

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
May 2, 2016
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – April 4, 2016 and Amended minutes from February 15, 2016
- III. EXAMINATION OF CLAIMS** – Acceptance of Claims Register for April 8, 2016 for \$473,260.55 and April 22, 2016 for \$159,393.99
- IV. EXAMINATION OF PAYROLL REGISTERS** –Acceptance of Payroll Register for April 1, 2016 for \$29,055.89
- 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 Notice of Offering (Resolution 16-09)
 - B.** Resolution 16-17: Approval of Gentry Estates 2016 Neighborhood Improvement Grant
 - C.** Resolution 16-18: Approval of Funding for Preliminary Engineering of Winslow & Henderson Multiuse Path and Intersection Improvements
 - D.** Resolution 16-19: Approval of Consulting Agreement with Bloomington Economic Development Corporation
 - E.** Resolution 16-20: Approval of Consulting Agreement with BCA Environmental Consultants, LLC regarding the West of Rogers Parcels in The Trades District
 - F.** Resolution 16-21: Approval of Project Review and Approval Form Regarding the Purchase of the Showers Building
- VII. BUSINESS/GENERAL DISCUSSION**

None.
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 4, 2016 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: David Walter, Katie Birge, Sue Sgambelluri, Jennie Vaughan, Kelly Smith and Don Griffin.

Commissioners Absent: None.

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, HAND.

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Linda Williamson, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jacqui Bauer, Economic & Sustainable Development Sustainability Coordinator; Andrew Cibor, Transportation & Traffic Engineer for Planning and Transportation; Danielle McClelland, Buskirk-Chumley Theater (BCT); Kyle Billman, Citizen; Randy Lloyd, T.M. Crowley & Associates

II. READING OF THE MINUTES – David Walter made a motion to accept the March 21, 2016 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Katie Birge made a motion to approve acceptance of the claims register for March 25, 2016 for \$360,247.00. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve acceptance of the payroll register for March 4, 2016 for \$29,175.88. Katie Birge seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

B. Legal Report. Thomas Cameron explained a map of the Certified Tech Park that was distributed in the Meeting Packet, and was available to answer questions.

C. Treasurer's Report. The Redevelopment Commission is required to make certain reports throughout the year. Jeff Underwood reported that the reporting dates had changed slightly this year, that a report was due to the DLGF by April 15, 2016, and that he was taking care of that report.

D. CTP Update Report. Linda Williamson was available to answer questions. Randy Lloyd is a respondent to the Notice of Offering for the Showers Administration Building. Lloyd has been working on his due diligence package for the Showers Administration Building since the beginning of 2016 and gave a brief update on the status.

VI. NEW BUSINESS

A. Resolution 16-12: Project Review and Approval Form for West 17th Street Sidewalk Improvements between Maple and Madison. This project will construct a new sidewalk on the south side of 17th Street between Maple Street and Madison Street.

It is an 1100 foot stretch of sidewalk. This sidewalk project's design and right of way acquisition funding was provided by the City Council Sidewalk Committee. The estimated construction cost is \$500,000. This project is a vital piece of a larger City initiative to construct a continuous pedestrian facility along the entire 17th Street corridor.

Jennie Vaughan made a motion to approve Resolution 16-12. David Walter seconded the motion. The board unanimously approved.

- B. Resolution 16-13: Funding Approval for B-Link Trail (Black Lumber Boundary Fence).** On November 2, 2015 the Redevelopment Commission approved a Project Review and Approval Form for a project that would construct a paved recreational trail along the abandoned rail corridor between Henderson Street and South Walnut Street, creating a connection between the east side of the City and the B-Line Trail near the entrance to the Switchyard Park (B-Link Trail).

Dave Williams stated on March 21, 2016 the Redevelopment Commission approved the local portion of the funding for construction. The bid came in higher than the estimate. There are two requirements that were omitted from the previous request that still need to be approved. One requirement is the relocation of the Black Lumber Boundary Fence.

Williams stated the north side of the future trail is Black Lumber's current North boundary. The City purchased the property a few years ago and agreed that when it came time to construct the trail the City would relocate the boundary fence as a condition of the land sale. Williams has worked with Black Lumber on the location of the fence, written specs, and solicited quotes. The bid from Sunset Hill Fence Company for \$11,272.00 has been identified as the best response.

David Walter asked that—for safety—the fence not have a barbed wire top. Williams said that would not be a problem.

Katie Birge made a motion to approve Resolution 16-13. Sue Sgambelluri seconded the motion. The board unanimously approved.

- C. Resolution 16-14: Funding Approval for the B-Link Trail (Construction Inspection).** Dave Williams stated the construction inspection is the remaining piece of funding approval for the project. Williams explained that both construction and construction management are normally split 80-20, with the local government providing 20% of the funding. Full time construction management is a requirement of all projects that use state money, and is a good practice even if it were not required by the state in this case. However, the maximum contribution for this project has been used, so local funds must be used to pay for 100% of the construction inspection. Construction inspection is usually 12.5% of the construction amount. In order to try to control costs on this project, the construction inspector has offered, and INDOT has agreed, to base the construction inspection amount on 12.5% of the expected amount of construction, rather than based on 12.5% of the actual amount of construction.

David Walter made a motion to approve Resolution 16-14. Jennie Vaughan seconded the motion. The board unanimously approved.

- D. Resolution 16-15: Funding Approval for Audio and Video Improvements at the BCT.** Dave Williams gave a brief background of this project for newer members. Danielle McClelland also gave a brief explanation for the need of audio equipment.

The Redevelopment Commission previously approved the Project Review and Approval Form (Resolution 15-50) to upgrade the film and audio capabilities of the Buskirk-Chumley Theater (BCT). The City has evaluated the quotes that were received for the audio improvements and identified the quote from Mid America Sound Corporation for \$88,577.28 as the best response.

Kelly Smith asked a question about the money the Redevelopment Commission provides to the BCT annually. Jeff Underwood stated the \$74,000 the Redevelopment Commission provides to the BCT annually is for capital maintenance and improvements and is not used for operating expenses. The City Council approved \$50,000 for the BCT for operating costs in the 2016 budget.

David Walter pointed out on Exhibit A, item 4, the reference to existing lighting needs to be changed to audio cinema. Thomas Cameron will make the appropriate change.

David Walter made a motion to approve Resolution 16-15. Katie Birge seconded the motion. The board unanimously approved.

