

AGENDA
REDEVELOPMENT COMMISSION
April 1, 2024, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, at anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

Join Zoom Meeting

<https://bloomington.zoom.us/j/85253133750?pwd=XVbDtlbxbkQYa7K8bUNNayzDkrf4oj.1>

Meeting ID: 852 5313 3750

Passcode: 162599

- I. ROLL CALL**
- II. READING OF THE MINUTES** –March 18, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – March 29, 2024 for \$318,309.63
- IV. EXAMINATION OF PAYROLL REGISTERS** March 22, 2024 for \$43,349.18
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 24-32: Approval of Contract with Ann-Kriss LLC to Secure 714 S Rogers Street
 - B. Resolution 24-33: Approval of Assignment and Assumption Agreement
 - C. Resolution 24-34: Approval of Agreement with CSX for the B-Line Trail and Multiuse Path Project for Railroad Flagging
- VII. BUSINESS/GENERAL DISCUSSION**
- 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, March 18, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deb Hutton presiding:

<https://catstv.net/m.php?q=13348>

I. ROLL CALL

Commissioners Present: Deb Hutton, Deborah Myerson, and John West attended in person. Sue Sgambelluri attended via Zoom

Commissioners Absent: Randy Cassady

City Staff Present: Kerry Thomson, Mayor; Larry Allen, City Attorney, Legal Dept.; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; Jane Kupersmith, Director, ESD; Jessica McClellan, City Controller; Cheryl Gilliland, Deputy Controller

Others Present: John Fernandez, Senior Vice President, The Mill; Dave Askins, B Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation; Deb Kunce, J.S. Held; Lucas Gonzalez; Chris Ciolli, Weddle Bros. Construction; Chuylin Li; Sam Dove

II. READING OF THE MINUTES – John West moved to approve the March 4, 2024 minutes and the March 4, 2024, Executive Summary, via roll call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – Deborah Myerson moved to approve the claim register for March 15, 2024, for \$588,728.32, via roll call vote. John West seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – John West moved to approve the payroll register for March 8, 2024, for \$35,359.13, via roll call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Hanson was available to answer questions.

B. Legal Report: Larry Allen stated that Resolution 24-28, approval of the letter of intent for RDC property located within the Trades District, needs to be removed from tonight's agenda. John Fernandez will give an update at tonight's meeting and request to postpone the agenda item.

C. Treasurer's Report: Jessica McClellan gave an update on TIF fund balances. McClellan is working with HAND staff on a TIF fund status report to include in the commission packets monthly.

D. Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Deb Kunce gave a brief update on Hopewell's activities.

Kunce and staff answered questions from the commissioners.

VI. NEW BUSINESS

- A. Resolution 24-28: Approval of Letter of Intent for Redevelopment Commission Property Located within the Trades District.** John Fernandez stated there was a late-breaking development this afternoon. He explained the latest development and asked to postpone Resolution 24-28 until a final best proposal can come back to the RDC for approval.

Staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

John West moved to postpone Resolution 24-28 until staff brings it back to a future meeting, via roll call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 24-29: Addendum to Contract for Landscape Maintenance with Nature's Way.** As part of the upkeep of the newly renovated infrastructure in the Trades District and the Trades District Garage, the RDC approved an agreement with Nature's Way in Resolution 23-08 to perform landscaping and maintenance in the Trades District. In Resolutions 23-18 and 23-24, the RDC approved addendums to the agreement to add tree trimming and interior plant maintenance services to the agreement. City Staff have brought an addendum to the agreement to provide and extend the services under the agreement through 2024 for an amount not to exceed \$44,000.

Deborah Myerson pointed out that the previous amendments to the contract were not included in the packet. Larry Allen stated he fully intended to include those in the packet and he will attach them to Resolution 24-29.

Staff answered questions from the commissioners.

Deborah Myerson moved to approve Resolution 24-29 with the amendments added to the contract, via roll call vote. John West seconded the motion. The motion passed unanimously.

- C. Resolution 24-30: Approval of Duke Energy Easement in the Trades District.** Construction has begun on the Trades District Technology Center (a.k.a. the Forge). As a result of the construction, it was necessary to relocate certain utilities, including Duke Energy's transmission line and a new transformer. Duke Energy must obtain an easement to the new location of its transformer to access the equipment and lines in the event of failure, maintenance, or needed upgrades.

