage. Six responses were received by the December 2014 deadline.

An architect and engineering team was engaged for 10th Street and alley improvements and the utility improvements required to support modern infrastructure in The Trades District's redevelopment.

Only one response was backed by the tech sector and included tech office space. That proposal (with Flaherty & Collins) is the proposal the City pursued. A Letter of Intent was taken to the Redevelopment Commission in September 2015.

A Notice of Offering was issued on two parcels north of the Showers Administration Building, including the Service Garage. A Notice of Offering was also issued on 5.9 acres (which was a subset of the 14.84 acres purchased from IU). In September 2015 the Redevelopment Commission directed the City of Bloomington to work with First Capital on a purchase agreement for the Showers Administration Building and Service Garage.

Two bids were received in October 2015 for the 5.9 acres. Alano-Martin said part of attracting and retaining employment is to focus on a live, work, play environment which, has been discussed since we issued the RFQ to firms regarding the creation of the Master Plan. There needs to be an assessment of housing needs and a realistic strategy to address housing demands, workforce housing, and affordable senior housing. The Master Plan states the tech and commercial area occupies the core of the CTP. Alano-Martin stated it's recommended that this mixed-use environment is integrated into downtown. Having mixed use development can be a sustainable development. Single use development is not the most urban approach. The focus is on sustainable urban development while nurturing creativity and entrepreneurship through a technology neighborhood. She explained sustainability, Historic Preservation and Economic Development need to be integrated. We need to diversify downtown with housing while having options for tech park employees and active seniors. We need to enhance public amenities to serve the businesses, employees and visitors, along with private investors we want to see in The Trades District. There needs to be flexible office space for technology start-ups. The Master Plan calls for parking garages that are strategically located both to residential and employment with commercial uses on the first floor. A pedestrian friendly environment, design and parking is very important.

- **Presentation from CBRE regarding The Trades District Bids.**

Gordon Hendry provided the commission with hard copies of his presentation.

CBRE is the City's advisor and the largest real estate broker in the State of Indiana and the United States. The RFP was developed by CBRE and approved by the Redevelopment Commission. It was issued publicly and well circulated throughout Bloomington, Indiana and the Midwest. All responses were reviewed by CBRE. CBRE determined the Flaherty & Collins proposal was the best one to pursue. Early negotiations began in early 2015 and throughout the summer and culminated in the LOI that was presented to the Redevelopment Commission in September 2015. Subsequent to that, the Redevelopment Commission approved a formal legal Notice of Offering which resulted in the additional proposal from CTP Partners. The City of Bloomington intends to leverage the redevelopment of the property to further its goals to create an innovation district. The intent is to strongly align with the vision outlined in the Master Plan. The Master Plan envisions and encourages high technology, research and development, mixed office, retail, and residential where the residential units meet a professional workforce housing demand.

Gordon Hendry outlined the key features of both proposals side by side. The Flaherty & Collins proposal has less density in terms of housing units, new office square footage and new construction square footage. Both proposals propose renovating the Dimension Mill and Kiln for tech office, co-work and event space; have proposed parks in different locations; are equivalent in terms of total project cost, generated tax revenues, and have similar retail square footage and parking. However, CTP Partners proposed 102 street metered parking spaces.

CTP Partners requested an additional \$5 million dollars not including Madison Street. If the Redevelopment Commission was to determine metered parking unnecessary, that cost would decrease by approximately \$450,000.

Gordon Hendry stated time is of the essence and it is important that the RDC move forward with one of the two proposals. The risks of delay include potentially losing tech companies, talent and the overall harm to Bloomington's tech economy. The capital markets are

uncertain, creating uncertain financing climates, and economic and political climates. Additionally, there is the rising cost of labor and materials.

CBRE recommends the Flaherty & Collins, Rough Cut Ventures proposal. Gordon Hendry explained CTP Partners is a local respected developer and has a number of successful projects. However, under their current proposal it would require \$5 million dollars of additional tax payer funds invested into their project. Flaherty & Collins is an experienced and respected national developer based in Indiana. This project will retain and grow the local tech headquarters.

The recommended next steps for the Redevelopment Commission is to select a preferred developer, negotiate the project agreement with assistance from City Staff and Corporation Council, approve a project agreement, execute the project agreement, receive Plan Commission approval, and close on the property.

Sue Sgambelluri stated during the presentation, one of the slides outlined a pre-proposal meeting between November and December 2014. She asked Gordon Hendry to clarify CBRE's role during that period. Gordon Hendry stated CBRE worked with many developers and investors throughout the country and Midwest while building relationships and simply marketing the property.

Sue Sgambelluri asked what attributed to the lack of proposals received. Gordon Hendry stated if the RFP was primarily residential and did not exclude students there would have been more proposals. Excluding student housing cut out an entire market. Also, developers are reluctant to work with cities when doing development projects and shy away from the challenge of participating in a public process. Sue Sgambelluri asked what CBRE does to respond to those concerns.

Gordon Hendry explained they provide information. The RFP itself is a very detailed document.

Katie Birge asked why the RFP process and the Notice of Offering process were so far apart. Danise Alano-Martin stated from December to March we were talking to all six of the responders while working on the Administration Building. Gordon Hendry stated there is no right answer. He believes the City made a judgement call. In October 2014 it was unclear if there was going to be a deal with Flaherty and Collins. It was uncertain in August 2015 if we would be able to reach a letter of interest with Flaherty and Collins. When the City realized there was potential for a real deal, the Notice of Offering was issued. He also stated from a process point at least one member of the CTP Partners team was at the pre-proposal meeting.

- **Recommendation to Begin Negotiations with Flaherty & Collins on a Project Agreement.** Thomas Cameron stated negotiations will not begin until November 20, 2015.

John West stated supporting one administration over the other or giving a proposal more time to catch up is not relevant. He feels a tremendous amount of time and effort was put into creating the Master Plan and is a guide by which we need to either operate from or revisit. West stated his vote will not be based on one proposal or another. His concern is the density and mass of residential units. He believes we may need to make potential changes to the Master Plan.

Elizabeth Kehoe stated she sees a lot of strengths in the Flaherty & Collins proposal and appreciates the rehab of the historic buildings and the Rough Cut Ventures partnership. She likes connecting the new with the old, greenspace, park and outdoor space, and the pedestrian connection. She stated the renderings have a better appeal and look. She also stated the weakness in both proposals is the high density and residential units and does not want to pass this onto the Plan Commission without having something workable. Kehoe proposed continuing with both developers.

Sue Sgambelluri stated she understands and agrees with the importance of developing a tech park for the City of Bloomington; the need for tech space; diversified housing and community development; the need for development that blends with residential and office space. She understands that mixed use, the advantage of guaranteed tax revenue, and the need to focus on a significant amount of residential makes sense.

Sue Sgambelluri is concerned that only two proposals were received which makes her question if the tech community and the City is being well served. CTP Partners mentioned a hotel in their proposal tonight which changes things considerably in terms of the questions we ask. Flaherty & Collins has reduced the number of residential units in their proposal which is helpful. The proposals are shifting and worth noting. She agrees with John West, these proposals are a deviation of what is in the Master Plan.

Sue Sgambelluri is not confident that we can keep this focused on professionals and seniors and keep student housing out of this mix. She does not think having off cycle leases will be enough.

Katie Birge stated she does not know what the solution to keeping out student housing, however, if it gets us closer to not having student housing then we are accomplishing something.

Katie Birge stated she also shares the same concerns as the other commissioners, however, because she works so close with the tech community her vote will be based on what the tech community expresses.

David Walter likes the competition. He was pleased to have equal qualified developers with very good presentations and information. He also went back and looked at the Master Plan. David Walter suggested moving forward with both developers.

Elizabeth Kehoe made a motion to move forward with both firms; Flaherty & Collins and CTP Partners. Katie Birge seconded the motion. Sue Sgambelluri requested a vote call - John West, no; Elizabeth Kehoe, yes; Sue Sgambelluri, no; Katie Birge, yes; David Walter, yes. The motion passes with a 3-2 vote.

All commissioners thanked both developers for their time effort and great proposals.

- **Public Comment.** A sheet was distributed for the public to sign up if they wanted to speak. Each speaker was limited to 5 minutes.

Eric Stolberg stated they started late in this process and quickly progressed in the last 30 days. CTP Partners is proposing a new revolutionary midscale brand of Hilton hotel. Eric Stolberg distributed information to the Redevelopment Commission about the Hilton concept. It is a brand new concept called Project Canvas. The hotel will

have 98 keys and add diversity of use. It will help tech people recruit and service the community as well. The whole concept is geared toward the millennial traveler. Stolberg distributed a letter of interest from Good Hospitality Services Inc. who will be developing the hotel. Eric Stolberg asked that the Redevelopment Commission also agree to work CTP Partners on a project agreement and not just Flaherty and Collins. He wants both companies to go through the project agreement process just as they are both going through the Planning process. He stated they would like the opportunity to sit down with CBRE. CBRE has had numerous meetings with Flaherty & Collins.