- E. Resolution 16-16: Funding Approval for Lighting Improvements. Thomas Cameron stated on March 21, 2016 the Redevelopment Commission approved a variety of funding mechanisms including contracts for services and purchase orders. One purchase order was omitted from the previous request. The Redevelopment Commission approved a contract with Cassady Electric to improve the electrical services at the BCT so they can support LED lighting. They have the capability to install flood lights, which they are installing. However, the LED stage lighting is coming from Mid America Sound Corporation. The intent was to do both the contract with Cassady Electric and the purchase order with Mid America Sound Corporation at the March 21, 2016 meeting, but the Mid America Sound Corporation purchase order was inadvertently omitted. A new amended project review form has been attached to Resolution 16-16, which reflects the purchase order with Mid America Sound Corporation. Resolution 16-16 requests \$61,004.95 for that purchase order.

Sue Sgambelluri made a motion to approve Resolution 16-16. Jennie Vaughan seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

- A. Conflict of Interest Questionnaire. This is an annual form that is filled out by each Redevelopment Commissioner. Thomas Cameron stated one of the provisions in the Indiana Code referring to disposal of property says "if a Redevelopment Commissioner has a pecuniary interest in any contract, employment, purchase or sale that the Redevelopment Commission makes, than that transaction is void". One way to insure everything is documented properly is to make sure we have this form on file.

VIII. ADJOURNMENT

The meeting adjourned at 6:25 p.m.

Donald Griffin, President

Sue Sgambelluri, Secretary

Date

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on
Monday, February 15, 2016 at 5:00 p.m. in the Showers City Hall, Kelly Conference Room, 401
North Morton Street, with Don Griffin, Jr. presiding**

I. ROLL CALL

Commissioners Present: David Walter, Katie Birge, Sue Sgambelluri, Kelly Smith, Jennie Vaughan and Donald Griffin, Jr.

Commissioners Absent: None

Staff Present: Doris Sims, Director; Christina Finley, Housing Specialist; Bob Woolford, Program Manager; Vickie Provine, Program Manager

Other(s) Present: Thomas Cameron, Assistant City Attorney; Jeff Underwood, City of Bloomington Controller; Linda Williamson, Director of Economic & Sustainable Development; Megan Banta, Herald Times

- II. READING OF THE MINUTES** – David Walter made a motion to approve the February 1, 2016 minutes. Katie Birge seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Sue Sgambelluri made a motion to approve the acceptance of the claim registers for February 12, 2016 for \$201,813.66. Katie Birge seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF CLAIMS PAYROLL** – Jennie Vaughn made a motion to approve the payroll registers for February 5, 2016 for \$28,072.71. Sue Sgambelluri seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims introduced Vickie Provine. Provine is the Neighborhood Services Program Manager for the HAND department. One of the many programs she manages is Neighborhood Improvement Grants. Provine stated the Neighborhood Improvement Grant is offered once a year. The availability of funds is advertised to the neighborhoods and a letter of intent is required. Requested improvements could include neighborhood signs, sign toppers, landscaping and trees, playground improvements, art work, and restoration of historic sidewalks.

The applications are due March 21, 2016. Neighborhood presentations will be held on April 26, 2016. The neighborhood representative will submit their completed grant applications to the Neighborhood Improvement Grant Council. The Council consists of 5 representatives; 2 Planning and Engineering; 2 Neighborhood; 1-Redevelopment Commission member. There were 4 letters of intent received this year. The minimum funding request is \$2,000.

Provine asked the commission for a volunteer to serve on the neighborhood committee. Katie Birge volunteered to serve on the committee.

Doris Sims stated Mayor Hamilton has weekly town hall meetings to showcase the different City departments. The HAND department will be showcased on February 18, 2016 at 4:00 p.m. at the Bloomington Housing Authority.

- B. Legal Report.** Thomas Cameron was available to answer questions.
- C. Treasurer's Report.** Jeff Underwood reported project review approvals will soon begin coming back to the commission for funding approval, including The B-Link Trail and Buskirk-Chumley projects. Underwood also reported beginning work on RFPs for the solar panels and white roofs on the Showers and Police buildings.
- D. CTP Update Report.** Linda Williamson reported working with Josh Desmond, Director of Planning and Transportation and Jeff Underwood on potential projects and following up on proposals previously submitted on both sides of Rogers Street. Williamson stated we are seeking economic development projects that will attract jobs on the east side and mixed use on the west side of Rogers.

Williamson reported working on evaluating the pros and cons of straightening 10th Street and the impact of that decision. The review has taken longer than anticipated.

Sue Sgambelluri asked if the notice of offering will need to be advertised again. Thomas Cameron stated the notice of offering was a one-time notice. Sgambelluri asked if we are reaching out to everyone or just CTP Partners and Flaherty & Collins. Williamson stated anyone who expressed interest for the west side of Rogers Street project will be contacted.

VI. NEW BUSINESS

- A. Resolution 16-04: To Grant Right of Entry to Showers Administration Building and Associated Parcels.** Thomas Cameron stated Randy Lloyd has expressed interest in the Showers Administration Building and related parcels (Lots 6, 7, and 8). Lloyd would like to conduct some due diligence related to soil conditions and asbestos, specifically in the Showers Administration Building. Cameron explained because the Redevelopment Commission owns the property, they must approve a resolution for right of entry. The right of entry will be signed by Randy Lloyd and the Redevelopment Commission President, Don Griffin, Jr.

Sue Sgambelluri asked how long the procedures will take. Cameron estimated 60-90 days. Sgambelluri suggested adding a 90 day expiration date to the contract. Katie Birge stated she liked the suggestion of having a 90 day expiration date. Cameron suggested having the expiration date on the resolution instead of the Right of Entry.

Katie Birge asked if there is an offer to purchase on the Showers Administration Building. Cameron stated there is an offer to purchase, however, it has not yet been accepted. Griffin asked if any of the offers are still current. Cameron stated all offers are open ended.

David Walter asked about the procedure for right of entry. Cameron stated Barry Collins, Facility Maintenance Director, is the key holder for the buildings. Any right of entry access will need to be scheduled through Barry and Economic and Sustainable Development.

Sue Sgambelluri made a motion to approve Resolution 16-04 with the amendment Resolution 16-04 will expire 90 days from the date of approval. Katie Birge seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Approval of Vectren invoice for 601 N. Morton Street. Doris Sims stated the current utility bill for 601 N. Morton Street is more than \$2,500 and requires Redevelopment Commission approval before payment can be issued. Sue Sgambelluri made a motion to approve. Katie Birge seconded the motion. The board unanimously approved.