Deb Hutton asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 24-30, via roll call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

Mayor Thompson announced that she appointed Ann Killion-Hanson as the permanent HAND Director.

- XI. ADJOURNMENT** – Deborah Myerson moved to adjourn. John West seconded the motion. The meeting adjourned at 5:30 PM.

Date: _____



KERRY THOMSON
MAYOR

JESSICA MCCLELLAN
CONTROLLER

CITY OF BLOOMINGTON

CONTROLLER'S OFFICE

401 N Morton St 240
Post Office Box 100
Bloomington IN 47402

p 812.349.3412
f 812 349 3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 03-28-2024 (\$318,309.63)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 03-16-2024 to 03-28-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in black ink that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller

In consultation with Anna Hanson, Interim Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 03-16-2024 to 03-28-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in blue ink that reads "Margie Rice".

Larry Allen, City Attorney

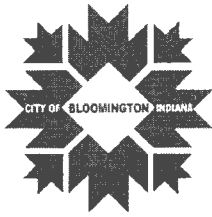
Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1373	15-Social Media Marketing for the HAND Dept-2/29/24	Paid by EFT # 58030		03/19/2024	03/19/2024	03/28/2024		03/28/2024	580.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$580.00
							Program 150000 - Main Totals		Invoice Transactions 1	\$580.00
							Department 15 - HAND Totals		Invoice Transactions 1	\$580.00
							Fund 153 - LIT – Economic Development Totals		Invoice Transactions 1	\$580.00
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006259743	15-Public Notice-Request for Release of Funds 1020 N Monroe	Paid by EFT # 527		03/19/2024	03/19/2024	03/28/2024		03/28/2024	214.46
							Account 53320 - Advertising Totals		Invoice Transactions 1	\$214.46
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	2160-32424	15-CDBG-EHR-3310 Browning -Payravi-repair hole in wall/paint	Paid by EFT # 524		03/19/2024	03/19/2024	03/28/2024		03/28/2024	500.00
421 - Centerstone Of Indiana, INC	198678	15-Sprinkler System Repair/Replace at 645 S Rogers	Paid by EFT # 525		03/19/2024	03/19/2024	03/28/2024		03/28/2024	200,000.00
47 - Community Kitchen Of Monroe County, INC	FEB 2024	15-CDBG-meals for February 2024 - 661 meals	Paid by EFT # 526		03/19/2024	03/19/2024	03/28/2024		03/28/2024	2,141.64
7932 - Tandem Community Birth Center and PostPartum House	23-1263-1	15-CDBG Grant - Ramp Installation at 2613 E 3rd	Paid by EFT # 528		03/19/2024	03/19/2024	03/28/2024		03/28/2024	19,500.00
							Account 53960 - Grants Totals		Invoice Transactions 4	\$222,141.64
Account 53990 - Other Services and Charges										
5900 - VET Environmental Engineering, LLC	7354	15-CDBG-Environmental Services for Osage Southwest Part 58	Paid by EFT # 529		03/19/2024	03/19/2024	03/28/2024		03/28/2024	2,750.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$2,750.00
							Program 150000 - Main Totals		Invoice Transactions 6	\$225,106.10
							Department 15 - HAND Totals		Invoice Transactions 6	\$225,106.10
							Fund 250 - CDBG Totals		Invoice Transactions 6	\$225,106.10



