

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
May 6, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – April 15, 2019
- III. EXAMINATION OF CLAIMS** –April 19, 2019 for \$1,218,476.24 and May 3, 2019 for \$215,319.24
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 12, 2019 for \$30,873.88 and April 26, 2019 for \$30,873.88
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report – Update from Pat East on The Mill’s Progress
- VI. NEW BUSINESS**
 - A. Resolution 19-38: Approval of 2019 Neighborhood Improvement Grants
 - B. Resolution 19-39: Extension of Funding for the Trades District Arborist
 - C. Resolution 19-40: Approval of Additional Funding for Appraisals within the Consolidated TIF
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. 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 15, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, Mary Alice Rickert, and Eric Sandweiss,

Commissioners Absent: David Walter and Sue Wanzer

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

Others Present: Larry Allen, Attorney, City Legal Department; Jeff Underwood, Controller; Alex Crowley, Director, Economic & Sustainable Development; Philippa Guthrie, Corporation Counsel; James Muncy, BloomingLabs; Matt Smethurst, Project Manager, Planning and Transportation; Randy Cassady, Cassady Electric; Jim Whitlatch, RBOWA, LLC; Bill Beggs, RBOWA, LLC.

- II. READING OF THE MINUTES** – Mary Alice Rickert moved to approve the April 1, 2019, minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Mary Alice Rickert moved to approve the claim register for April 5, 2019, for \$81,238.35. Eric Sandweiss seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Eric Sandweiss moved to approve the payroll register for March 29, 2019, for \$30,873.83. Sue Sgambelluri seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Sims stated she will attend a panel discussion tonight for Bloomington Pride, on housing in the Bloomington community.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer’s Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update. Alex Crowley reported infrastructure in the Trades District should be completed the first couple weeks of May. He said the preliminary garage design work is underway.
- VI. NEW BUSINESS**
- A.** Resolution 19-32: Approval of CMc Contract for Trades District. Jeff Underwood stated Garmong Construction was selected as the Construction Manager as Constructor (“CMc”) for the development of the Trades District Garage. This contract outlines the process for the construction of the garage as well as compensation. Once the guaranteed maximum price for the project is set, the risk of that construction transfers from the City to the CMc. Allen stated the guaranteed maximum price will come back to the RDC for approval.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved approval of Resolution 19-32. Sue Sgambelluri seconded the motion. The board unanimously approved.

- B. Resolution 19-33: CSO Addendum for Fourth Street Phase I. Underwood stated the City has negotiated an addendum to the agreement with CSO Architects, for additional demolition design services for the Fourth Street Garage. The additional services is for an amount not to exceed \$36,000.

Underwood said RFP responses for a construction manager, are due this week. Staff requested that CSO proceed with a proposal for developing demo plans for the Fourth Street Garage. The goal is keep the two projects in sync as much as possible in order to receive maximum savings.

Eric Sandweiss asked if any cost change is anticipated during this phase, due to prolonged discussions, which delayed this project. Underwood stated no.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 19-33. Mary Alice Rickert seconded the motion. The board unanimously approved.

- C. Resolution 19-34: Approval of S. College Avenue Property Purchase Agreement. Jeff Underwood stated staff negotiated an agreement to purchase the property at 216 S. College Avenue, which is just north of the convention center. The purchase price is \$4,995,000. The closing is scheduled for July 15, 2019. This agreement allows 60 days for any inspections or environmental assessments that are deemed necessary.

Eric Sandweiss asked for an outline of the lots to be purchased. Bill Beggs stated the two lots at the South West corner of 4th and College are not included in the purchase.

Underwood stated the lots under lease, will be assumed with the purchase.

Eric Sandweiss asked if the terms of the current leases for the two lots preclude any form of development. Allen stated that the lots are not part of this purchase agreement, but the lot lease would not preclude development on the remainder the property.

Eric Sandweiss asked if there are any relationships between the law firm and the City that would create questions of conflict. Guthrie stated no.

Sue moved to approve Resolution 19-34. Mary Alice Rickert seconded the motion. The board unanimously approved.

- D. Resolution 19-35: Approval of Tabor Architecture Contract. Alex Crowley stated staff has negotiated an agreement with Tabor/Bruce for due diligence at 216 South College Avenue. They put together a series of subcontracts to inspect various elements of the building. Crowley said the inspections will be part of our due diligence process for the acquisition, including the environmental portion.