VIII. ADJOURNMENT

The meeting adjourned at 5:33 p.m.

Donald Griffin, Jr., President

Sue Sgambelluri, Secretary

Date

**16-17
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

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

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

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

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

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

1. Gentry Estates Neighborhood Association:
Installation of a neighborhood sign on the median entrance to the Gentry Estates neighborhood.
\$ 10,039.50

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

16-18
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR PRELIMINARY ENGINEERING OF WINSLOW &
HENDERSON MULTIUSE PATH AND INTERSECTION IMPROVEMENTS**

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

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

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

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

WHEREAS, on March 7, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and

WHEREAS, the Project is located within—and serves—the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 16-06; and

WHEREAS, Resolution 16-06 identified the Consolidated TIF as the source of the funding for the Project; and

WHEREAS, Step 1 of the Form was identified as “Preliminary Engineering” of the Project, which was estimated at \$100,000; and

WHEREAS, pursuant to the RDC’s approval of the Form in Resolution 16-06, City Staff has identified the CrossRoad Engineers, PC as the best provider of Preliminary Engineering for the Project; and

WHEREAS, City Staff has negotiated an Agreement with CrossRoad Engineers, PC to provide Preliminary Engineering for \$132,000, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the estimated full cost of the Project and the Preliminary Engineering, which is attached to this Resolution as Exhibit B; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Preliminary Engineering; and

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because the Project will improve bicycle, pedestrian, and motor vehicle access and safety in a part of the Consolidated TIF which is expected to continue to experience development, and that the Construction of the Project serves the public’s best interests.
3. The RDC hereby approves payment of an amount not to exceed \$436,242.00 from the Consolidated TIF (Fund 439-15-159001-53990) for the Preliminary Engineering of the Project, to be payable in accordance with the terms of the Agreement that is attached to this Resolution as Exhibit A.
4. In the event that the Board of Public Works does not approve the Agreement attached to this Resolution as Exhibit A, the funding approval of this Agreement shall have no effect. Staff is asked to attach a fully executed copy of the Agreement to this Resolution as Exhibit C.
5. The funding authorizations contained in this Resolution shall terminate on December 31, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

PROJECT NAME: Winslow/Henderson Path and Intersection Improvements Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, PC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide a path along East Winslow Road from South Walnut Street to South Henderson Street and then northward along South Henderson Street for approximately 650 feet to the existing bus stop and to provide improvements to the intersection of East Winslow Road and South Walnut Street Pike; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders and adjacent property owners, traffic capacity analysis, the preparation of plans, specifications and cost estimates, and the completion of right of way engineering and acquisition services (except buying services), which shall be hereinafter referred to as "the Services"; and

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

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

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

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

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. 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 Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **One Hundred Thirty Two Thousand Dollars (\$132,000.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses 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.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board 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 Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board 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 Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board'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 Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board'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 Board 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 Circuit Court, Monroe County, Indiana.

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board 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 to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

CrossRoad Engineers, PC
3417 Sherman Drive
Beech Grove, Indiana 46107

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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.

Article 26. Verification of New Employee's Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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.

Owner

Consultant

City of Bloomington
Board of Public Works

CrossRoad Engineers, PC

By:

Kyla Cox Deckard
President

Trent E. Newport
President

By:

John Hamilton,
Mayor

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

I. PROJECT DESCRIPTION

This project involves the construction of a multiuse path along East Winslow Road from South Walnut Street to South Henderson Street. Included within this segment could be intersection improvements at East Winslow Road and South Walnut Street Pike. The project also involves adding a pedestrian crossing on the east side of the Winslow-Henderson intersection and the construction of a multiuse path along South Henderson Street to the bus stop located approximately 650 feet north of East Winslow Road.

Between South Walnut Street and South Walnut Street Pike, the horizontal alignment of the path will shift southward as much as possible in order to minimize right of way costs and utility impacts. The extent to which it can shift will be determined in part by how much existing pavement can be removed. The extent of the pavement removal will be determined after reviewing the survey data and the results of a traffic capacity analysis of the existing roadway.

The capacity analysis, along with public input, will determine what, if any, modifications would be made to the East Winslow Road and South Walnut Street Pike intersection. Any improvements made would be primarily intended to address safety issues for pedestrians as well as motor vehicles. A possible modification would be that traffic traveling either direction on South Walnut Street Pike would not be allowed to cross East Winslow. Instead, islands could be constructed that would channelize the traffic and force it to turn right. Additionally, the existing sidewalk on the south side of this intersection could be shifted northward at the crossing to bring it closer to the south edge of East Winslow Road.

It is not expected that any lighting will be affected, so no services are included in this proposal for those items. No geotechnical services are anticipated nor included in this proposal.

II. SCOPE OF PROFESSIONAL SERVICES

1. Survey Data Collection and Route Survey

The project limits will be surveyed in accordance with Indiana Code and the INDOT Design Manual. Upon the completion of the field work, Consultant will establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one foot interval contours; and add all relative survey notes to the drawings. A Route Survey Plat will be prepared in accordance with Section 865 of the Indiana Administrative Code.

2. Traffic Capacity Analysis

Consultant will perform a traffic capacity analysis of East Winslow Road between South Walnut Street and South Walnut Street Pike. The analysis will establish how much, if any, of the existing pavement can be removed while still maintaining an acceptable level of service for traffic on East Winslow Road. The design would then incorporate the results of the analysis, which could include reconfiguring and restriping. The intersection of South Walnut Street Pike will be analyzed to determine what impact any proposed improvements may have on adjacent intersections. Specific consideration will be given to what impact, if any, the proposed intersection improvements would have on: a.) the signalized intersections located on East Winslow Road on either side of this intersection, and b.) the stop-controlled intersections located on South Walnut Street Pike on either side of this intersection. The Owner will provide all traffic counts necessary for the analysis.

3. Design and Construction Drawings

Consultant will design all of the elements of the proposed improvements necessary to insure the workability of:

- Asphalt trail, concrete walks, ramps, and signalized crosswalks
- Traffic channelization as described above
- Pavement removal and lane reconfiguration as describe above
- Storm structures as necessary
- Drainage and grading
- Landscaping features using information provided by the City pertaining to the types and locations of plantings.