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	778670	15-Voltage Tester, Circuit Analyzer for Rental Inspections	Paid by EFT # 58054		03/19/2024	03/19/2024	03/28/2024		03/28/2024	37.17
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$37.17
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006259636	15-Public Notice-Historic Preservation Historic District/BHQA	Paid by EFT # 58025		03/19/2024	03/19/2024	03/28/2024		03/28/2024	35.00
							Account 53320 - Advertising Totals		Invoice Transactions 1	\$35.00
Account 53990 - Other Services and Charges										
203 - INDIANA UNIVERSITY	93764106	15-Fee for Table at the IDS Housing Fair-2/21/24	Paid by Check # 78186		03/19/2024	03/19/2024	03/28/2024		03/28/2024	510.00
1235 - Monroe County Apartment Association	bYvthZmi5v	15-Luncheon Registration--3/21/24 - J. Hewett	Paid by Check # 78190		03/19/2024	03/19/2024	03/28/2024		03/28/2024	30.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$540.00
							Program 151600 - Title 16 Totals		Invoice Transactions 4	\$612.17
Program 152000 - Historic Preservation										
Account 53320 - Advertising										
6891 - Gatehouse Media Indiana Holdings	0006259743A	15-Public Notice-Historic Preservation Historic Dist-615 N Linco	Paid by EFT # 58025		03/19/2024	03/19/2024	03/28/2024		03/28/2024	110.18
6891 - Gatehouse Media Indiana Holdings	0006259636	15-Public Notice-Historic Preservation Historic District/BHQA	Paid by EFT # 58025		03/19/2024	03/19/2024	03/28/2024		03/28/2024	39.50
							Account 53320 - Advertising Totals		Invoice Transactions 2	\$149.68
Account 53960 - Grants										
9081 - Elizabeth M Mitchell	0000001	15-research/videographer-African American Walking Tour	Paid by EFT # 58068		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,400.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$1,400.00
							Program 152000 - Historic Preservation Totals		Invoice Transactions 3	\$1,549.68
							Department 15 - HAND Totals		Invoice Transactions 7	\$2,161.85
							Fund 100 - General Fund (50101) Totals		Invoice Transactions 7	\$2,161.85



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 408 - Unsafe Housing										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3399	15-Title 6 Abatements 1719 W. Gray Street- 2/7, 2/8 & 2/13/24	Paid by EFT # 57942		03/19/2024	03/19/2024	03/28/2024		03/28/2024	7,763.00
18036 - 4 U Lawn and Landscape, LLC	3398	15-Title 6 Abatements 622 N. North Street- 2/6/24	Paid by EFT # 57942		03/19/2024	03/19/2024	03/28/2024		03/28/2024	3,760.20
18036 - 4 U Lawn and Landscape, LLC	3397	15-Title 6 Abatements 2501 E. 8th Street- 2/13/24	Paid by EFT # 57942		03/19/2024	03/19/2024	03/28/2024		03/28/2024	456.20
18036 - 4 U Lawn and Landscape, LLC	3396	15-Title 6 Abatements 333 N. Clark Street- 2/13/24	Paid by EFT # 57942		03/19/2024	03/19/2024	03/28/2024		03/28/2024	848.70
18036 - 4 U Lawn and Landscape, LLC	3395	15-Title 6 Abatements 1315 W. 7th Street- 12/20/23	Paid by EFT # 57942		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,851.00
205 - City Of Bloomington	000426368	15-PC Reim-Mo Co Rec-Recording Fees- Title 6 Abatements- 3/7/24	Paid by Check # 78174		03/19/2024	03/19/2024	03/28/2024		03/28/2024	125.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	\$14,804.10
							Program 150000 - Main Totals		Invoice Transactions 6	\$14,804.10
							Department 15 - HAND Totals		Invoice Transactions 6	\$14,804.10
							Fund 408 - Unsafe Housing Totals		Invoice Transactions 6	\$14,804.10
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
5609 - Aecom Technical Services	2000864427	15-Hopewell PH 1 East, Environmental 01/06/24-03/01/24	Paid by EFT # 57946		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,486.25
3444 - Rundell Ernstberger Associates, INC	2022-1671-16	15-Hopewell PH 1 East - Inspection thru 01/31/24	Paid by EFT # 58109		03/19/2024	03/19/2024	03/28/2024		03/28/2024	40,281.25
6197 - CE Solutions, INC	23-144-06	15-Assessment & Study-Hopewell Garage-services thru 3/08/24	Paid by EFT # 57988		03/19/2024	03/19/2024	03/28/2024		03/28/2024	400.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0139535	15-Project Management for Hopewell Site - February 2024	Paid by EFT # 58047		03/19/2024	03/19/2024	03/28/2024		03/28/2024	14,499.96
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$56,667.46</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 4	<u>\$56,667.46</u>
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
11272 - Patriot Engineering And Enviromental, INC	137323	04:Tech Center- Inspections/Material Testing service thru 1/30/24	Paid by EFT # 58086		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,370.25
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$1,370.25</u>
							Program 159002 - Downtown Area Totals		Invoice Transactions 1	<u>\$1,370.25</u>
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5641 - AZTEC Engineering Group, INC	171672	15-B-Line Extension Project, Adm 4 & 5-01/01-01/31/24	Paid by EFT # 57954		03/19/2024	03/19/2024	03/28/2024		03/28/2024	920.00
19362 - CrossRoad Engineers, PC	240362	07-B-Line Extension (CE) 01/27/24-02/23/24	Paid by EFT # 57997		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,711.26
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$2,631.26</u>
							Program 159006 - West 17th Street Area Totals		Invoice Transactions 2	<u>\$2,631.26</u>
							Department 15 - HAND Totals		Invoice Transactions 7	<u>\$60,668.97</u>
							Fund 439 - Consolidated TIF Totals		Invoice Transactions 7	<u>\$60,668.97</u>
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7414 - MAP Communications, INC (Live Voice)	000032-109-211	06-Answering Service for College Square- March 2024	Paid by Check # 78189		03/19/2024	03/19/2024	03/28/2024		03/28/2024	49.73
7402 - Nature's Way, INC	64082	06-Monthly Interior Maintenance - College Square - 3/1/24	Paid by EFT # 58075		03/19/2024	03/19/2024	03/28/2024		03/28/2024	83.54