Don Griffin asked if this was publically bid. Larry Allen said no, we are not required to bid for professional services.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 19-35. Mary Alice Rickert seconded the motion. The board unanimously approved.

- E. Resolution 19-36: Approval of RCA Park Construction Contract. The project review and approval form for this project was approved by the RDC on March 23, 2018. The project is now ready to begin the construction phase. Staff negotiated a contract with Scenic Construction Services for an amount not to exceed \$238,700.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri asked if this project is an appropriate use of TIF funds. Allen stated yes.

Eric Sandweiss asked what process city staff uses to decide on design improvements. Underwood stated Parks and Recreation holds public charrettes on all of their construction and reconstruction projects. They have a public process they follow on every project. The parks board reviews the plans and also have specific state, local, and federal requirements for accessibility.

Don Griffin asked for public comment. There were no comments from the public.

Mary Alice Rickert moved to approve Resolution 19-36. Sue Sgambelluri seconded the motion. The board unanimously approved.

- F. Resolution 19-37: Tree Removal Change Order – 17th Street Reconstruction Project. Matt Smethurst stated this change order is for additional tree removal. One tree that needs to be removed is not on the original plans. There are two trees shown on the plans that measure larger than anticipated and therefore cost more to remove. The change order total will be an additional \$4,090.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 19-37. Mary Alice Rickert seconded the motion. The board unanimously approved.

G. BUSINESS/GENERAL DISCUSSION

Jeff Underwood stated the public charrettes for the convention center begin April 16, 2019.

Underwood informed the commission that the next step with the Trades District Garage will be site selection.

H. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

19-38
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-Two Thousand Four Hundred and Seventy-Four Dollars and three cents (\$42,474.03), 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. Bloomington Housing Authority Resident Council: **\$2,729.03**
The BHARC will host the *Back-to-School Bash* for 300 children who reside in Bloomington Housing Authority public housing. The BHARC host the back to school program for the children and provide them with a backpack filled with school and hygiene products to start their new school year.
2. Park Ridge East Neighborhood Association: **\$23,321.00**
Park Ridge East would like to obtain funding to restore native plants to the Park Ridge East Park to help sustain the native bird and butterfly populations of Monroe County. The Park Ridge East Park will be a living example of environmentally sound landscaping practices that preserve biodiversity in urban settings.
3. Prospect Hill Neighborhood Association: **\$16,424.00**
PHNA is requesting funds to install a custom aluminum archway sign with “Rose Hill Cemetery” and the date the cemetery was named, in the

sign that will powder coated black, Restoration and repair of the six cement columns at the same entrance. Related events include a headstone restoration workday with Cemetery Committee members from the Monroe County Historical Society.

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**Summary of 2019 Funding Round
2019 Neighborhood Improvement Grant Applications**

Bloomington Housing Authority Resident Council

Total award request from the City	\$2,729.03
Total value of match	<u>\$2,000.00</u>
Total Project Cost	\$4,729.03

The BHARC will host the *Back-to-School Bash* for 300 children who reside in Bloomington Housing Authority public housing. The BHARC host the back to school program for the children and provide them with a backpack filled with school and hygiene products to start their new school year.

Park Ridge East Neighborhood Association

Total award request from the City	\$23,321.00
Total value of match	<u>\$ 9,375.00</u>
Total Project Cost	\$32,696.00

Park Ridge East would like to obtain funding to restore native plants to the Park Ridge East Park to help sustain the native bird and butterfly populations of Monroe County. The Park Ridge East Park will be a living example of environmentally sound landscaping practices that preserve biodiversity in urban settings.