Construction drawings will be prepared in accordance with all state and local laws and ordinances, be compliant with PROWAG, and will include the following:

- Grading for trail and walk installation
- Storm structures and drainage
- Details for trail and walk construction
- Details for the intersection improvements
- Erosion control plans
- Maintenance of traffic details as required
- Landscape features as described above

Consultant will submit plans to the Owner for review at the following milestones:

- Early Conceptual Review Plans (Approximately 15% complete)
- Preliminary Plans (Approximately 30% complete)
- Field Check Plans (Approximately 70% complete)
- Final Check Plans (Approximately 95% complete)

4. Utility Coordination

Coordination with representatives from each of the utility companies having facilities within the project area will be included in this task. Consultant will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. Consultant will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities (“potholing”). This work will be in general accordance with INDOT policy and procedures currently in effect. However, this scope only addresses utility coordination through the design process. Utility coordination services during the construction phase can be provided on an hourly basis if desired by the Owner.

5. Stakeholder Meetings and Public Meeting

Consultant will meet with Owner at the Early Conceptual Review stage to discuss design concepts. Also, Consultant will hold individual or group stakeholder meetings for those property owners directly affected by the proposed improvements after 30% plans are completed and reviewed by the Owner. After incorporating any revisions to the project from these meetings, Consultant will prepare a color project exhibit to use for presenting the proposed project at a public meeting and submit the presentation materials to Owner for review two weeks prior to the date of the public meeting. This meeting will provide a forum for sharing project information to the public and gathering feedback for any additional revisions needed. The costs that are presented for this effort include preparation for the meetings as well as attendance at the meetings by Consultant’s personnel. It is expected that the Owner will provide a facility for holding the meetings.

6. Permit Applications

It is anticipated the construction of the project will disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) Rule 5 Notice of Intent will be required. Consultant will prepare a Storm Water Pollution Prevention Plan, submittal of public notice, and permit application forms. No other permits are anticipated to be required.

7. Bid Documents and Bidding Phase

Following the Owner’s approval of Final Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer’s estimate.

Bidding documents will be prepared using “front end” information and documents provided by the Owner. A Consultant representative will also attend and prepare agendas and minutes for the pre-bid, and the pre-construction meetings, review of bids, and preparation of a bid tab.

8. Right of Way Engineering

This work will include developing the right of way engineering and preparing the property plats and legal descriptions for those right of way parcels that need to be acquired for the project. This effort also includes a 20-year title and encumbrance report for each impacted parcel.

9. Right of Way Acquisition Services

This work will include the management and all of the activities necessary to procure the required parcels of right of way. These activities include the appraisal problem analysis, appraisals, second appraisals as necessary, staking of right of way, and right of way management. It also includes a title update, if needed. The Owner will perform the actual buying of the parcels and will prepare and record the transfer documents.

10. Construction Phase Services

This effort includes responding to construction questions from the contractor; making plan revisions as requested to accommodate on-site construction decisions made or approved by the Owner's representatives; reviewing and approving shop drawings submitted by the contractor; and submitting final cad files to the Owner.

**EXHIBIT B
COMPENSATION**

I. AMOUNT OF PAYMENT –

1. Consultant shall receive as payment for the work performed under this Agreement the total fee not to exceed \$132,000 unless a modification of the Agreement is approved in writing by the Board.

2. Consultant shall be paid for the following work tasks performed under this Agreement on a lump sum basis in accordance with the following schedule:

a. Survey Data Collection and Route Survey	\$ 22,500.00
b. Traffic Capacity Analysis	\$ 3,000.00
c. Design and Construction Drawings	\$ 40,000.00
d. Utility Coordination	\$ 5,000.00
e. Stakeholder Meetings and Public Meeting	\$ 5,000.00
f. Permit Applications	\$ 5,000.00
g. Bid Documents and Bidding Phase	<u>\$ 6,000.00</u>
Total Lump Sum	\$ 86,500.00

3. Consultant shall be paid for the following work tasks performed under this Agreement on a unit price basis in accordance with the following schedule:

a. Preliminary T & E Report (5 est. parcels @ \$450 ea.)	\$ 2,250.00
b. R/W Engineering (5 est. parcels @ \$800 ea.)	\$ 4,000.00
c. R/W Plats (5 est. parcels @ \$500 ea.)	\$ 2,500.00
d. R/W Legal Descriptions (5 est. parcels @ \$500 ea.)	\$ 2,500.00
e. Management (5 est. parcels @ \$1,000 ea.)	\$ 5,000.00
f. APAs (5 est. parcels @ \$250 ea.)	\$ 1,250.00
g. Appraisals (5 est. parcels @ \$2,500 ea.)	\$ 12,500.00
h. 2 nd Appraisals (3 est. parcels @ \$2,500 ea.)	\$ 7,500.00
i. R/W Staking (5 est. parcels @ \$500 ea.)	\$ 2,000.00
j. Title Update (5 est. parcels @ \$200 ea.)	<u>\$ 1,000.00</u>
Total Lump Sum	\$ 40,500.00

4. Consultant shall be paid for the following work tasks performed under this Agreement on an hourly basis in accordance with the attached Hourly Billing Rates table:

a. Construction Phase Services	\$ 5,000.00
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5. Firm shall not be paid for any service performed by Owner or services not required to develop this project. Costs for routine photocopy and paper reproduction,

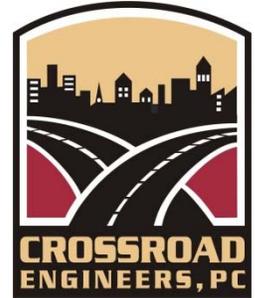
cellular phone costs, and computer time costs will not be paid as a reimbursable as these are included in the above fees and overhead costs.

6. An amount of \$200 has been included in the fee shown for **Section I. 2. f.** to pay for anticipated fees for permit applications and NOI Advertisements that will be incurred by CONSULTANT. Amounts incurred for permit fees, public notice fees, or other such expenses in excess of that amount will be invoiced to the LPA at the actual cost plus a 10% mark-up for task coordination and administrative efforts.
7. The services shown in **Sections I.3.a., I.3.f., I.3.g., I.3.h., and I.3.j.** will be performed by other than the Consultant. The fees are estimated and will be invoiced at the actual cost plus a 10% mark-up for task coordination and administrative efforts.