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-193047	06-Janitorial Service at College Square - 3/1/2024	Paid by EFT # 58117		03/19/2024	03/19/2024	03/28/2024		03/28/2024	397.50
656 - B&L Sheet Metal and Roofing, INC	2043298	04-Roof Maintenance and Repair Work for The Mill	Paid by EFT # 57955		03/19/2024	03/19/2024	03/28/2024		03/28/2024	2,898.50
392 - Koorsen Fire & Security, INC	IN00610382	15-Annual Fire Alarm-Base Monitoring-320 W 8th-3/1/24-2/28/25	Paid by EFT # 58055		03/19/2024	03/19/2024	03/28/2024		03/28/2024	600.00
7402 - Nature's Way, INC	64080	15-Monthly Interior Maintenance-Showers West-3/1/24	Paid by EFT # 58075		03/19/2024	03/19/2024	03/28/2024		03/28/2024	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-193492	15-Janitorial Services - West Showers- 3/1/24	Paid by EFT # 58117		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,648.00
2974 - MacAllister Machinery Co, INC	R67570093201	04-Rental of Straight Boom for Mill Roof Repair-2/21-2/26/24	Paid by EFT # 58058		03/19/2024	03/19/2024	03/28/2024		03/28/2024	857.75
208 - City Of Bloomington Utilities	35277-002 0224	15-320 W. 8th St- Showers West-water/sewer bill-Feb 2024	Paid by Check # 78148		03/20/2024	03/20/2024	03/20/2024		03/20/2024	285.65
223 - Duke Energy	9101315253890 224	15-615 W. 1st St-elec chgs 1/26-2/23/24	Paid by Check # 78150		03/20/2024	03/20/2024	03/20/2024		03/20/2024	169.38
223 - Duke Energy	9101229908840 324	5-Hopewell-W 2nd St-elec chgs-02/03/24-03/04/24	Paid by Check # 78159		03/20/2024	03/20/2024	03/20/2024		03/20/2024	26.26
223 - Duke Energy	9101397672040 324	15-Showers W-320 E 8th St-elec chgs-2/2-3/1/24	Paid by Check # 78152		03/20/2024	03/20/2024	03/20/2024		03/20/2024	5,480.43
208 - City Of Bloomington Utilities	200981-001 0224	15-640 N Madison-water/sewer bill-February 2024	Paid by Check # 78148		03/20/2024	03/20/2024	03/20/2024		03/20/2024	11.21
208 - City Of Bloomington Utilities	4995-004 0224	15-627 N Morton-water/sewer bill-February 2024	Paid by Check # 78148		03/20/2024	03/20/2024	03/20/2024		03/20/2024	61.39
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58261898-030724	15-489 W. 10th St-Unit #1-gas bill 02/01-03/01/24	Paid by Check # 78167		03/20/2024	03/20/2024	03/20/2024		03/20/2024	416.47
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58261914-030724	15-489 W. 10th St-Unit #2-gas bill 02/01-03/01/24	Paid by Check # 78167		03/20/2024	03/20/2024	03/20/2024		03/20/2024	197.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/16/24 - 03/28/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
208 - City Of Bloomington Utilities	14660-004 0224	04-College Sq-216 S. College-water/sewer bill-Feb 2024	Paid by Check # 78148		03/20/2024	03/20/2024	03/20/2024		03/20/2024	148.95
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 17	<u>\$13,608.61</u>
							Program 150000 - Main Totals		Invoice Transactions 17	<u>\$13,608.61</u>
							Department 15 - HAND Totals		Invoice Transactions 17	<u>\$13,608.61</u>
							Fund 444 - RDC Totals		Invoice Transactions 17	<u>\$13,608.61</u>
Fund 905 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	Feb-24	15-HDF- 410 W. Kirkwood Avenue-Feb 2024 bookkeeping	Paid by EFT # 57967		03/19/2024	03/19/2024	03/28/2024		03/28/2024	1,380.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$1,380.00</u>
							Program 150500 - Housing Totals		Invoice Transactions 1	<u>\$1,380.00</u>
							Department 15 - HAND Totals		Invoice Transactions 1	<u>\$1,380.00</u>
							Fund 905 - Housing Develop (Ord16-41)(S9506) Totals		Invoice Transactions 1	<u>\$1,380.00</u>
							Grand Totals		Invoice Transactions 45	<u>\$318,309.63</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/28/24	Claims				\$318,309.63
					<u>\$318,309.63</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$318,309.63