Prospect Hill Neighborhood Association

Total award request from the City	\$16,424.00
Total value of match	<u>\$ 4,426.00</u>
Total Project Cost	\$20,850.00

PHNA is requesting funds to install a custom aluminum archway sign with “Rose Hill Cemetery” and the date the cemetery was named, in the sign that will powder coated black, Restoration and repair of the six cement columns at the same entrance. Related events include a headstone restoration workday with Cemetery Committee members from the Monroe County Historical Society

19-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF AGREEMENT FOR ARBORIST SERVICES RELATED TO
THE TRADES DISTRICT INFRASTRUCTURE PROJECT**

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”) to create a geographical center of innovation called the Trades District (the “Project”); and

WHEREAS, in Resolution 18-15, the RDC approved an agreement for an arborist to evaluate and implement a mitigation plan for the trees in the Trades District; and

WHEREAS, there are rollover costs from 2018 that need to be paid from the fund to the arborist pursuant to the agreement approved in Resolution 18-15; and

WHEREAS, the RDC has available TIF funds to pay for the services;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC extends the funding authorization contained in Resolution 18-15 through July 31, 2019, unless extended by the RDC in advance.
3. Nothing in this resolution shall otherwise be construed as altering the services or revoking or altering any other aspect of the Agreement approved in Resolution 18-15.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



MEMORANDUM

TO: Jeff Underwood
FROM: Alex Crowley
DATE: January 29, 2018
RE: Jud Scott Consulting Arborist Services – Trades District Tree Preservation

Funding Source: 430-15-150000-53990

Total Dollar Amount of Contract: Not to exceed Four Hundred Seventy Five Dollars (\$475) for the initial site visit.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The rate for additional services, including but not limited to additional site visits, document preparation or review, shall be set at One Hundred Sixty Dollars per hour (\$160/hr) and the total fees and expenses for said additional services shall not exceed One Thousand Two Hundred Eighty Dollars (\$1,280). The Department shall not make payment for any unauthorized work or expenses.

Expiration Date of Contract: February 16, 2018

Department Head Initials of Approval: AC

Due Date For Signature: 01/29/2018

Record Destruction Date (Legal Dept to fill in): December 31, 2028

Legal Department Internal Tracking #: 18-061

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Anahit Behjou.

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Alex Crawly

Summary of Contract: The Services shall include the following:

1. Site visit to inspect trees and discuss preservation options 2.
2. Additional site visits, as required, preparation of mitigation plan document and reports/appraisals as required.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT
DEPARTMENT
AND
JUD SCOTT CONSULTING ARBORIST SERVICES
FOR
TRADES DISTRICT TREE PRESERVATION

This Agreement, entered into on this 30th day of January, 2018, by and between the City of Bloomington Economic & Sustainable Development Department (the “Department”), and Jud Scott Arborist LLC (“Consultant”),

WITNESSETH:

WHEREAS, the Department requires the services of a professional consultant in order to inspect trees in the Trades District and formally propose tree preservation options (the “Services” as further defined below); 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 Department.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Alex Crowley as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under

similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department 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 Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Hundred Seventy Five Dollars (\$475) for the initial site visit.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The rate for additional services, including but not limited to additional site visits, document preparation or review, shall be set at One Hundred Sixty Dollars per hour (\$160/hr) and the total fees and expenses for said additional services shall not exceed One Thousand Two Hundred Eighty Dollars (\$1,280). The Department shall not make payment for any unauthorized work or expenses.

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. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. 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 Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 7. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Reuse of Instruments of Service

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

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

Article 10. 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 Department. Consultant 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 Department, and the officers, agents and employees of the City and the Department 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 of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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

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

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

Article 13. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

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.

Article 16. Assignment

Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. 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 all regards, including, but not limited to, employment.

Article 20. 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. 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 B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person

who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:

Consultant:

City of Bloomington	Jud Scott Consulting Arborist LLC
Attn: Alex Crowley	Attn: Jud Scott
401 N. Morton, Suite 150	4721 E 146 th Street
Bloomington, Indiana 47402	Carmel, Indiana 46033

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

Article 23. Intent to be Bound

The Department and Consultant each binds 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 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

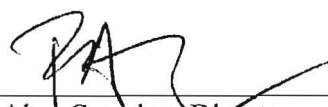
Article 25. Non-Collusion

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 C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

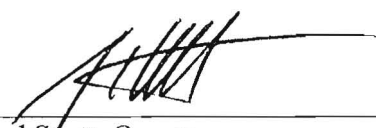
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

JUD SCOTT CONSULTING ABORIST LLC



Alex Crowley, Director
Economic & Sustainable Development



Jud Scott, Owner

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

Article 25. Non-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 C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

JUD SCOTT CONSULTING ARBORIST LLC



Alex Crowley, Director
Economic & Sustainable Development

Jud Scott, Owner

CITY OF BLOOMINGTON
Legal Department
Reviewed By: anahitah
DATE: 01-29-17

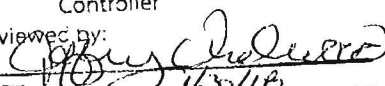
CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 1/30/18
FUND/ACCT: 430-15 399

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Site visit to inspect trees and discuss preservation options
2. Additional site visits, as required, preparation of mitigation plan document and reports/appraisals as required.