Tim Hanson gave a brief update on their status in the Plan Commission process. CTP Partners is on the Plan Commission agenda for February 8, 2016.

David Ferguson stated he likes being able to see the proposals side by side. However, some of the CTP Partners benefits that were not included on the side by side proposal slide include \$1.2 million dollars in additional revenue to the City within a ten year period from the 102 surface parking spaces, possible not-for-profit ownership of the Mill and Kiln, and a greater share of office space that will pay greater taxes. Office space is assessed a higher value than residential space. Also, a hotel is assessed at a higher rate than residential. He asked that those points be reflected on the chart as well. David Ferguson stated CTP Partners' proposal may be initially more expensive, however will have greater long-term payback.

Elizabeth Kehoe asked why CTP Partners came in late to the process and are now trying to catch up. Eric Stolberg stated when CTP Partners saw the LOI they were shocked; that is not what was contemplated in the CTP Master Plan at all. Katie Birge asked what about the RFP made you think that was not an expectation. Eric Stolberg stated the he was told the project had to be tech and office so he took the City at their word. He was shocked when he saw what was being negotiated. It was a very confusing process. Katie Birge read from the RFP, "ideal for multi-family housing that specifically addresses the need for workforce housing or live-work apartments or condo and mixed income and affordable housing and/or active senior and multi-age group housing." While Bloomington overall is an attractive market for college student housing the City's goal for these properties is to diversify into different housing markets. Katie Birge asked why CTP Partners did not respond to the original RFP. Eric Stolberg stated they were not interested in developing the entire 14 acres. The LOI in the paper was what brought us to the table; it was a completely different project and was an entirely different proposal that was contemplated in the Master Plan. CTP Partners went to the meeting that explained the things that were in the LOI. Katie Birge asked how many tech companies CTP Partners has spoken with since they presented to the Redevelopment Commission. Eric Stolberg stated they have not had the opportunity but would love to have that opportunity to reach out to tech companies. They are focused on trying to catch up and provide the Redevelopment Commission with enough information to have a viable discussion about both of the proposals. Eric Stolberg said they will be reaching out to the tech companies.

Elliott Lewis stated he is the largest and most consistent developer in downtown Bloomington. He was informed by Tom Micuda, apartments could not be built on Morton Street on that site contiguous to the Tech Park. Elliott Lewis stated he has not received a call from Gordon Hendry or the City of Bloomington to discuss the CTP proposal; he would have welcomed the opportunity to sit down and speak with them.

Sue Sgambelluri asked what the presence of a hotel will do to the proposed 245 residential units. Eric Stolberg stated it will be reduced by 50 units.

Amy Savener asked what the square footage is on the residential units. Danise Alano-Martin stated it varies on each proposal. CTP Partners proposal has changed since their last presentation and Flaherty & Collins has reduced the number of their units. David Flaherty stated the average size is 830 square feet. Amy Savener doubts the promise of no college students; there are always ways to get around that. It seems the goal of demographic balance is not met by these proposals. She does not think the proposals show enough greenspace or public recreation space.

Mike Trozke stated he believes the opportunity to build and fill this space is close to expiring. He believes the only thing that has kept the tech companies excited for so long is the commitment from Mark Kruzan that he would get the Tech Park finished. Mike Trozke stated CTP Partners is behind because they did not participate in the original RFP and does not believe Flaherty & Collins should lose Envisage as a tenant by delaying the process. The tech community does not benefit by waiting to proceed. The purpose of this entire project is to help the tech community.

John Hamilton stated he is excited about the Tech Park and wants to see it move forward. He has talked with two CEO's of large tech companies in Bloomington, giving his commitment to the completion of the Tech Park and made clear it is very important to finish and do right. He agrees with Mark Kruzan's three goals for the Tech Park: (1) tech sector, (2) geographic balance, and (3) community vision. Hamilton stated we have two good proposals and is not in favor or against either proposal. There are a lot of moving parts and uncertainty. He believes there is a lot more due diligence on the City's part. He does not see how it is possible to transfer title of land before the end of 2015. There is no way to get through all of the processes.

VI. NEW BUSINESS –

- A. RESOLUTION 15-68:** Approval of Project Review and Approval Form regarding Sustainability Projects, including Roof /Awning Upgrades and Solar Panel Installation in Various Public Facilities. This project seeks support to move forward and solicit bids for three broad sustainability projects: (1) the installation of a full white roof at City Hall and the Police Station; (2) the installation of improved awnings over the Showers Plaza; and (3) the installation of solar panels at City Hall, on the improved Showers Plaza awnings, at the Police Station, and at the Animal Shelter. Jacqui Bauer stated these projects increase our ability to provide services to the community and very broadly to the economic development community. This project will reduce our operational cost and allow us to put funds in our other key services and facilities. The estimated full cost of the project is \$921,750. Jacqui Bauer stated since 2006 we have dropped our energy consumption at City Hall by over 50%, by making large investments in efficient LED lights and changing operational processes. In that same amount of time we have seen the per watt cost of solar panels drop from \$8 dollars per kilowatt-hour to \$3 per kilowatt-hour (or less). White roofs actually increase the efficiency of solar panels by keeping the solar panels cooler (which increases their efficiency). The City Hall roof will be replaced by a white roof. The energy savings should result in a payback between 20 and 24 years. The life expectancy for solar panels is 25 years. The roof will last longer due to the fact the solar panels will be absorbing the UV rays from the sun. The 25 year life expectancy for the

solar panels is their warranted life. It is not uncommon for solar panels to be working for 30-35 years. Elizabeth asked if there was discussion regarding placing solar panels and white roofs on historic buildings. Lisa Abbott stated a COA from the HPC would be required for the historic buildings. John West stated it seems pre-mature to do anything at the Animal Shelter until we know if there is going to be remodeling or demolition. He does not want to duplicate funds. Thomas Cameron stated the project review form for the Animal Shelter was looking at the remodel of the existing structure; it will include a roof. The only aspect of this project that will pertain to the Animal Shelter is the solar panels. Thomas stated that he believes an RFP has been issued for the Animal Shelter project which will be coming back to the RDC soon.

Sue Sgambelluri made a motion to approve Resolution 15-68. Katie Birge seconded the motion. The board unanimously approved.

- B. RESOLUTION 15-84:** Notice of Offering Sheet for Redevelopment Commission Property Located within The Trades District. Danise Alano-Martin distributed a map to the commission as a visual aid. She stated the RDC has identified a land swap with Morton Street Properties, LLC as a potential way to acquire the necessary right of way to realign West 10th Street. Staff has prepared an Offering Packet – which includes a Notice of Offering, Offering Sheet, and Instructions to Bidders for the South of Realigned 10th Street Parcel. In order to publicly offer property for sale the Redevelopment Commission must publish notice in the Herald Times. This resolution will also authorize the City of Bloomington to expend an amount not to exceed \$200 from the CTP Bond Fund for the cost of publishing the Notice of Offering.

Katie Birge made a motion to approve Resolution 15-84. Elizabeth Kehoe seconded the motion. The board unanimously approved.

- C. RESOLUTION 15-85:** To Amend the Funding Approval in Resolution 15-78. Thomas Cameron stated Resolution 15-85 corrects a typo in Resolution 15-78. Resolution 15-78 approved a funding amount of \$1,388,700 and the contract is for \$1,338,700. John West made a motion to approve Resolution 15-85. Katie Birge seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT



MARK KRUZAN
MAYOR

JEFFREY H. UNDERWOOD, CPA
CONTROLLER

CITY OF BLOOMINGTON

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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 11-9-15 to 11-20-15. 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

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 11-9-15 to 11-20-15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment.