Dated this 25th day of March year of 2024.

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

Fiscal Office Cheryl Sililand



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

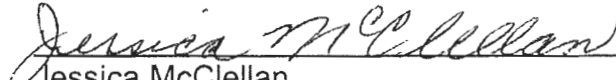
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

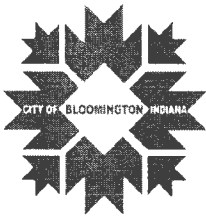
Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: March 22, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/04/2024 to 03/17/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/22/24 - 03/22/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	03/22/2024	2,777.43		.00	303.24	169.84	39.72	84.01	52.93	178.23	1,949.46
			.00	.00	2,639.38	2,739.38	2,739.38	2,639.38	2,639.38		
		\$2,777.43	\$0.00	\$0.00	\$303.24	\$169.84	\$39.72	\$84.01	\$52.93	\$178.23	\$1,949.46
10000 Bixler, Daniel R 2594	03/22/2024	2,205.68		.00	188.81	126.73	29.64	64.78	40.81	191.83	1,563.08
			.00	.00	2,043.95	2,043.95	2,043.95	2,043.95	2,043.95		
		\$2,205.68	\$0.00	\$0.00	\$188.81	\$126.73	\$29.64	\$64.78	\$40.81	\$191.83	\$1,563.08
10000 Collins, Barry 0111	03/22/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
2771 Council, David R	03/22/2024	2,242.80		.00	130.55	119.88	28.04	58.95	37.14	400.90	1,467.34
			.00	.00	1,863.54	1,933.54	1,933.54	1,863.54	1,863.54		
		\$2,242.80	\$0.00	\$0.00	\$130.55	\$119.88	\$28.04	\$58.95	\$37.14	\$400.90	\$1,467.34
3232 Davis, Rebecca D	03/22/2024	2,357.69		.00	255.40	142.13	33.24	72.89	45.92	106.35	1,701.76
			.00	.00	2,256.54	2,292.54	2,292.54	2,256.54	2,256.54		
		\$2,357.69	\$0.00	\$0.00	\$255.40	\$142.13	\$33.24	\$72.89	\$45.92	\$106.35	\$1,701.76
10000 Finley, Christina L 0187	03/22/2024	2,822.12		.00	379.06	175.37	41.02	89.80	57.36	33.78	2,045.73
			.00	.00	2,818.62	2,828.62	2,828.62	2,818.62	2,818.62		
		\$2,822.12	\$0.00	\$0.00	\$379.06	\$175.37	\$41.02	\$89.80	\$57.36	\$33.78	\$2,045.73
2393 Hayes, Chastina J	03/22/2024	2,399.69		.00	205.18	145.85	34.11	75.18	40.73	216.55	1,682.09
			.00	.00	2,327.42	2,352.42	2,352.42	2,327.42	2,327.42		
		\$2,399.69	\$0.00	\$0.00	\$205.18	\$145.85	\$34.11	\$75.18	\$40.73	\$216.55	\$1,682.09
10000 Hewett, John H 0251	03/22/2024	2,811.86		.00	309.08	161.23	37.71	80.77	50.89	404.02	1,768.16
			.00	.00	2,500.56	2,600.56	2,600.56	2,500.56	2,500.56		
		\$2,811.86	\$0.00	\$0.00	\$309.08	\$161.23	\$37.71	\$80.77	\$50.89	\$404.02	\$1,768.16