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

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

[Signature]
Signature Jud Scott
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jud Scott and acknowledged the execution of the foregoing this 30th day of January, 2018.

[Signature] My Commission Expires: 9-10-25
Notary Public's Signature

Laurel Waters County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT C

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

NON-COLLUSION AFFIDAVIT

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 30th day of January, 2018.

JUD SCOTT CONSULTING ABORIST LLC

By: [Signature]

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Jud Scott and acknowledged the execution of the foregoing this 30th day of January, 2018.

[Signature]
Notary Public's Signature

My Commission Expires: 9-10-2025

Laurel waters
Printed Name of Notary Public

County of Residence: Monroe

Consultant shall complete the Services required under this Agreement on or before February 16, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M.J Schuetz Insurance Services 55 Monument Circle, Suite 500 Indianapolis IN 46244-0070	CONTACT NAME: Carlos Reichman PHONE (A/C, No, Ext): 317-548-3045 FAX (A/C, No): 317-639-6910 E-MAIL ADDRESS: creichman@mjsis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Fire & Casualty Company	NAIC # 13021
INSURER B: American Interstate Insurance	31895
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED VNEA-1
 Vine & Branch, Inc.
 Jud Scott Consulting Arborist, LLC
 4721 E. 146th Street
 Carmel IN 46033

COVERAGES **CERTIFICATE NUMBER: 374411037** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		60483057	10/22/2017	10/22/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY	Y		60483057	10/22/2017	10/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			60483057	10/22/2017	10/22/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	AVWCIN2545722016	10/22/2017	10/22/2018	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000	
							E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	Arborist & Landscapers Property Damage & Professional Liability			60483057	10/22/2017	10/22/2018	Each Occurrence Limit 1,000,000 Aggregate Limit 1,000,000 Deductible 1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Bloomington, the Department, and the officers, employees and agents are shown as Additional Insured's on a Primary Non-Contributory basis with respects to the General Liability & Automobile policies. Waiver of Subrogation applies in favor of the Additional Insured's with respects to the Workers Compensation policy.

CERTIFICATE HOLDER The City of Bloomington Attn: Alex Crowley 401 N. Morton Suite 150 Bloomington IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Redevelopment Commission Resolution 18-15
Exhibit B

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: CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

Project Manager: Andrew Cibor, Alex Crowley

Project Description: This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
End Date: December, 2018

Financial Information:

Estimated full cost of project:	\$9,306,209.39 7,311,204
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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	Complete Design, Construction Documents	\$970,409.39 ¹	September 2014 – December 2018 ²
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a ³	Construction Management	\$499,500 \$249,750	November 2017 – December 2018
2b	Construction Solution Tree/Red Lot Milestone Contractors Infrastructure Milestone Contractors Cassady Electric Contingency	\$10,500,000 \$356,595 \$4,982,000 \$549,000 \$200,000	November 2017 – December 2018
	Arborist Services	\$25,000	February- December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

² Pursuant to the Third Addendum, Anderson + Bohlander will remain on contract through the construction phase.

³ Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

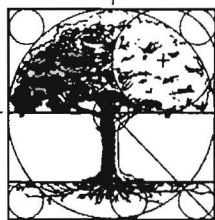
Redevelopment Commission Resolution 18-15
Exhibit B