Thomas D. Cameron

Thomas D. Cameron
Assistant City Attorney



Board of Redevelopment Claim Register

Invoice Date Range 11/09/15 - 11/20/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund											
Department 15 - HAND											
Program 150500 - Housing											
Account 53960 - Grants											
15 - Big Brothers Big Sisters Of Monroe County, INC	Beaugard-Oct 15	15-JHSF-specialist Beaugard-10/12-	Paid by EFT # 9852		11/09/2015	11/09/2015	11/20/2015		11/20/2015	918.26	
421 - Centerstone Of Indiana, INC	Sept 2015 Inv.	15-JHSF-RFD Outreach -September	Paid by EFT # 9866		11/09/2015	11/09/2015	11/20/2015		11/20/2015	2,850.00	
Account 53960 - Grants Totals										Invoice Transactions 2	\$3,768.26
Program 150500 - Housing Totals										Invoice Transactions 2	\$3,768.26
Program 151000 - Neighborhood											
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	3281361419	15-Neighborhood Office Supplies-markers, pens,	Paid by EFT # 9986		11/09/2015	11/09/2015	11/20/2015		11/20/2015	41.51	
Account 52110 - Office Supplies Totals										Invoice Transactions 1	\$41.51
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	00070 a	15-Neighborhood Training	Paid by Check # 61853		11/09/2015	11/09/2015	11/20/2015		11/06/2015	25.00	
Account 53160 - Instruction Totals										Invoice Transactions 1	\$25.00
Account 53960 - Grants											
3726 - Bryan Park Neighborhood Association	585Grant2015	15-Small and Simple Grant for Bryan Park	Paid by EFT # 9863		11/09/2015	11/09/2015	11/20/2015		11/20/2015	1,000.00	
1643 - Designscape Horticulture Services, INC	20775	15-Neighborhood Imp Grant 2014-Spicewood	Paid by EFT # 9877		11/09/2015	11/09/2015	11/20/2015		11/20/2015	3,313.14	
618 - Everywhere Signs, LLC	46165	15-Neighborhood Imp Grant 2014-Spicewood	Paid by EFT # 9886		11/09/2015	11/09/2015	11/20/2015		11/20/2015	3,650.00	
Account 53960 - Grants Totals										Invoice Transactions 3	\$7,963.14
Program 151000 - Neighborhood Totals										Invoice Transactions 5	\$8,029.65
Program 151600 - Title 16											
Account 52410 - Books											
3560 - First Financial Bank / Credit Cards	100290256	15-Title 16 - Books	Paid by Check # 61853		11/09/2015	11/09/2015	11/20/2015		11/06/2015	141.00	
Account 52410 - Books Totals										Invoice Transactions 1	\$141.00
Account 53320 - Advertising											
323 - Hooser Times, INC	1766915	15-Title 16 Adv.-full run-10/21/15	Paid by EFT # 9904		11/09/2015	11/09/2015	11/20/2015		11/20/2015	90.13	
Account 53320 - Advertising Totals										Invoice Transactions 1	\$90.13
Account 53990 - Other Services and Charges											
1225 - Lisa P Abbott	716512	15-reimb. for Mo Co Apartment Assoc. lunch	Paid by EFT # 9842		11/09/2015	11/09/2015	11/20/2015		11/20/2015	40.00	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1	\$40.00
Program 151600 - Title 16 Totals										Invoice Transactions 3	\$271.13
Program 152000 - Historic Preservation											
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	18269750	15-HPC Training	Paid by Check # 61853		11/09/2015	11/09/2015	11/20/2015		11/06/2015	99.00	
Account 53160 - Instruction Totals										Invoice Transactions 1	\$99.00
Program 152000 - Historic Preservation Totals										Invoice Transactions 1	\$99.00
Department 15 - HAND Totals										Invoice Transactions 11	\$12,168.04
Fund 101 - General Fund Totals										Invoice Transactions 11	\$12,168.04
Fund 250 - CDBG											
Department 15 - HAND											
Program 150000 - Main											
Account 53990 - Other Services and Charges											
47 - Community Kitchen Of Monroe County, INC	Oct 2015 Meals	15-CDBG-meals Oct 2015-935 @ \$1.93	Paid by EFT # 86		11/09/2015	11/09/2015	11/20/2015		11/20/2015	1,804.55	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1	\$1,804.55
Program 150000 - Main Totals										Invoice Transactions 1	\$1,804.55
Department 15 - HAND Totals										Invoice Transactions 1	\$1,804.55
Fund 250 - CDBG Totals										Invoice Transactions 1	\$1,804.55
Fund 254 - HOME											
Department 15 - HAND											
Program 150000 - Main											
Account 53990 - Other Services and Charges											
504 - Bloomington Housing Authority	July 2015 Inv	15-TBRA Funding Agreement for 2015-	Paid by Check # 5424		11/09/2015	11/09/2015	11/20/2015		11/20/2015	3,267.00	
504 - Bloomington Housing Authority	Aug 2015 Invoice	15-TBRA Funding Agreement for 2015-	Paid by Check # 5424		11/09/2015	11/09/2015	11/20/2015		11/20/2015	2,936.00	
504 - Bloomington Housing Authority	Sept 2015 Inv	15-TBRA Funding Agreement for 2015-	Paid by Check # 5424		11/09/2015	11/09/2015	11/20/2015		11/20/2015	2,111.00	
4483 - City Lawn Corporation	10709	15-HOME Misc. Admin-182-Evergreen-	Paid by Check # 5425		11/09/2015	11/09/2015	11/20/2015		11/20/2015	30.00	
618 - Coffman Roofing / Construction Inc.	5007	15-HOME OOR for Decastro Hall Invoice	Paid by Check # 5426		11/09/2015	11/09/2015	11/20/2015		11/20/2015	2,050.00	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 5	\$10,394.00
Program 150000 - Main Totals										Invoice Transactions 5	\$10,394.00
Department 15 - HAND Totals										Invoice Transactions 5	\$10,394.00
Fund 254 - HOME Totals										Invoice Transactions 5	\$10,394.00
Fund 256 - Special Grants											
Department 15 - HAND											
Program 150002 - Housing Counseling											
Account 53990 - Other Services and Charges											
4098 - Equifax Information Services, LLC	9415552	15-Housing Counseling Credit Services	Paid by EFT # 9885		11/09/2015	11/09/2015	11/20/2015		11/20/2015	\$9.04	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1	\$9.04
Program 150002 - Housing Counseling Totals										Invoice Transactions 1	\$9.04

				Department 15 - HAND Totals		Invoice Transactions 1			
				Fund 256 - Special Grants Totals		Invoice Transactions 1		\$59.04	
Fund 444 - RDC									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
4483 - City Lawn Corporation	10710	15-CTP Maint- 110/Rogers-mowing # 61876	Paid by Check	11/09/2015	11/09/2015	11/20/2015	11/20/2015	100.00	
4483 - City Lawn Corporation	10707	15-CTP Maint-600 Block of N. Rogers-mowing # 61876	Paid by Check	11/09/2015	11/09/2015	11/20/2015	11/20/2015	100.00	
4483 - City Lawn Corporation	10708	15-CTP Maint-601 N. Horton-mowing # 61876	Paid by Check	11/09/2015	11/09/2015	11/20/2015	11/20/2015	25.00	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$225.00
							Program 150000 - Main Totals	Invoice Transactions 3	\$225.00
							Department 15 - HAND Totals	Invoice Transactions 3	\$225.00
							Fund 444 - RDC Totals	Invoice Transactions 3	\$225.00
Fund 975 - Surplus CTP Bond									
Department 15 - HAND									
Program 150000 - Main									
Account 53990 - Other Services and Charges									
481 - First Appraisal Group, INC	10-15-125	15-RDW appraisal-The Trades Dist. Parcel 1-w # 61883	Paid by Check	11/09/2015	11/09/2015	11/20/2015	11/20/2015	1,500.00	
317 - Gilbert S. Mardoh & Co., INC	File #34870	15-RDW Appraisal- Parcel 1 on W. 10th-File 9891	Paid by EFT #	11/09/2015	11/09/2015	11/20/2015	11/20/2015	1,250.00	
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$2,750.00
							Program 150000 - Main Totals	Invoice Transactions 2	\$2,750.00
							Department 15 - HAND Totals	Invoice Transactions 2	\$2,750.00
							Fund 975 - Surplus CTP Bond Totals	Invoice Transactions 2	\$2,750.00
							Grand Totals	Invoice Transactions 23	\$27,400.63

REGISTER OF SPECIAL 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>
11/20/2015	Claims				27,135.63
11/8/2015	Sp Utility Cks				265.00
					<u>27,400.63</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of ~~27,400.63~~ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of ~~27,400.63~~

Dated this 18 day of Nov year of 20 15.

Sue Gambell _____

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 5-11-10-1.8.

Fiscal Office _____

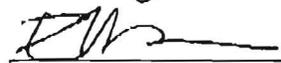
REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/20/2015	Claims				27,135.83
11/6/2016	Sp Utility Cka				266.00
					<u>27,401.83</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of ~~claims~~ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of ~~27,401.83~~

Dated this 18 day of NOV year of 2015.



Elizabeth A. Kehoe

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 6-11-10-1.B.