			\$0.00	\$0.00	\$2,500.56	\$2,600.56	\$2,600.56	\$2,500.56	\$2,500.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/22/24 - 03/22/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	03/22/2024	2,801.92		.00	221.98	170.78	39.94	66.74	42.05	697.27	1,563.16
			.00	.00	2,104.65	2,754.65	2,754.65	2,104.65	2,104.65		
		\$2,801.92		\$0.00	\$221.98	\$170.78	\$39.94	\$66.74	\$42.05	\$697.27	\$1,563.16
3306 Killion-Hanson, Anna	03/22/2024	4,346.16		.00	263.64	254.81	59.59	132.75	83.63	236.36	3,315.38
			.00	.00	4,109.80	4,109.80	4,109.80	4,109.80	4,109.80		
		\$4,346.16		\$0.00	\$263.64	\$254.81	\$59.59	\$132.75	\$83.63	\$236.36	\$3,315.38
1516 Liford, Kenneth T	03/22/2024	2,396.31		.00	190.88	148.57	34.75	76.43	48.15	46.60	1,850.93
			.00	.00	2,366.31	2,396.31	2,396.31	2,366.31	2,366.31		
		\$2,396.31		\$0.00	\$190.88	\$148.57	\$34.75	\$76.43	\$48.15	\$46.60	\$1,850.93
1378 Sandweiss, Noah S	03/22/2024	2,594.39		.00	310.54	155.45	36.36	79.74	49.87	102.48	1,859.95
			.00	.00	2,507.18	2,507.18	2,507.18	2,507.18	2,507.18		
		\$2,594.39		\$0.00	\$310.54	\$155.45	\$36.36	\$79.74	\$49.87	\$102.48	\$1,859.95
10000 Stong, Mary J 0471	03/22/2024	2,519.81		.00	266.11	144.47	33.79	74.46	46.91	350.24	1,603.83
			.00	.00	2,305.21	2,330.21	2,330.21	2,305.21	2,305.21		
		\$2,519.81		\$0.00	\$266.11	\$144.47	\$33.79	\$74.46	\$46.91	\$350.24	\$1,603.83
504 Swinney, Matthew P	03/22/2024	2,710.11		.00	428.25	168.41	39.39	87.25	54.97	37.94	1,893.90
			.00	.00	2,701.30	2,716.30	2,716.30	2,701.30	2,701.30		
		\$2,710.11		\$0.00	\$428.25	\$168.41	\$39.39	\$87.25	\$54.97	\$37.94	\$1,893.90
2477 Toothman, Cody B	03/22/2024	2,710.11		.00	116.49	158.73	37.12	81.45	49.75	155.16	2,111.41
			.00	.00	2,560.18	2,560.18	2,560.18	2,560.18	2,560.18		
		\$2,710.11		\$0.00	\$116.49	\$158.73	\$37.12	\$81.45	\$49.75	\$155.16	\$2,111.41
10000 Wills, Dee A 3418	03/22/2024	2,202.10		.00	222.02	133.60	31.25	67.99	52.62	130.53	1,564.09
			.00	.00	2,104.83	2,154.83	2,154.83	2,104.83	2,104.83		
		\$2,202.10		\$0.00	\$222.02	\$133.60	\$31.25	\$67.99	\$52.62	\$130.53	\$1,564.09
728 Wright, Edward E	03/22/2024	2,201.00		.00	232.62	133.49	31.21	69.54	37.68	52.77	1,643.69
			.00	.00	2,152.99	2,152.99	2,152.99	2,152.99	2,152.99		
		\$2,201.00		\$0.00	\$232.62	\$133.49	\$31.21	\$69.54	\$37.68	\$52.77	\$1,643.69
HAND - Housing & Neighborhood Dev		\$43,349.18		\$0.00	\$4,216.16	\$2,586.84	\$605.01	\$1,303.11	\$813.29	\$3,341.01	\$30,483.76
			\$0.00	\$0.00	\$40,612.46	\$41,723.46	\$41,723.46	\$40,612.46	\$40,612.46		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/22/24 - 03/22/24