- Resolution History:**
- 15-06 Approval of 2015 Design Contract
 - 15-13 Approval of Additional Survey Work
 - 15-60 Approval of Original Project Review and Approval Form
 - 15-75 Approval of Amended Project Review and Approval Form
 - 15-76 Approval of Additional Design Services (Geotechnical)
 - 16-34 Approval of 2016 Design Contract
 - 17-22 Approval of Additional Design Services
 - 17-51 Approval of Appraisals
 - 17-56 Approval of Additional Design Services
 - 17-61 Approval of Construction Management Agreement
 - 17-62 Approval of Offering Sheet
 - 17-89 Approval of Construction for Parking Lot Improvements
 - 17-92 Approval of Project Agreement with Morton Street Properties
 - 17-94 Approval of Additional Design Services
 - 18-13 Approval of Contracts for Bid Package #1 to Milestone Contractors and Bid Package #2 to Cassidy Electric
 - 18-15 Approval of Contract for Arborist Services

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Jud Scott

CONSULTING ARBORIST

4721 E. 146th St., Carmel, IN 46033
P: 317.815.8733 • F: 317.818.9865
judscottconsultingarborist.com
treeconsultant@aol.com

February 5, 2018

Alex Crowley
Director, Economic & Sustainable Development
City of Bloomington, Indiana
crowleya@bloomington.in.gov
812.349.3477 office
812.360.5566 cell
bloomington.in.gov

Scope of Work: Consulting Arborist Services- Written Tree Preservation Plan

Proposal

•	Written Tree Preservation Plan with bullet points for drawings	\$750.00
•	Additional costs that may relate to the case will be billed at \$160.00 per hour. This rate would be for additional site visits, document preparation review, and reports or appraisals. All services are billed portal to portal with expenses.	

Customer understands and agrees that any claims for damages arising from Jud Scott Consulting Arborist LLC (JSCA) or its agent's performance, under this Contract shall be limited to an amount equal to the fee charged by JSCA for the services rendered. Customer agrees to hold harmless and indemnify JSCA from and against any and all claims, liability, damages, actions, causes of actions, and expenses (including reasonable attorney fees) asserted against JSCA by any person for any act or omission by JSCA other than liability arising from the sole negligence of JSCA.

All statements of fact for any consulting service will be offered to the best of Jud Scott Consulting Arborist LLC agent's knowledge and belief, and they are made in good faith. Payment is due upon receipt of invoice.

Jud Scott Consulting Arborist LLC. Authorized Signature

By: _____

Print Name: Jud Scott

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined.

Signature: _____

Print Name: _____

Date: _____

STATEMENT OF QUALIFICATIONS

Jud Scott

Registered Consulting Arborist #392,
American Society of Consulting Arborists

Certified Arborist #IN-0287A,
International Society of Arboriculture

M. Arbor A. #PR 200177,
Arboricultural Association, U.K.

Past President, American Society of Consulting Arborists

Member Jud Scott Consulting Arborist LLC,
2010-Present

President, Vine & Branch Inc. 1980-Present

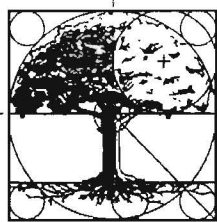


Education

1980 Wabash College, Bachelor of Arts
International Society of Arboriculture, Certified Arborist IN-0287A
American Society of Consulting Arborists, Academy Graduate
American Society of Consulting Arborists, Registered Consulting Arborist #392

Professional Association Membership

American Society of Consulting Arborists (ASCA)
Arboricultural Association of U.K. (AA)
Indiana Arborists Association (IAA)
Indiana Academy of Science
Indiana Nurserymen's and Landscape Association (INLA)
Indiana Urban Forestry Council (IUFC)
Indianapolis Landscape Association (ILA)
International Society of Arboriculture (ISA)
National Society of Professional Insurance Investigators (NSPII)
Tree Care Industry Association (TCIA)
Utility Arborist Association (UAA)



Jud Scott
CONSULTING ARBORIST

4721 E. 146th St., Carmel, IN 46033
P: 317.815.8733 • F: 317.818.9865
judscottconsultingarborist.com
treeconsultant@aol.com

February 15, 2018

Alex Crowley
Director, Economic & Sustainable Development
City of Bloomington, Indiana

Scope of Work: Consulting Arborist Services- Tree Preservation Plan Proposal

- Tree care as specified- Bartlett Tree 2/28/2017
- Soil care – four pin oaks \$180.00
- Soil treatment- four pin oaks \$895.00
- Pruning – four pin oaks \$4490.00
- Install Tree Preservation Fencing- Fence all four as one preservation area \$1995.00
- Provide Tree Preservation Area Signage- 10 signs, English and Spanish \$275.00
- Irrigation a needed- To be performed by site contractors
- Six site visits during the construction process \$6600.00
- Landscaping plan review \$750.00
- Hardscape plan review \$750.00
- Irrigation plan review \$750.00
- Unscheduled visits if required will be \$1500.00

Total \$16,685.00

- Additional costs that may relate to the project will be billed at \$160.00 per hour. This rate would be for additional site visits, document preparation review, and reports or appraisals. All services are billed portal to portal with expenses.