Fiscal Office _____

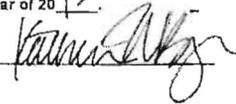
REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/20/2015	Claims				27,136.63
11/8/2016	Sp Utility Cks				266.00
					27,402.63

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 27,402.63

Dated this 9 day of Nov year of 2015.



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

Fiscal Office _____



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 11-23-15 to 12-4-15. 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

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 11-23-15 to 12-4-15 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.

A handwritten signature in black ink, appearing to read "T. D. Cameron".

Thomas D. Cameron
Assistant City Attorney



Board of Redevelopment Claim Register

Invoice Date Range 11/23/15 - 12/04/15

Vendor	Invoice No.	Invoice Description	Status	Hold Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund Department 15 - HAND Program 150500 - Housing Account 53960 - Grants											
15 - Big Brothers Big Sisters Of Monroe County INC	BEAURG11/13/15	15-JHSSF-match support spec.-E.	Paid by EFT # 10947		11/24/2015	11/24/2015	12/04/2015	12/04/2015		1,060.80	
18311 - New Leaf/New Life, INC	11.8.2015	15-JHSSF-extra casework hours-October	Paid by EFT # 10139		11/24/2015	11/24/2015	12/04/2015	12/04/2015		960.00	
1618 - Shalom Community Center INC	OCT2015expenses	15-JHSSF-Salary/benefits for Oct	Paid by EFT # 10172		11/24/2015	11/24/2015	12/04/2015	12/04/2015		5,226.60	
1618 - Shalom Community Center INC	PUREWASH-2015	15-JHSSF-IPWS collaboration-EdenPure	Paid by EFT # 10172		11/24/2015	11/24/2015	12/04/2015	12/04/2015		091.00	
Account 53960 - Grants Totals										Invoice Transactions 4	<u>\$8,138.40</u>
Program 150500 - Housing Totals										Invoice Transactions 4	<u>\$8,138.40</u>
Program 151000 - Neighborhood Account 53960 - Grants Carol Gulyas											
52948 - Mays Greenhouse, LLC	REIMB-SS Grant	15-SS Grant-Near West Side Neighborhood	Paid by Check # 62054		11/24/2015	11/24/2015	12/04/2015	12/04/2015		34.58	
	23979	15-SS Grant-St James Woods-	Paid by EFT # 10133		11/24/2015	11/24/2015	12/04/2015	12/04/2015		594.98	
Account 53960 - Grants Totals										Invoice Transactions 2	<u>\$629.56</u>
Program 151000 - Neighborhood Totals										Invoice Transactions 2	<u>\$629.56</u>
Program 151600 - Title 16 Account 52420 - Office Supplies 53442 - Paragon Micro, INC											
	634283	15-Title 16-staples for copier	Paid by EFT # 10147		11/24/2015	11/24/2015	12/04/2015	12/04/2015		42.99	
Account 52420 - Office Supplies Totals										Invoice Transactions 1	<u>\$42.99</u>
Account 52420 - Other Supplies 9523 - Freedom Business Solutions, LLC											
	8572	15-Title 16-black toner	Paid by EFT # 10089		11/24/2015	11/24/2015	12/04/2015	12/04/2015		199.00	
Account 52420 - Other Supplies Totals										Invoice Transactions 1	<u>\$199.00</u>
Program 151600 - Title 16 Totals										Invoice Transactions 2	<u>\$241.99</u>
Program 152000 - Historic Preservation Account 53230 - Travel 5323 - Bethany Emmentiser											
	TRAVELREIMB	15-HPC Travel reimb. Washington DC-meals	Paid by EFT # 10079		11/24/2015	11/24/2015	12/04/2015	12/04/2015		382.00	
Account 53230 - Travel Totals										Invoice Transactions 1	<u>\$382.00</u>
Program 152000 - Historic Preservation Totals										Invoice Transactions 1	<u>\$382.00</u>
Department 15 - HAND Totals										Invoice Transactions 9	<u>\$9,391.95</u>
Fund 101 - General Fund Totals										Invoice Transactions 9	<u>\$9,391.95</u>
Fund 250 - CDBG Department 15 - HAND Program 150000 - Main Account 53990 - Other Services and Charges											
2002 - Boys & Girls Club Of Bloomington, INC	Pay10/1-10/31/15	15-CDBG-pay period 10/1-10/31/15	Paid by EFT # 87		11/24/2015	11/24/2015	12/04/2015	12/04/2015		2,606.01	
56 - Middle Way House, INC	JULY2015	15-CDBG Middle Way House - DVS-July 2015	Paid by EFT # 88		11/24/2015	11/24/2015	12/04/2015	12/04/2015		3,316.56	
56 - Middle Way House, INC	AUGUST2015	15-CDBG Middle Way House - DVS-August	Paid by EFT # 88		11/24/2015	11/24/2015	12/04/2015	12/04/2015		1,909.33	
56 - Middle Way House, INC	SEPTEMBER2015	15-CDBG Middle Way House - DVS-September	Paid by EFT # 88		11/24/2015	11/24/2015	12/04/2015	12/04/2015		2,254.71	
56 - Middle Way House, INC	OCTOBER2015	15-CDBG Middle Way House - DVS-October	Paid by EFT # 88		11/24/2015	11/24/2015	12/04/2015	12/04/2015		3,148.95	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 5	<u>\$13,235.56</u>
Program 150000 - Main Totals										Invoice Transactions 5	<u>\$13,235.56</u>
Department 15 - HAND Totals										Invoice Transactions 5	<u>\$13,235.56</u>
Fund 250 - CDBG Totals										Invoice Transactions 5	<u>\$13,235.56</u>
Fund 254 - HOME Department 15 - HAND Program 150000 - Main Account 53990 - Other Services and Charges											
504 - Bloomington Housing Authority	TBRA-11/10/15	15-TBRA Funding Agreement for 2015-Inw	Paid by Check # 5427		11/24/2015	11/24/2015	12/04/2015	12/04/2015		2,279.00	
686 - Habitat For Humanity of Monroe County, INC	1019W12-#5	15-Home Buyer Assistance 1019 W 12th	Paid by EFT # 57		11/24/2015	11/24/2015	12/04/2015	12/04/2015		6,120.34	
686 - Habitat For Humanity of Monroe County, INC	1019W12th-#4	15-Home Buyer Assistance 1019 W 12th	Paid by EFT # 57		11/24/2015	11/24/2015	12/04/2015	12/04/2015		5,500.50	
139 - Barry A Kern	217	15-HOME OOR Brunnett 1015 880-lw	Paid by Check # 5426		11/24/2015	11/24/2015	12/04/2015	12/04/2015		3,575.00	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4	<u>\$17,474.84</u>
Program 150000 - Main Totals										Invoice Transactions 4	<u>\$17,474.84</u>
Department 15 - HAND Totals										Invoice Transactions 4	<u>\$17,474.84</u>
Fund 254 - HOME Totals										Invoice Transactions 4	<u>\$17,474.84</u>
Fund 256 - Special Grants Department 15 - HAND Program 150009 - 2002 Shelter Plus Care Account 53990 - Other Services and Charges											
421 - Centerstone Of Indiana, INC	RENTOCT2015	15-Shelter Plus Grant-October 2015 rentals	Paid by EFT # 10061		11/24/2015	11/24/2015	12/04/2015	12/04/2015		3,371.00	
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1	<u>\$3,371.00</u>
Program 150009 - 2002 Shelter Plus Care Totals										Invoice Transactions 1	<u>\$3,371.00</u>
Department 15 - HAND Totals										Invoice Transactions 1	<u>\$3,371.00</u>
Fund 256 - Special Grants Totals										Invoice Transactions 1	<u>\$3,371.00</u>
Fund 499 - Consolidated YIP Department 15 - HAND Program 159000 - Admin											