II. METHOD OF PAYMENT –

1. Consultant may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to Owner. The invoice voucher shall represent the value, to the Owner, of the partially completed work as of the date of the invoice voucher. Consultant shall attach thereto a summary of each pay item in Section I.2. of this Appendix, percentage completed and prior payments.
2. Owner, for and in consideration of the rendering of Consultant's services provided in Exhibit "A", agrees to pay Consultant for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by Owner.
3. In the event of a substantial change in the scope, character or complexity of the Services on the project, the maximum fee payable and the specific fee shall be adjusted in accordance with Article 4, set out in this Agreement

HOURLY BILLING RATES



PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Principal	\$	150.00
Director		140.00
Senior Project Manager		125.00
Project Manager		115.00
Project Engineer		95.00
Assistant Project Engineer		80.00
CADD Manager		95.00
CADD Technician		85.00
R/W Manager		95.00
R/W Buyer		150.00

INSPECTION

Director	\$	140.00
Resident Project Representative		110.00
Asst Resident Project Representative		100.00
Project Inspector		90.00
Assistant Project Inspector		70.00

SURVEY

Survey Manager	\$	120.00
Assistant Survey Manager		85.00
Survey Crew – 1 Man		105.00
Crew Chief		85.00
Field Man		65.00
Researcher		80.00
Survey Technician		80.00

MISCELLANEOUS

Mileage (per mile)	\$	0.52
Other Direct Costs		at cost +15%

CrossRoad Engineers, PC

3417 Sherman Drive

Beech Grove, Indiana 46107

Rates Effective through December, 2016

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	May 4, 2016	
Early Conceptual Plans for Review	June 5, 2016	
Preliminary Plans for Review	June 24, 2016	
Preliminary (50% Design) Plans	June 24, 2016	
Stakeholder Meetings	July 18-22, 2016	
Begin R/W Engineering	July 25, 2016	
Field Check Plans for Review	August 19, 2016	
R/W Engineering Complete / Begin APAs & Appraisals	August 19, 2016	
Hold Field Check and Utility Coordination Meeting	September 19-23, 2016	
Appraisals Complete	September 30, 2016	
Begin Buying	October 3, 2016	Performed by City
Draft Final Plans, Specs and Preliminary Cost Est.	February 3, 2017	
Final Plans and Specs – Ready for Bidding	February 17, 2017	
Bid Advertising/Bid Opening/Construction	February 17, 2017	Scheduled by City
Construction	April – October 2017	

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Principal in Charge	Trent E. Newport
Project Manager	Mark A. Beck

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

CrossRoad Engineers, PC
(Name of Organization)

By: _____

Trent E. Newport, President
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____

City of Bloomington
Redevelopment Commission
AMENDED 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: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper

Project Description:

This project will construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements for East Winslow Road at South Walnut Street Pike. A map depicting the location of this project is attached. This project may also include short sidewalk sections to connect to adjacent facilities.

The bicycle and pedestrian facilities included in this project will provide numerous connections between residents, businesses, transit routes, and other existing transportation infrastructure. The intersection improvements are proposed in order to enhance safety at a location that has experienced 18 right angle crashes within a 5 year period.

Furthermore, this project will support an application for Low Income Housing Tax Credits by demonstrating a public infrastructure commitment within 0.25 miles of the housing site. The Low Income Housing Tax Credits would be used to construct Crawford Apartments II, which would be adjacent to the proposed multiuse path on South Henderson Street.

The project is expected to take three steps. First, the proposed improvements will be analyzed and designed. Second, any necessary right of way will be purchased. Third, the improvements will be constructed.

There is some sidewalk infrastructure currently in place along East Winslow Road and South Henderson Road. It is expected that this existing sidewalk infrastructure will be completely removed and that the new multiuse paths will be constructed in its place. Accordingly, this project is more akin to new construction than the improvement of existing infrastructure.

To the extent this is an improvement of existing infrastructure (for instance, the intersection improvements for East Winslow Road and South Walnut Street Pike), it satisfies all four factors of the TIF Test.

1. It is substantial work that involves the addition of new parts.
2. The improved intersections should have increased value, as it will be safer.
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: March 2016

End Date: December 2017

Financial Information:

Estimated full cost of project:	\$732,000
Sources of funds:	
Consolidated TIF	\$732,000

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	Preliminary Engineering	\$132,000.00	March 2016 – December 2017 ¹
2	Right of Way Acquisition	\$50,000.00	September 2016 – March 2017
3	Construction	\$550,000.00	March 2017 – December 2017

¹ This will extend through the construction phase to ensure engineering services are available throughout the construction process.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**16-19
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CONSULTING AGREEMENT WITH BLOOMINGTON
ECONOMIC DEVELOPMENT CORPORATION**

- 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—including the Middle Parcels and the Morton Street Parcels—in accordance with the CTP Master Plan (“Project”); and
- WHEREAS, in Resolution 15-32, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, in order to activate the Dimension Mill in accordance with the CTP Master Plan, it is desirable for the RDC to have a better understanding of the potential tenants of the Dimension Mill, and how the Dimension Mill can best serve as an anchor for the development of The Trades District; and
- WHEREAS, City Staff has obtained a quote from the Bloomington Economic Development Corporation (“BEDC”) to—in conjunction with Kirkwood Design Studio, PC (“KDS”), the RDC, and the City of Bloomington—provide the Redevelopment Commission with a Building Space Needs analysis of the Dimension Mill, for an amount not to exceed \$11,400; and
- WHEREAS, City Staff has negotiated a consulting agreement with BEDC, a copy of which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are available Bond funds to pay for the Building Needs Space Analysis; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the timeline and cost of the Project, which is attached to this Resolution as Exhibit B; 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 Building Needs Space Analysis serves the public's best interests.
2. The RDC hereby awards the contract for the Building Needs Space Analysis to BEDC, in an amount not to exceed \$11,400.00, as provided herein. The RDC designates Linda Williamson as its representative, pursuant to Article 4 of the Agreement.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Eleven Thousand Four Hundred Dollars (\$11,400.00) from the Bond funds (Fund 975-15-150000-53990) to obtain the Building Space Needs Analysis from BEDC, to be payable in accordance with the terms of the consulting agreement.
4. The RDC hereby authorizes Donald Griffin to sign the Contract with the BEDC on behalf of the RDC.
5. Unless extended by the Redevelopment Commission in a resolution prior to September 1, 2016, the authorizations provided under this Resolution shall expire on September 1, 2016.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES
WITH BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