Detail Listing

Grand Totals	\$43,349.18	\$0.00	\$4,216.16	\$2,586.84	\$605.01	\$1,303.11	\$813.29	\$3,341.01	\$30,483.76
	\$0.00	\$0.00	\$40,612.46	\$41,723.46	\$41,723.46	\$40,612.46	\$40,612.46		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/22/2024	Payroll				43,349.18
					<u>43,349.18</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 43,349.18

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

24-32
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONTRACT WITH ANN-KRISS LLC TO SECURE 714 S ROGERS STREET

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 S. Rogers Street (“Property”)
- WHEREAS, the Property is currently unoccupied and needs clean up from recent intrusions, and to have potential points of entry on the building boarded up and secured (“Services”); and
- WHEREAS, after obtaining quotes from different providers, Staff identified Ann-Kriss LLC (“Ann-Kriss”) as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with Ann-Kriss, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, Ann-Kriss is willing to perform the Services at the Property for an amount not to exceed Eight Thousand Five Hundred Sixty Dollars (\$8,560.00); and
- WHEREAS, the RDC has available funds in its maintenance account also known as the “444 account” and the Consolidated TIF to pay for the Services;

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

1. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A with Ann-Kriss for the Services.
2. The RDC hereby approves payment not to exceed Eight Thousand Five Hundred Sixty Dollars (\$8,560.00) to be paid from either its maintenance fund (Account Number 444-15-150000-53990) or the Consolidated TIF (Expanded Adams Crossing Area) for the Services to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
3. The funding authorizations contained in this Resolution shall terminate on September 1, 2024, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
ANN-KRISS LLC**

This Agreement, entered into on this ___ day of April, 2024, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and Ann-Kriss LLC (“Contractor”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional contractor to assist in cleaning up and securing windows and doors at 714 S. Rogers Street (“Services”); and

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

WHEREAS, Contractor is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in **Exhibit A**, “Scope of Work”, attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.

Contractor 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.

Contractor shall complete the Services required under this Agreement as soon as reasonably possible but not later than September 1, 2024, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s Project Manager, J.D. Boruff or his designee.

Contractor agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Contractor 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”). As part of its Standard of Care, Contractor shall ensure that all Services delivered by Contractor under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Contractor except for any third-party material Contractor has incorporated into the Services and for which Contractor has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

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

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand Five Hundred Sixty Dollars (**\$8,560.00**). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Christina Finley
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of

any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall complete the Services required under this Agreement on or before September 1, 2024. 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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor shall not subcontract any part of the Services without the prior permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Contractor and furnished to the City as part of the Services, shall become the intellectual property of the City. Contractor shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Contractor uses to deliver the Services.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and

any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Contractor has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor 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, Contractor 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.
- 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 City, 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 City's will be called upon to contribute to a loss hereunder.

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

Article 13. Conflict of Interest

Contractor 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. Contractor 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 City nor the Contractor 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 City and Contractor.

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

Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the grant and/or with

the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

Contractor 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). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor 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.

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

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

Article 22. Notices

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

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Contractor:

Ann-Kriss LLC
736 S. Morton Street
Bloomington, IN 47403

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

Article 23. Intent to be Bound

The City and Contractor 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 City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

ANN-KRISS LLC

Deb Hutton, RDC President

Dave Padgett, Owner

Margie Rice, Corporation Counsel

EXHIBIT A
“Scope of Work”

Contractor shall perform the following duties, in accordance with the quote provided to the City:

- Clean up any debris necessary to secure the site
- Remove windows, as necessary and directed by the City’s Project Manager, to reserve for future use
- Secure with appropriate materials all basement and first-floor windows and doors or any other potential points of entry (such as the porch, fire escape, etc.) on the building to prevent future intrusion into the building.
 - Contractor shall work with the City’s Project Manager to ensure that the building is appropriately secured.