Account 53990 - Other Services and Charges			Paid by EFT #	11/24/2015	11/24/2015	12/04/2015	12/04/2015	
250 - Crowe Horwath LLP	701-1971292	06 - Crowe Horwath - Professional Services -	10071					55,345.65
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$55,345.65</u>
				Program 159000 - Admin Totals		Invoice Transactions 1		<u>\$55,345.65</u>
Program 159004 - Thomson-Walnut-Winslow Area								
Account 53990 - Other Services and Charges								
7059 - Eagle Ridge Civil Engineering Services Llc	121-13	15-Black Lumber Trail- eng. services-Inv date	# 61997	11/24/2015	11/24/2015	12/04/2015	12/04/2015	1,856.70
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$1,856.70</u>
				Program 159004 - Thomson-Walnut-Winslow Area Totals		Invoice Transactions 1		<u>\$1,856.70</u>
				Department 15 - HAND Totals		Invoice Transactions 2		<u>\$57,202.35</u>
				Fund 439 - Consolidated TIF Totals		Invoice Transactions 2		<u>\$57,202.35</u>
Fund 444 - RDC								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
208 - City Of Bloomington Utilities	601Morton-Oct 15	15-CTP Maint-601 N Morton-water/sewer bill-	Paid by Check # 61994	11/24/2015	11/24/2015	12/04/2015	12/04/2015	42.23
208 - City Of Bloomington Utilities	335W11-Oct 15	15-CTP Maint-335 W. 11th-water/sewer bill-	Paid by Check # 61994	11/24/2015	11/24/2015	12/04/2015	12/04/2015	62.28
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		<u>\$104.51</u>
				Program 150000 - Main Totals		Invoice Transactions 2		<u>\$104.51</u>
				Department 15 - HAND Totals		Invoice Transactions 2		<u>\$104.51</u>
				Fund 444 - RDC Totals		Invoice Transactions 2		<u>\$104.51</u>
Fund 975 - Surplus CTP Bond								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
5148 - Anderson + Bohlander, LLC	256	15-10th Street and Branding-Inv date	Paid by EFT # 10040	11/24/2015	11/24/2015	12/04/2015	12/04/2015	30,284.50
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$30,284.50</u>
				Program 150000 - Main Totals		Invoice Transactions 1		<u>\$30,284.50</u>
				Department 15 - HAND Totals		Invoice Transactions 1		<u>\$30,284.50</u>
				Fund 975 - Surplus CTP Bond Totals		Invoice Transactions 1		<u>\$30,284.50</u>
Fund 976 - Consolidated TIF Bond Proceeds								
Department 15 - HAND								
Program 159004 - Thomson-Walnut-Winslow Area								
Account 53990 - Other Services and Charges								
3444 - Rindell Ernstberger Associates, INC	151395-3	15-Switchyard Park-Inv. date 11/12/15	Paid by EFT # 10167	11/24/2015	11/24/2015	12/04/2015	12/04/2015	61,010.66
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		<u>\$61,010.66</u>
				Program 159004 - Thomson-Walnut-Winslow Area Totals		Invoice Transactions 1		<u>\$61,010.66</u>
				Department 15 - HAND Totals		Invoice Transactions 1		<u>\$61,010.66</u>
				Fund 976 - Consolidated TIF Bond Proceeds Totals		Invoice Transactions 1		<u>\$61,010.66</u>
				Grand Totals		Invoice Transactions 25		<u>\$192,075.37</u>



REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/4/2015	Claims				192,075.37
11/18/2015	Sp Utility Cks				365.08
					192,440.45

ALLOWANCE OF CLAIMS

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

Dated this 1 day of Dec year of 2015.

[Signature]

 Elizabeth A. Kehoe

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

Fiscal Office _____

REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/4/2015	Claims				192,075.37
11/18/2015	Sp Utility Cks				365.08
					<u>192,440.45</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 192,440.45

Dated this _____ day of _____ year of 20_____.

_____ *David P. Walter* _____

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

Fiscal Office _____

REGISTER OF SPECIAL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/4/2015	Claims				192,075.37
11/18/2015	Sp Utility Cka				365.08
					192,440.45

ALLOWANCE OF CLAIMS

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

Dated this 1st day of Dec year of 2015.



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

Fiscal Office _____



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 10-26-15 to 11-8-15. 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, CPA
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/13/15 - 11/13/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	ETC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Abbott, Lisa P 0782	11/13/2015	3,199.39		.00	407.11	188.98	44.19	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.06	3,048.06	3,048.06	2,948.06	2,948.06		
		\$3,199.39	\$0.00	\$0.00	\$407.11	\$188.98	\$44.19	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.06	\$3,048.06	\$3,048.06	\$2,948.06	\$2,948.06		
10000 Arnold, Michael L 0051	11/13/2015	1,698.92		.00	190.74	101.20	23.66	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	\$101.20	\$23.66	\$52.59	\$17.45	\$91.61	\$1,221.67
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
1143 Beaman, Kathryn Rose	11/13/2015	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
			\$0.00	\$0.00	\$2,212.05	\$2,212.05	\$2,212.05	\$2,212.05	\$2,212.05		
10000 Bixler, Daniel R 2594	11/13/2015	1,254.28		.00	120.81	72.29	16.91	37.21	12.35	248.28	746.43
			.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	\$248.28	\$746.43
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
1129 Edge, Justin M	11/13/2015	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
			\$0.00	\$0.00	\$240.00	\$240.00	\$240.00	\$240.00	\$240.00		
1109 Emenhiser, Bethany M	11/13/2015	1,730.77		.00	235.54	104.02	24.33	55.36	18.37	53.05	1,240.10
			.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	\$104.02	\$24.33	\$55.36	\$18.37	\$53.05	\$1,240.10
			\$0.00	\$0.00	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72		
10000 Finicy, Christina L 0187	11/13/2015	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
			\$0.00	\$0.00	\$1,157.57	\$1,167.57	\$1,167.57	\$1,157.57	\$1,157.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/13/15 - 11/13/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
307 Franklin, C. Jacob	11/13/2015	1,082.02		.00	123.48	63.86	14.93	33.99	11.28	55.79	778.69
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02		\$0.00	\$123.48	\$63.86	\$14.93	\$33.99	\$11.28	\$55.79	\$778.69
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		
10000 Hewett, John H 0251	11/13/2015	1,812.17		.00	204.88	99.51	23.27	51.32	17.03	323.53	1,092.63
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17		\$0.00	\$204.88	\$99.51	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.63
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 McCormick, Maria 3616	11/13/2015	1,404.78		.00	30.79	77.75	18.19	41.38	13.73	166.57	1,056.37
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78		\$0.00	\$30.79	\$77.75	\$18.19	\$41.38	\$13.73	\$166.57	\$1,056.37
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	11/13/2015	1,418.83		.00	173.86	84.68	19.80	45.07	14.96	75.29	1,005.17
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83		\$0.00	\$173.86	\$84.68	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.17
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	11/13/2015	1,726.16		.00	128.13	91.23	21.34	45.64	15.14	310.64	1,114.04
			.00	.00	1,421.48	1,471.48	1,471.48	1,421.48	1,421.48		
		\$1,726.16		\$0.00	\$128.13	\$91.23	\$21.34	\$45.64	\$15.14	\$310.64	\$1,114.04
			\$0.00	\$0.00	\$1,421.48	\$1,471.48	\$1,471.48	\$1,421.48	\$1,421.48		
10000 Provine, Vickie J 0394	11/13/2015	1,957.04		.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	\$279.70	\$114.97	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.57
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	11/13/2015	1,458.34		.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	\$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 11/13/15 - 11/13/15
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
504 Swinney, Matthew P	11/13/2015	1,353.46		.00	126.56	84.21	19.70	43.55	14.45	8.60	1,056.39
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46		\$0.00	\$126.56	\$84.21	\$19.70	\$43.55	\$14.45	\$8.60	\$1,056.39
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	11/13/2015	1,384.01		.00	169.07	83.31	19.48	44.02	14.61	68.97	984.55
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.31	\$19.48	\$44.02	\$14.61	\$68.97	\$984.55
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	11/13/2015	1,879.78		.00	112.53	88.26	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	\$112.53	\$88.26	\$20.64	\$27.18	\$9.02	\$1,109.93	\$512.22
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	11/13/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department HAND - Housing &		\$28,477.30		\$0.00	\$2,831.23	\$1,620.43	\$378.96	\$829.45	\$263.98	\$3,842.99	\$18,710.26
			\$0.00	\$0.00	\$25,290.97	\$26,135.97	\$26,135.97	\$25,290.97	\$25,290.97		
Grand Totals		\$28,477.30		\$0.00	\$2,831.23	\$1,620.43	\$378.96	\$829.45	\$263.98	\$3,842.99	\$18,710.26
			\$0.00	\$0.00	\$25,290.97	\$26,135.97	\$26,135.97	\$25,290.97	\$25,290.97		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/13/2015	Payroll				28,477.30
					<u>28,477.30</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 \$ 28,477.30

Dated this _____ day of _____ year of 20____.

David P. Walter

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/13/2015	Payroll				28,477.30
					<u>28,477.30</u>

ALLOWANCE OF CLAIMS

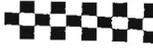
We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,477.30

Dated this 17th day of Nov year of 20 15.



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

Fiscal Office _____



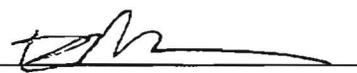
REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/13/2015	Payroll				28,477.30
					<u>28,477.30</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 28,477.30 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,477.30.