This Agreement, entered into on this _____ day of _____, 2016 by and between the Redevelopment Commission of the City of Bloomington (“Redevelopment Commission”), and Bloomington Economic Development Corporation (“Consultant”),
WITNESSETH:

WHEREAS, the Redevelopment Commission purchased certain property within The Trades District from Indiana University; and

WHEREAS, one of the buildings that the Redevelopment Commission purchased was the Dimension Mill; and

WHEREAS, the Redevelopment Commission wishes to have the Dimension Mill renovated as part of the process of activating The Trades District in a manner consistent with the Certified Tech Park Master Plan; and

WHEREAS, the Redevelopment Commission wishes to have a better understanding of the potential tenants of the Dimension Mill, and how the Dimension Mill can best serve as an anchor for the development of The Trades District; and

WHEREAS, Consultant is dedicated to enhancing the vitality of Bloomington, including increasing opportunities for local citizens, through the support of existing businesses, tackling workforce issues, and fostering entrepreneurial activity; and

WHEREAS, a Building Space Needs analysis for the Dimension Mill (“Services”) would allow the Redevelopment Commission to better understand the needs of potential tenants of the Dimension Mill and how the Dimension Mill can best be renovated to maximize its functionality; and

WHEREAS, Consultant is able to—in conjunction with the Redevelopment Commission and the City of Bloomington (“City”)—identify potential tenants for the Dimension Mill and, in conjunction with Kirkwood Design Studio, PC (“Subcontractor”), to provide the Redevelopment Commission with the Services; and

WHEREAS, Consultant is willing to work with the Redevelopment Commission, City, and Subcontractor to provide the Services; and

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

Article 1. Scope of Services:

Consultant will work with the Redevelopment Commission, City, and Subcontractor to provide the Redevelopment Commission with a Building Space Needs Proposal for the Dimension Mill.

Consultant expects to meet with, among others, businesses, entrepreneurs, technology companies, start ups, and entrepreneurial support organizations potentially interested in the Dimension Mill in order to ascertain their building needs and desires.

With each potential business and organization, Consultant—in conjunction with Subcontractor—will review space needs, technology needs, common space, lighting, security, acoustics, image identification, and building systems. Consultant expects each meeting with an interested potential business or organization to last approximately one (1) hour. Consultant or Subcontractor will document each meeting, and distribute that documentation to the interested potential business or organization to confirm the accuracy of the documentation. Consultant and Subcontractor will use that information to generate a Building Space Needs Proposal for the Dimension Mill. In the event that a business or organization desires to remain confidential during the planning process, Consultant or Subcontractor will designate such business or organization with a project name.

In generating the Building Space Needs Proposal, Consultant and Subcontractor will look at—among other things—overall building circulation, space factors, common space needs, outdoor space needs, whether the building can support a mezzanine, and parking needs.

Consultant will meet regularly with the Economic Development Director of the City as a designated representative of the Redevelopment Commission and the City.

Consultant, in conjunction with Subcontractor, will provide the Redevelopment Commission with an Interim Presentation, after the Building Space Needs Analysis has reached approximately 50% completion.

At the conclusion of the Services, the Consultant will—in conjunction with Subcontractor—provide the Redevelopment Commission with a written report that includes:

1. Executive Summary
2. Building Space Needs Proposal
3. Appendix of Individual Meeting Documentation

Article 2. Term: The term of this Agreement shall be from the date of execution of the Agreement through September 1, 2016.

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

Article 4. Responsibilities of the Redevelopment Commission: The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and both Consultant and Subcontractor shall be entitled to rely upon the accuracy and completeness of such information. The Redevelopment Commission designates the Economic Development Director of the City to act on its behalf with regard to this Agreement.

Article 5. Compensation: Consultant shall provide its services to the City at no cost. Subcontractor shall be compensated for the Services at an hourly rate of \$130.00 per hour, not to exceed the amount of Eleven Thousand Four Hundred Dollars (\$11,400.00).

Consultant shall submit an invoice for the services of the Subcontractor, to the Redevelopment Commission on a monthly basis. Invoices should be sent to:

Linda Williamson
Economic & Sustainable Development
City of Bloomington
401 N. Morton Street
P. O. Box 100
Bloomington, Indiana 47402-0100

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 Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—then the Redevelopment Commission shall have the right to immediately terminate this Agreement without penalty. Consultant shall be responsible for payment of the Subcontractor from the funds paid by the Redevelopment Commission.

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 Redevelopment Commission or its designated project coordinator prior to such work being performed or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses, approved by the Redevelopment Commission, 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. Schedule: Consultant shall commence performance of the Services promptly and shall continue performance without undue delay. Consultant shall promptly inform the Redevelopment Commission 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 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Redevelopment Commission may terminate or suspend performance of this Agreement at its discretion at any time upon written notice to the Consultant. Both Consultant and Subcontractor shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay the Consultant for all the Services performed by Consultant and Subcontractor 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 and Subcontractor'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 and Subcontractor in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Article 10 herein.

Article 8. Identity of Consultant: The Consultant acknowledges that one of the primary reasons for its selection by the Redevelopment Commission 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 or by its professional subcontractor, Kirkwood Design Studio P.C., whom the Redevelopment Commission explicitly approves. Consultant shall not subcontract any part of the Services—except to Kirkwood Design Studio P.C.—without the prior written permission of the Redevelopment Commission. The Redevelopment Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of costs to be provided by Consultant or Subcontractor shall represent Consultant's or any Subcontractor's best judgment based upon the information currently available and upon Consultant's or any Subcontractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant, any Subcontractor nor the Redevelopment Commission has control over various cost elements related to the project. Accordingly, Consultant and any Subcontractor cannot and do not warrant or represent that proposals or bids received will not vary from any cost estimates provided pursuant to this Agreement.

Article 10. 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 (or any subcontractor) as part of the Services shall become the property of the Redevelopment Commission. Consultant (or subcontractor) shall retain its ownership rights in its design, drawing details, computer software not developed for the Project, and other proprietary property.