Notes:

Bartlett Quote is good for this winter (2018) only. It has been adjusted to include the fourth pin oak and to drop the honeylocust. Payment can be made directly to Bartlett. Irrigation: It is assumed contractor will perform this. If not can quote.

Customer understands and agrees that any claims for damages arising from Jud Scott Consulting Arborist LLC (JSCA) or its agent's performance, under this Contract shall be limited to an amount equal to the fee charged by JSCA for the services rendered. Customer agrees to hold harmless and indemnify JSCA from and against any and all claims, liability, damages, actions, causes of actions, and expenses (including reasonable attorney fees) asserted against JSCA by any person for any act or omission by JSCA other than liability arising from the sole negligence of JSCA.

All statements of fact for any consulting service will be offered to the best of Jud Scott Consulting Arborist LLC agent's knowledge and belief, and they are made in good faith. Payment is due upon receipt of invoice.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined.

Signature: _____

Print Name: _____

STATEMENT OF QUALIFICATIONS

Jud Scott

Registered Consulting Arborist #392,
American Society of Consulting Arborists

Certified Arborist #IN-0287A,
International Society of Arboriculture

M. Arbor A. #PR 200177,
Arboricultural Association, U.K.

Past President, American Society of Consulting Arborists

Member Jud Scott Consulting Arborist LLC,
2010-Present

President, Vine & Branch Inc. 1980-Present



Education

1980 Wabash College, Bachelor of Arts
International Society of Arboriculture, Certified Arborist IN-0287A
American Society of Consulting Arborists, Academy Graduate
American Society of Consulting Arborists, Registered Consulting Arborist #392

Professional Association Membership

American Society of Consulting Arborists (ASCA)
Arboricultural Association of U.K. (AA)
Indiana Arborists Association (IAA)
Indiana Academy of Science
Indiana Nurserymen's and Landscape Association (INLA)
Indiana Urban Forestry Council (IUFC)
Indianapolis Landscape Association (ILA)
International Society of Arboriculture (ISA)
National Society of Professional Insurance Investigators (NSPII)
Tree Care Industry Association (TCIA)
Utility Arborist Association (UAA)

Additional Contract Clause Attachment

The following clause is added and incorporated as an additional contract term.

Steel or Foundry Products. To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should Owner feel that the cost of domestic steel or foundry products is unreasonable, Owner will notify Contractor in writing of this fact.

Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

The United States is defined to include all territory subject to the jurisdiction of the United States.

Owner may not authorize or make any payment to Contractor unless Owner is satisfied that Contractor has fully complied with this provision.

Acceptance. Signed _____

Printed Name _____

Title _____

Date _____

19-40
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY WITHIN THE
ALLOCATION AREAS FOR THE PURPOSE OF POSSIBLE ACQUISITION

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 “Consolidated Economic Development Area” (“Consolidated TIF”); and

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and

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

WHEREAS, Indiana Code Sections 36-7-14-19, -19.5 require, in most circumstances, that the RDC obtain two independent appraisals of fair market value for the property; and

WHEREAS, in Resolution 18-63, the RDC approved funding for independent appraisals of property within the Consolidated TIF pursuant to the mission of redevelopment; and

WHEREAS, pursuant to seeking the necessary appraisals for a list of properties the RDC has determined are targets for future development, City staff is seeking additional funding for future appraisals; and

WHEREAS, Staff is requesting an additional amount for the necessary appraisals of various parcels of property within the Consolidated TIF not to exceed \$50,000; and

WHEREAS, the RDC has available TIF and Bond funds to pay for the appraisals; and

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

1. The RDC hereby approves additional payments not to exceed \$50,000.00 from the Bond or TIF funds for appraisals for the acquisition of property within the Consolidated TIF.

2. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date