Dated this 17 day of NOV year of 2015.

 _____

Elizabeth A. Kehoe _____

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

Fiscal Office _____

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/13/2015	Payroll				28,477.30
					28,477.30

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 **\$ 28,477.30**

Dated this 19 day of Nov. year of 20 15.

_____  _____

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

Fiscal Office _____

Memo

To: Redevelopment Commission

From: Lisa Abbott, Director

Date: December 4, 2015

The CDBG process continues. Applications are due December 4th.

The City Council voted to designate the Downtown District this past Wednesday, December 2nd. HAND received the updated Historic Survey information from the State on December 3rd. There are approximately 5,000 new structures on the Survey.

Please note the following items:

1. You are no longer required to meet the first business day of the year. Therefore, your first meeting will be held on Monday, January 4th at 5 p.m.
2. The reporting requirements have changed effective January 1. Please note the following:
 - a. Annual Report of the Redevelopment Commission Treasurer to the Fiscal Body due April 1.
 - b. Redevelopment Commission activity report due to DLGF by April 15;
 - c. Determination of Excess Incremental Assessed Value Pass-Thru notice due July 1.
 - d. Neutralization of Base Assessed Values due by August 1.

Upcoming activity:

- Physical Improvement Site Visits week of December 14th
- Social Service packet pick up December 17th
- **RDC Organizational Meeting – January 4th**
- Social Service pre-hearing meeting – January 5th
- Physical Improvements Public Hearing – January 7th
- Social Service Public Hearing – January 12th
- **CDBG Public Hearing at the RDC meeting – February 1st**

TIF Project Status Report

As of 12/4/15

Consolidated TIF (439)

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

This Resolution will be considered at the December 7th meeting.

Budgeted Amount	Expended	Remaining Balance
\$1,614,548.40	\$1,197,250.06	\$417,398.34

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

This has been completed.

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
15-17	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 amount is \$59,001.60.

Budgeted Amount	Expended	Remaining Balance
\$59,001.60	\$54,822.10	\$4,179.50

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	\$7,395.84	\$42,274.16

Expiration Date: 12/31/15

Kinser-Prow (446)

There are no open Resolutions for this TIF.

Downtown Bond (975)

Resolution # 13-39	Project Name 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 # 14-10	Project Name 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 # 14-20	Project Name CTP Phase I Program Management
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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

Resolution # 14-44	Project Name 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	10th Street & Branding

Progress continues. See CTP Report.

Budgeted Amount	Expended	Remaining Balance
\$334,845.00	\$256,171.39	\$78,673.61

Expiration Date: 12/31/15

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

Appraisal costs.

Budgeted Amount	Expended	Remaining Balance
\$7,000.00	\$2,750.00	\$4,250.00

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

In process.

Budgeted Amount	Expended	Remaining Balance
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\$2,410,000.00	\$133,194.73	\$2,276,805.27
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Expiration Date: 05/31/2018

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

Closing should be this month.

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

Expiration Date: TBD



CITY OF BLOOMINGTON
economic & sustainable development

MEMORANDUM

To: City of Bloomington Redevelopment Commission
From: Danise Alano-Martin, Director
Date: December 3, 2015
Re: The Trades District Redevelopment Update for December 7, 2015 RDC Meeting

Notice of Offering – parcel south of 10th Street. Bids/responses are due 12/7. Staff will prepare brief summary of any/all submittals for President David Walter to read at the meeting.

Notice of Offering for West of Rogers Parcels. Bids/responses are due 12/7. Staff will prepare a brief summary of any/all submittals for President David Walter to read at the meeting.

Notice of Offering for “Middle Parcels” and related information.

Both Flaherty & Collins and CTP Partners have indicated their desire to continue negotiations with the City after January 1.

Sale of Lot 6, Lot 7 and Lot 8 (Service Garage, Parking Lot Parcel, Showers Admin Building).

In September, the RDC instructed Staff to begin negotiating a Project Agreement with First Capital. Staff met with Randy Lloyd of First Capital to begin discussing terms, and have communicated several times since that first meeting. Staff continues to await a revised Project Agreement draft from First Capital.

10th Street Realignment/Utility/Branding Project.

The next progress meeting on the 10th Street Realignment project is December 16 from 9:30am-11am in the Hooker Conference Room.

On December 1, the Board of Public Works adopted a resolution to allow the City to acquire easements necessary for utility relocations, contingent upon RDC/City funding for that process (which will include legal descriptions, surveys, appraisals, title work, and the property acquisition costs). The easements will need to be acquired before the utility relocation associated with the 10th Street realignment can occur.

**15-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING THE TAPP
ROAD AND ROCKPORT ROAD INTERSECTION**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for a project that would improve the intersection of Tapp Road and Rockport Road (“Project”); 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 finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
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 will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Tapp Road and Rockport Road Intersection and Accessibility Project

Project Manager: Andrew Cibor

Project Description:

Project will replace the current all-way stop control at the intersection of Tapp Road and Rockport Road with a new traffic signal (including dedicated left-turn lanes on the Tapp Road approaches). The skewed approaches to the current intersection will be improved, and the grade on the west side of intersection will be reduced. All approaches to the intersection will be improved with accessible ramps, pedestrian countdown signals, and push buttons. New sidewalk and sidepath facilities will be constructed, including a sidepath that will connect bicyclists and pedestrians to the roundabout at the intersection of Tapp Road and Adams Street and the Clear Creek Trail system.

The intersection of Tapp Road and Rockport Road is not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the allocation area by improving connectivity along Tapp Road. This will improve access along both Tapp Road and Rockport Road, improving access to the Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, and Fullerton Pike portions of the Consolidated TIF, which increases the potential for additional development in those areas.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department’s TIF Test.

1. It is substantial and complex work that involves the addition of new parts.
2. The improved intersection should have increased value, as it will be safer and more accessible.
3. The improved intersection should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Accordingly, it is the Legal Department’s position that this is a permissible use of Tax Increment.

Project Timeline:

Start Date: January 2, 2015

End Date: December 31, 2017¹

Financial Information:

Estimated full cost of project:	\$4,506,133
Sources of funds:	
Planning & Transportation CumCap Allocation	\$101,200
Consolidated TIF	\$820,000
Federal Highway Administration ²	\$3,584,933

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 ³	\$526,580	Services Completed in 2016
2	Right of Way Acquisition	\$750,000	2016 – 2017
3	Construction	\$3,229,553	Late 2017 and Early 2018 ⁴

¹ Depending on weather, the completion of the construction could extend into early 2018.

² INDOT administers the distribution of federal funding to local transportation projects.

³ Planning & Transportation has entered into the design contract with DLZ. This is being funded by the Department’s CumCap allocation with reimbursement from the Federal Highway Administration.

⁴ A tentative bid date is scheduled for August 19, 2017.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

15-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING THE 2ND STREET AND COLLEGE AVENUE INTERSECTION

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for a project that would improve the intersection of 2nd Street and College Avenue (“Project”); 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 finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
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 will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 2nd Street and College Avenue Signal Improvements

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 2nd Street and College Avenue. It will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons). It will also include new turn signals that will incorporate backplating¹ and flashing yellow arrow left-turn indications.

The design phase of the project will also consider geometric changes to the southeast corner of this intersection.

¹ This is the dark outline around a traffic signal, which isolates the traffic signal from other environmental conditions to make the traffic signal stand out more. One study found that backplates can cut the number of vehicle accident claims at intersections by nearly 15%.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department’s TIF Test.

1. It is substantial and complex work that involves the addition of new parts.
2. The improved intersection should have increased value, as it will be safer and more accessible.
3. The improved intersection should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Additionally, this is a project which would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: January 4, 2016

End Date: December 31, 2017

Financial Information:

Estimated full cost of project:	\$256,901.76
Sources of funds:	
Federal Highway Administration ²	\$165,000.00
Consolidated TIF	\$91,901.76

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	\$35,651.76	January 2016 – December 2017 ³
2	Right-of-Way Acquisition	\$15,000.00	2016
3	Construction	\$206,250.00	March 1, 2017 – December 31, 2017

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² INDOT administers the distribution of federal funding to local transportation projects.

³ This will extend through the construction phase to ensure engineering services are available throughout the construction process.

**15-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING DOWNTOWN
CURB RAMPS**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for a project that would construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF (“Project”); 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 finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
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 will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Downtown Curb Ramps

Project Manager: Neil Kopper

Project Description:

This project will construct new intersection curb ramps in the Downtown, Seminary, and West 17th Street portions of the Consolidated TIF. It is possible that the Project will seek to take advantage of efficiencies, and use other funds to construct curb ramps in the downtown area outside the boundaries of the Consolidated TIF.