The Redevelopment Commission acknowledges that the Documents are prepared only for the Project.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant and Subcontractor shall be independent contractors, and in no event shall either Consultant or Subcontractor, or any officer, employee, volunteer, or representative represent himself, herself, or itself to be an employee of the Redevelopment Commission or the City of Bloomington. Contractor and Subcontractor 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 12. Limitation of Liability: It is recognized that Consultant is a nonprofit organization performing a service to the community for the Redevelopment Commission and, except as provided by Article 23 of this Agreement, its liability under this Agreement is limited to the amount of any sums paid to it hereunder. This limitation shall not be interpreted as waiving or limiting any liability of any Subcontractor.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant or Subcontractor 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. 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 Redevelopment Commission, and the officers, employees and agents of each shall be named as an additional insured under the General Liability policy, and such policy shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City or the Redevelopment Commission will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Redevelopment Commission's designated representative prior to the commencement of work under the Agreement. Approval of the insurance by the Redevelopment Commission's designated representative 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 Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right, at the Redevelopment Commission's election, to forthwith terminate the Agreement without penalty.

Article 14. 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. For the avoidance of doubt, programming of space for an office for Consultant by any Subcontractor does not constitute a conflict hereunder.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment. Neither the Redevelopment Commission 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 its rights to payment without the Redevelopment Commission'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 18. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and the Consultant.

Article 19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

Article 20. 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 21. 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 Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. Notices. Any notice required by this Agreement shall be made in writing or by electronic mail to the addresses specified below:

Redevelopment Commission:

Linda Williamson
Economic & Sustainable Development Department
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, Indiana 47402-0100
(812) 349-3477
williali@bloomington.in.gov

Consultant:

Lynn Coyne
Bloomington Economic Development Corporation
1720 N. Kinser Pike, Suite 001
Bloomington, Indiana 47404
(812) 335-7346
lcoyne@comparebloomington.us

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

Article 23. 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 Redevelopment Commission obtains information that Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission 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 Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, Consultant or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission 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 Redevelopment Commission.

Article 24. Intent to be Bound. The Redevelopment Commission 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 25. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Redevelopment Commission 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.

Bloomington Redevelopment Commission

Bloomington Economic Development Corp.

By: _____
Donald Griffin, President

By: _____
Lynn Coyne, President

City of Bloomington
Redevelopment Commission
AMENDED 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: Certified Technology Park – Property Transfer Preparations
Project Manager: Linda Williamson
Project Description: Statutory requirements and other administrative steps needed in order to ultimately transfer CTP properties to new owners
Project Timeline: Present – 12/31/2018
 Start Date: June 2015
 End Date: 12/31/2018

Financial Information:

Estimated full cost of project:	\$56,000
Sources of funds:	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	975 – Downtown TIF Bond (CTP Surplus)

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

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

Transfer of Morton Street Parcels (Hunter Lot 6, 7, 8)

Phase	Description	Estimated Cost	Timeline
1	Legal Advertisement (Notice of Offering/Instruction to Bidders for Lot 6 + 7)	\$200	7/13 RDC Meeting 7/18 & 7/25 newspaper
2	Legal Counsel Review of Purchase Agreement	\$10,000	July 2016
3	Title Insurance	\$1,500	July 2016
4	Other Property Closing Costs	\$1500	July 2016

“Middle” Parcels Property Transfer(s) – (Area 3, 4 and 5 from Development Area Map from Res. 14-10)

Phase	Description	Estimated Cost	Timeline
1	Appraisal Updates	\$8,000	July – November 2015
2	Legal Advertisement	\$200	August 2015 – April 2016
3	Dimension Mill Building Space Needs Analysis	\$11,400	May – September 2016
4	Plat/Legal Descriptions	\$5,000	TBD ¹
5	Recording Costs	\$200	TBD
6	Legal Counsel Review of Purchase Agreements	\$15,000	TBD
7	Title Insurance	\$1,500	TBD
8	Other Property Closing Costs	\$1,500	TBD

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ Items with the timeline “TBD” will depend on the specific development proposals selected by the Redevelopment Commission for this site.

**16-20
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CONSULTING AGREEMENT WITH BCA ENVIRONMENTAL
CONSULTANTS, 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 that are west of Rogers Street as affordable and workforce housing (“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 was identified as “Environmental Remediation”; and
- WHEREAS, in order to identify what, if any, environmental remediation is necessary, the Redevelopment Commission previously authorized BCA Environmental Consultants, LLC (“BCA”) to complete an Environmental Assessment for an amount not to exceed Thirteen Thousand Nine Hundred Dollars (\$13,900.00); and
- WHEREAS, in order to continue to prepare the West of Rogers property for sale, a Site Status Letter from the Indiana Brownfields Program (a division of the Indiana Department of Environmental Management), is also recommended; and
- WHEREAS, City Staff has obtained a quote from BCA to obtain a Site Status Letter on the West of Rogers Property for an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00); and
- WHEREAS, City Staff has negotiated a consulting agreement with BCA, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, there are available Bond funds to pay for the Site Status Letter; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the timeline of the Project, and itemizes the Environmental Remediation of the West of Rogers property, which is attached to this Resolution as Exhibit B; 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 Site Status Letter serves the public’s best interests.
2. The RDC hereby awards the contract for the Site Status Letter to BCA, in an amount not to exceed \$1,500.00, as provided herein. The RDC designates Linda Williamson as its representative, pursuant to Article 4 of the Agreement.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) from the Bond funds (Fund 975-15-150000-53990) to obtain the Site Status Letter from BCA, to be payable in accordance with the terms of the consulting agreement.
4. The RDC hereby authorizes Donald Griffin to sign the Contract with BCA on behalf of the RDC.
5. Unless extended by the Redevelopment Commission in a resolution prior to May 31, 2017, the authorizations provided under this Resolution shall expire on May 31, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES
WITH BCA ENVIRONMENTAL CONSULTANTS, LLC

This Agreement, entered into on this _____ day of _____, 2016, by and between the Redevelopment Commission of the City of Bloomington (“Redevelopment Commission”), and BCA Environmental Consultants, LLC (“Consultant”), **WITNESSETH:**

WHEREAS, Consultant has previously completed the Environmental Site Assessment (ESA) work on the property the Redevelopment Commission owns west of North Rogers Street in The Trades District (“Site”), and is currently preparing a National Environmental Policy Act (NEPA) Document for the Site; and

WHEREAS, the Redevelopment Commission wishes to engage the services of Consultant to obtain a Site Status Letter for the Site (“Services”); and

WHEREAS, it is in the public interest that the Site Status Letter be obtained; and,

WHEREAS, the Consultant is willing and able to work with the Indiana Brownfields Program to obtain the Site Status Letter;

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

Article 1. Scope of Services:

Consultant will prepare all documents necessary to request and obtain a Site Status Letter on the Site from the Indiana Brownfields Program (“IBP”) and will communicate and coordinate with IBP during their review of the Site Status Letter Request to provide any clarification or additional information. The issuance of the Site Status Letter is solely at the discretion of the IBP, and it is assumed that any additional environmental investigation(s) required by IBP will be completed under a separate contract or by other parties, if needed. It is also assumed that no soil removal or groundwater treatment will be necessary prior to IBP’s issuance of the Site Status Letter.