The project is expected to take three steps. First, an assessment of the existing intersections within these portions of the Consolidated TIF will be completed. Second, new curb ramps will be designed, prioritizing the areas determined to be most in need of new curb ramps. Third, the curb ramps will actually be constructed.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department's TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as they will be safer and more accessible.
3. The improved intersections should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Additionally, this is a project which would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: December 2015

End Date: December 31, 2017

Financial Information:

Estimated full cost of project:	\$558,600
Sources of funds:	
Federal Highway Administration ¹	\$423,720
Consolidated TIF	\$134,880

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	Curb Ramp Assessment and Design	\$87,800.00	January 2016 – December 2017 ²
2	Construction	\$470,800.00	January 19, 2017 – December 31, 2017

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

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

**15-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF CONSULTING AGREEMENT WITH BRUCE CARTER ASSOCIATES, LLC REGARDING THE WEST OF ROGERS PARCELS IN 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 develop the parcels which the Redevelopment Commission purchased in the CTP which are west of Rogers Street as affordable and workforce housing, preferably in a mixed use environment (“Project”); and
- WHEREAS, in Resolution 15-40, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, Step 7(a) of the Project is identified as “Environmental Remediation”; and
- WHEREAS, in order to identified what, if any, environmental remediation is necessary, an environmental assessment is required; and
- WHEREAS, City Staff has obtained a quote from Bruce Carter Associates, LLC (“Bruce Carter Associates”) to complete the Environmental Assessment for an amount not to exceed Thirteen Thousand Nine Hundred Dollars (\$13,900.00); and
- WHEREAS, City Staff has negotiated a consulting agreement with Bruce Carter Associates, a copy of which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are available Bond funds to pay for the Environmental Assessment; 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 Environmental Assessment serves the public's best interests.
2. The RDC hereby awards the contract for the Environmental Assessment to Bruce Carter Associates, in an amount not to exceed \$13,900.00, as provided herein.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Thirteen Thousand Nine Hundred Dollars (\$13,900.00) from the Bond funds (Fund 975-15-150000-53990) to obtain the Environmental Assessment from Bruce Carter Associates, to be payable in accordance with the terms of the consulting agreement.
4. The RDC hereby authorizes David Walter to sign the Contract with Bruce Carter Associates on behalf of the RDC.
5. Unless extended by the Redevelopment Commission in a resolution prior to July 1, 2016, the authorizations provided under this Resolution shall expire on July 1, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

Elizabeth Kehoe, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES
WITH BRUCE CARTER ASSOCIATES, L.L.C.

This Agreement, entered into on this _____ day of _____, 2015, by and between the City of Bloomington, Indiana (“City”), and **Bruce Carter Associates, L.L.C.** (“Consultant”), **WITNESSETH:**

WHEREAS, the City wishes to engage the services of Consultant for National Environmental Policy Act (NEPA) services for a residential project with HUD involvement in the southwest quadrant of Rogers Street and 11th Street in Bloomington, Indiana (“Site”) (“Services”); and

WHEREAS, Consultant has previously completed the Environmental Site Assessment (ESA) work on the Site; and

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

WHEREAS, the Consultant is willing and able to provide these services for the Project;

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

Article 1. Scope of Services:

Consultant will prepare a NEPA Document for the Site. The Services will follow regulations found at 24 CFR 58.

Task 1: Early Coordination. Consultant and its sub-consultants will conduct an initial review of available information including project planning documents, design or layout plans, existing GIS mapping, existing databases, and previous studies conducted on the two subject properties. Consultant will also conduct an onsite review of the property to document and photograph the existing condition and determine if sensitive natural resources, such as wetlands or bat habitat, are present on the property. This information will be used to compile letters to applicable local, state, and federal agencies, describing the proposed project, the existing condition of the site, and an initial assessment of potential impacts. The letter will request agency feedback regarding potential impacts to resources or facilities within their jurisdiction.

Task 2: Natural Resource Investigation. An onsite visit will be conducted to document the presence or absence of natural features such as wetlands, streams, endangered species habitat, karst features, and flood prone areas. The Consultant and its sub-consultants will document plant species present onsite as well as evidence of wildlife usage. Areas with high erosion potential during construction will also be noted, along with receiving waters that could be affected by runoff. If a wetland/stream delineation report is needed, it will be completed as part of this task. The delineation report would be in a format suitable for future use in applying for Clean Water Act Section 404/401 permits.

Task 3: Cultural Resource Investigation. Consultant and its sub-consultants will conduct a records check and literature review to determine if previous studies of the project area have documented archaeological or historical resources. Due to the disturbed nature of the Site, no onsite data collection is anticipated to be present. Also, since no structures remain on the property, no historic resources are anticipated to be present. As such, the Section 106 (of the Historic Preservation Act) process will be limited to coordination with the State Historic Preservation Officer (SHPO) during Task 1.

Task 4: Socioeconomic Impact Analysis. Information collected from existing mapping, onsite observations, coordination with regulatory agencies, and coordination with the project owner will be used to identify potential impacts to the community and the local economy. Socioeconomic impacts can be temporary or permanent in nature, and must be identified regardless of whether the impact is positive or negative. Impacts to be considered include use of parks, changes to travel patterns or traffic volume, creation of jobs, compatibility with surrounding land use, temporary air and noise impacts.

Task 5: NEPA Document. Consultant and sub-consultant will prepare an Environmental Assessment (EA), in accordance with HUD regulations, based on findings from the ESA completed by BCA, and Tasks 1 through 4 of this Article 1. The EA will include an alternatives analysis, including the “no-build” alternative, and will discuss measures for mitigating impacts. The document will include an assessment of the project’s impacts on the following resources:

- Air Quality
- Airport Clear Zones
- Coastal Barrier Resources
- Coastal Zone Management
- Community Facilities and Services
- Endangered Species
- Energy Consumption
- Environmental Justice
- Explosive and Flammable Facilities
- Farmlands Protection
- Flood Insurance
- Floodplain Management
- Hazards and Nuisances
- Historic Preservation
- Land Use Compatibility
- Noise Abatement and Control
- Site Contamination
- Erosion and Stormwater Quality
- Socioeconomic
- Sole Source Aquifers
- Unique Natural Features
- Vegetation
- Wetland Protection

- Wild and Scenic Rivers
- Wildlife

It is anticipated that several of these categories will not apply. They will still be addressed in the document as not present. Once the EA has been reviewed and signed by HUD, Consultant and its sub-consultants will prepare the Notice of Intent and the Finding of No Significant Impact for publication and public comment.

Consultant and its sub-consultants shall begin with Task 1. It shall only proceed to an additional task following written permission from the City's project manager.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services in a timely manner. The Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of the Consultant's work, the Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Rosie Beaman.

The Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 4, below, shall be used by the Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Term: The term of this Agreement shall be from the date of execution of the Agreement through May 30, 2016.

Article 3. Standard of Care: The Consultant shall be responsible for completion of the Services in sufficient manner to meet high professional standards. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

Article 4. Responsibilities of the City: The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 5. Compensation: Consultant shall be compensated for the Services at an hourly rate of \$95.00 per hour. The total compensation payable to Consultant, including reimbursed fees and expenses, shall not exceed the amount of Thirteen Thousand Nine Hundred Dollars (\$13,900.00).

Consultant shall submit an invoice to the City on a monthly basis. Invoices should be sent to:

Rosie Beaman
Assistant Director, Housing and Neighborhood Development Department

City of Bloomington
401 N. Morton Street
P. O. Box 100
Bloomington, Indiana 47402-0100
beamanr@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The City's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the City's costs are not forthcoming or are insufficient, through the failure of any entity—including the City—then the City shall have the right to immediately terminate this Agreement without penalty.

Additional services not set forth in Article 1, changes in work, or incurred expenses in excess of amounts provided herein must be authorized in writing by the City or its designated project coordinator prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses, approved by the City, must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

Article 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule: Consultant shall commence performance of the Services promptly and shall continue performance without undue delay. Consultant shall promptly inform the City of any events or occurrences that may delay performance of the Services. The date by which Services shall be completed is specified in Article 2.

Article 8. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

Article 9. Identity of Consultant: The Consultant acknowledges that one of the primary reasons for his or her selection by the City to perform the duties described in this Agreement is Consultant's qualification and experience. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional subcontractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project. City also approves Little River Consultants and Archeological Consultants of the Midwest as professional sub-consultants to Consultant.

Article 10. Cost Estimates: All estimates of costs to be provided by Consultant shall represent Consultant's best judgment based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over various cost elements related to the project. Accordingly, Consultant cannot and does not warrant or represent that proposals or bids received will not vary from any cost estimates provided pursuant to this Agreement.

Article 11. Ownership of Documents and Intellectual Property: All documents, data sets, drawings, specifications, estimates, and field notes, including digital format files, software developed for the Project, and website (collectively, the "Documents") prepared by Consultant as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, computer software not developed for the Project, and other proprietary property. The City acknowledges that the Documents are prepared only for the Project.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall Consultant represent himself or herself to be an employee of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification: Consultant shall defend, indemnify and hold harmless the City of Bloomington and the officers, agents, and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant or his agents or employees or independent contractors directly responsible to him, except that the above shall not apply to the sole negligence or willful misconduct of the City or the City's agents, servants or independent contractors who are directly responsible to the City. This indemnification provision shall apply if there is negligence of the Consultant, either active or passive negligence.

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

- a. General Liability Insurance, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers Compensation Insurance in accordance with any and all applicable state and federal statutes.

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

Article 21. Non-Discrimination. The Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 22. Compliance with Laws. In performing the Services under this Agreement, the Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Consultant shall proceed using his best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices. Any notice required by this Agreement shall be made in writing or by electronic mail to the addresses specified below:

City:
Rosie Beaman
Housing and Neighborhood Development Department
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, Indiana 47402-0100
(812) 349-3420
beamanr@bloomington.in.gov

Consultant:
Joel Markland
Director of Project Development
Bruce Carter Associates, LLC
7202 E. 87th Street, Suite 110
Indianapolis, IN 46256
(317) 578-4233
jmarkland@bcaconsultants.com

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

Article 24. E-Verify. Consultant is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. (This is not required if the E-Verify

program no longer exists.) Consultant shall sign an affidavit, attached as **Exhibit A**, affirming that Consultant does not knowingly employ an unauthorized alien. Exhibit A is attached to and made a part of this agreement.

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

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

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

Article 25. No Investment in Iran. Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Partner shall sign an affidavit, attached as **Exhibit B**, affirming that Consultant is not engaged in said investment activities. Exhibit B is attached to and made a part of this Agreement.

Article 26. Intent to be Bound. The City and the Consultant bind themselves and their successors, executors, administrators, permitted assigns, and legal representatives to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

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

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

City of Bloomington, Indiana

Bruce Carter Associates, L.L.C.

By: _____
Mark Kruzan, Mayor

By: _____
Joel Markland, Director of Project Development

Exhibit A

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-Verify Affidavit

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

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

Signature

Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**15-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING BOILER
IMPROVEMENTS AT THE BUSKIRK-CHUMLEY THEATER**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for a project that would install an improved boiler at the Buskirk-Chumley Theater (“Project”); 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 finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
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 will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: **Boiler Improvements at the Buskirk-Chumley Theater**

Project Manager: **Dave Williams / Parks**

Project Description:

The Buskirk-Chumley Theater uses a two boiler heating system. One boiler was replaced in 2012. The other boiler was installed in the early 1990s.

There is nothing “wrong” with the 1990s boiler at this time which necessitates the replacement of the boiler. However, this project would replace the 1990s boiler with a new, high efficiency boiler to increase the reliability of the heating system and to reduce the energy costs associated with the heating system.

The 2015 Partnership Agreement between the Redevelopment Commission and BCT Management, Inc. sets aside up to \$74,000 for—among other things—equipment replacement. The Partnership Agreement states: “[The \$74,000] shall be paid only as requested by BCTM and as approved by the City. The City and BCTM shall cooperate on selecting priorities for equipment replacement.”

Pursuant to the Partnership Agreement, BCTM and the Parks Department have coordinated, and believe that replacing the boiler with an improved boiler is an appropriate priority for the Buskirk-Chumley Theater at this time.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department's TIF Test.

1. It is substantial and complex work that involves the addition of new parts.
2. The improved Theater should have increased value, as it will have reduced operating costs and increased heating reliability.
3. The improved Theater should perform equally well as a newly constructed Theater.
4. These improvements (the replacement of a boiler with a high efficiency boiler) is not part of the normal life cycle of the Theater.

Additionally, this is a project that would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: December 2015
End Date: January 2016

Financial Information:

Estimated full cost of project:	\$17,600
Sources of funds:	2015 Buskirk-Chumley Theater Partnership Agreement (Res. 14-42)

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Installation of Boiler	\$17,600	January 2015

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**15-92
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON
LOCATED WITHIN THE TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and buildings (“RDC Property”) within The Trades District; and

WHEREAS, after the RDC purchased the RDC Property from Indiana University, the RDC received rental income from Indiana University, which was deposited in the 444 Account; and

WHEREAS, the RDC wishes to use the rental income it received from Indiana University, which was deposited in the 444 Account, to pay the utility bills and maintenance costs associated with the RDC Property; and

WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive and process requests and invoices to expend funds on utility bills and maintenance costs associated with the RDC Property, and subsequently submit claims in the normal course of business by the RDC as necessary. Requests and invoices for utility bills and maintenance costs associated with the RDC Property that are more than Two Thousand Five Hundred Dollars (\$2,500) must be specifically approved by the RDC in advance of their expenditure.
2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington Controller shall not directly pay for or reimburse expenditures totaling more than Fifty Thousand Dollars (\$50,000).

3. The authorizations provided under this Resolution shall expire on December 31, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

Elizabeth Kehoe, Secretary

Date

**15-93
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO AMEND REDEVELOPMENT COMMISSION RESOLUTION 10-11

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (“RDC”), with the powers and authorities set forth in Indiana Code 36-7-14; and

WHEREAS, pursuant to those powers and authorities, on April 5, 2010, the RDC approved Resolution 10-11, which authorized the Bloomington City Controller to directly pay for or reimburse the Board of Public Works for an amount not to exceed \$1,614,548.40 for the design, right of way acquisition, and construction of pedestrian access/transportation improvements between Patterson Drive and Twin Lakes Recreation Center/Weimer Road (“Project”); and

WHEREAS, on May 4, 2015, the RDC approved Resolution 15-15, which stated that the RDC intended to close Resolution 10-11 the earlier of: (1) when the Redevelopment Commission approves a contract for the construction of the improvements, or (2) December 31, 2015; and

WHEREAS, on October 20, 2015, the RDC approved Resolution 15-78, which approved a contract for the construction of the improvements; and

WHEREAS, pursuant to the authorization in Resolution 10-11, \$1,197,250.06 has been expended for the Project (including design / engineering services and right of way acquisition); and

WHEREAS, a maximum of \$6,152.82 remains to be paid on the engineering services contract with United Consulting that was executed pursuant to Resolution 10-11, and no other obligations remain outstanding under Resolution 10-11; and

WHEREAS, it is in the best interest of the Project and the public to keep the engineering services contract open until the completion of the construction phase, so that the original engineers can provide any necessary engineering services during the construction phase; and

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

1. Unless extended by the RDC via an amended resolution, the funding authorization provided by Resolution 10-11 shall be reduced from \$1,614,548.40 to \$1,203,402.88, and shall expire on September 10, 2016. For the avoidance of doubt, this leaves Resolution 10-11 with \$6,152.82 outstanding.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date

**15-94
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO AMEND REDEVELOPMENT COMMISSION RESOLUTION 15-06

WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (“RDC”), with the powers and authorities set forth in Indiana Code 36-7-14; and,

WHEREAS, pursuant to those powers and authorities, on February 14, 2015, the Redevelopment Commission approved Resolution 15-06, which awarded a contract for design services related to the realignment of 10th Street to Anderson + Bohlander, LLC (“Anderson + Bohlander”) in an amount not to exceed \$334,845.00, to be paid from the Bond fund (975-15-53990); and

WHEREAS, pursuant to that authorization, \$256,171.39 has been expended for the Services; and

WHEREAS, Resolution 15-06 stated that the Term of the Resolution shall begin the date of execution of the Agreement and conclude December 31, 2015, unless extended under the Agreement and approved by the Redevelopment Commission; and

WHEREAS, the Agreement identifies the Term as “through conclusion of all Services”; and

WHEREAS, Anderson + Bohlander has not yet completed the Services; and

WHEREAS, Staff expects that all services will be completed under the Agreement by April 1, 2016; and

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

1. The Term of Resolution 15-06 shall be extended from December 31, 2015 to April 1, 2016. Resolution 15-06 shall otherwise remain in effect as originally passed.

BLOOMINGTON REDEVELOPMENT COMMISSION

David Walter, President

ATTEST:

Elizabeth Kehoe, Secretary

Date