Article 2. Term: The term of this Agreement shall be from the date of execution of the Agreement through May 30, 2017.

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

Article 4. Responsibilities of the Redevelopment Commission: The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission 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 Redevelopment Commission shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 5. Compensation: Consultant shall be paid One Thousand Five Hundred Dollars (\$1,500.00) for the Services.

Consultant shall submit an invoice to the Redevelopment Commission on a monthly basis based on its percent completion. Invoices should be sent to:

Linda Williamson
Economic & Sustainable Development Department
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, Indiana 47402-0100
(812) 349-3477

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 Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—then the Redevelopment Commission 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 Redevelopment Commission or its designated project coordinator prior to such work being performed or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses, approved by the Redevelopment Commission, 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. Schedule: Consultant shall commence performance of the Services promptly and shall continue performance without undue delay. Consultant shall promptly inform the Redevelopment Commission 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 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Redevelopment Commission 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 Redevelopment Commission, and the Redevelopment Commission 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 Redevelopment Commission, as set forth in Article 9 herein.

Article 8. Identity of Consultant: The Consultant acknowledges that one of the primary reasons for his or her selection by the Redevelopment Commission 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 Redevelopment Commission. The Redevelopment Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. 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 Redevelopment Commission. Consultant shall retain its ownership rights in its design, drawing details, computer software not developed for the Project, and other proprietary property. The Redevelopment Commission acknowledges that the Documents are prepared only for the Project.

Article 10. 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 Redevelopment Commission. 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 11. Indemnification: Consultant shall defend, indemnify and hold harmless the City of Bloomington, the Redevelopment Commission, and the officers, agents, and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance 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, the Redevelopment Commission, or the City or Redevelopment Commission's agents, servants or independent contractors who are directly responsible to the City or Redevelopment Commission.

This indemnification provision shall apply if there is negligence of the Consultant, either active or passive negligence.

Article 12. 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 Redevelopment Commission, 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 or the Redevelopment Commission will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Redevelopment Commission’s designated representative prior to the commencement of work under the Agreement. Approval of the insurance by the Redevelopment Commission’s designated representative 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 Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right at the Redevelopment Commission’s election to forthwith terminate the Agreement without penalty.

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Article 14. 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 15. 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.

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(812) 349-3477
williali@bloomington.in.gov

Consultant:
Joel Markland
Director of Project Development
BCA Environmental Consultants, 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 Redevelopment Commission and the Consultant.

Article 22. 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 Redevelopment Commission obtains information that Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission 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 Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, Consultant or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission 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 Redevelopment Commission.

Article 23. Intent to be Bound. The Redevelopment Commission 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 24. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Redevelopment Commission 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.

Bloomington Redevelopment Commission

BCA Environmental Consultants, LLC

By: _____
Donald Griffin, President

By: _____
Joel Markland, Director of Project Development

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: CTP: Affordable/Workforce Housing – West of Rogers
Project Manager: Linda Williamson
Project Description: Solicit redevelopment proposals for affordable and workforce housing, mixed use, plaza/recreation space West of Rogers. **Subdivide (as needed) and prepare the properties for sale.**
Project Timeline: Present – 12/31/2018
 Start Date: July 2015
 End Date: 12/31/2018

Financial Information:

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

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

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

Phase	Description	Estimated Cost	Timeline
1	Developer(s) Selection(s) (RFP)	-	November 2015 – December 2016
2	Property Subdivision/Legal Descriptions/Replat/Record	\$11,000	TBD ¹
3	Updated Appraisals	\$8,000	TBD
4	Legal Advertisement(s)	\$200-\$400	TBD
5	Project Agreements		June 2016 – December 2017
5a	- Legal Review	\$5,000	
5b	- Determine any City incentives; commitments to seek HOME, Low Income Housing Tax Credits, CDBG	-	TBD
6	Closing Costs	\$3,000	TBD
7	Site Prep/Improvements as needed	\$3,000,000	November 2015- 2017
7a	- Environmental remediation		
	- Environmental Assessment	\$13,900	December 2015 – May 2016
	- Site Status Letter	\$1,500	April 2016 – May 2017
7b	- Utility improvements		
7c	- Site Infrastructure		
7d	- Streetscapes		
7e	- Plaza space		
7f	- Other as negotiated		
8	Project Construction	-	2017 – 2018

¹ Items with the timeline “TBD” will depend on the specific development proposals selected by the Redevelopment Commission for this site.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**16-21
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING THE
PURCHASE OF THE SHOWERS BUILDING**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC to exercise an option in the City’s Lease with the Bloomington Municipal Facilities Corporation to purchase the portion of the Showers Building that the City uses as City Hall (“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 has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, 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:** Purchase of Showers Building**Project Manager:** Jeff Underwood**Project Description:**

The Bloomington Municipal Facilities Corporation (“BMFC”) owns the portion of the Showers Building that the City uses as City Hall (“City Hall”).

In 1993, the City entered into a lease with the BMFC regarding its use of City Hall (“the 1993 Lease”). Pursuant to the 1993 Lease, the City makes lease payments of \$675,000 per year to the BMFC. These payments are made out of the City’s share of the Monroe County Option Income Tax. At the conclusion of the lease, ownership of City Hall transfers to the City without further cost to the City. In other words, the lease with the BMFC was a financing mechanism for the City to acquire the Showers Building for use as City Hall.

The 1993 Lease permits the City to exercise an option to purchase City Hall prior to the conclusion of the Lease. The City wishes to exercise that option.

This is a permissible use of Tax Increment, because it is a payment “for [a] local public improvements (which include buildings . . .) that [is] physically located in” the Consolidated TIF.

Project Timeline:

Start Date: May 2016
End Date: October 2016

Financial Information:

Estimated full cost of project:	\$3,250,000
Sources of funds:	
Consolidated TIF	\$3,250,000

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	Purchase of City Hall	\$3,250,000	October 2016

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____