The total cost for these Services shall be no greater than \$8,560.00.

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the _____ of _____.
(job title) (company name)
- 2. The company named herein that employs the undersigned:
 - 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

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____
Commission Number: _____

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.

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Larry Allen, Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,136,248.51
Sources of funds:	Total: \$37,420,337.00

Consolidated TIF	\$31,000,000
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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	Consulting	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,436,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Hopewell East	\$17,586,252.39	June 2021 – Aug. 2024
	7a. Design – Shrewsbury & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022

Redevelopment Commission Resolution 24-32

Exhibit B

	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7J. Observation Camera	\$23,707	2023-24
8.	Kohr Admin Redev.	\$95,505 \$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$545,645.57	
	9a Security Patrols – Marshall	\$234,494.95	2022-24
	9b Enhanced Security	Est. \$175,000 \$130,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24

	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
14	Demolition	\$365,152	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$8,560.00	2024

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA

- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs
- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with JS Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 3-115 Approval of Hopewell Post-Closing Agreement
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation

24-26 Repairs to Preserve Kohr Building for Redevelopment
24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-33
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) approved the Second Addendum to Parking Agreement (“Agreement”) with Crawford & Company d/b/a Praxis Consulting, Inc. (“Crawford”), modifying and extending the lease of parking spaces at 216 S. College Avenue on January 22, 2024; and

WHEREAS, Crawford has created Praxis Risk Services, Inc. (“Praxis”), a wholly owned subsidiary which will, as a separate entity, take care of the subrogation claims management and recovery services of the Crawford group in the United States; and

WHEREAS, as a result, Crawford desires to assign to Praxis all of RDC’s rights and obligations under the Agreement; and

WHEREAS, Praxis desires to assume all rights and obligations under the Agreement; and

WHEREAS, the RDC does not object to the assignment and assumption of rights and obligations under the Agreement; and

WHEREAS, City of Bloomington staff have presented the RDC with the Assignment and Assumption Agreement (the “Assignment”), a copy of which is attached hereto as Exhibit A; and

[Remainder of Page Blank]

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

1. The Assignment with Crawford and Praxis that is attached to this Resolution as Exhibit A is approved.
2. The RDC authorizes its President to sign the Assignment on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment and assumption agreement (this “Assignment”) dated March 25, 2024 is entered into by Crawford & Company (“Crawford”), Praxis Risk Services, Inc. (“Praxis”), and Bloomington Redevelopment Commission (“RDC”).

WHEREAS, a lease agreement for nine (9) parking spots located at College Square parking lot located in Bloomington, IN was executed between Crawford and RDC, a copy of which is attached hereto as Exhibit A (the “Agreement”);

WHEREAS, Crawford has created Praxis Risk Services, Inc., a wholly owned subsidiary which will, as a separate entity, take care of the subrogation claims management and recovery services of the Crawford group in the United States;

WHEREAS, As a result of the foregoing, Crawford desires to assign to Praxis all of RDC’s rights and obligations under the Agreement;

WHEREAS, Praxis desires to assume all rights and obligations under the Agreement, and RDC consents to the Assignment to Praxis;

WHEREAS, This Assignment shall be effective as of April 1, 2024 (the “Effective Date”).

NOW THEREFORE, Crawford, Praxis, and RDC in consideration of the mutual promises, covenants and undertakings contained herein, agree as follows:

1. RDC hereby assigns, transfers and conveys all of its right, title and interest in, to and under the Agreement to Praxis, its successors and assigns. This Assignment is effective as of the Effective Date.
2. Praxis hereby consents to such Assignment and assumes all of the rights and obligations of Crawford under the Agreement.
3. RDC hereby consents to such assignment and assumption by Praxis.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed in duplicate by their authorized representatives.

Crawford & Company

Praxis Risk Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Bloomington Redevelopment
Commission**

By: _____

Title: _____

Date: _____

24-34
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH CSX FOR THE
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT FOR RAILROAD FLAGGING

- 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 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, part of the Project includes trail that will be constructed adjacent to railroad tracks owned by CSX Transportation; and
- WHEREAS, City staff negotiation an agreement with CSX for inspection and flagging services for a total amount not to exceed \$47,300.00, which the RDC approved on June 20, 2023 via Resolution 23-50; and
- WHEREAS, it is estimated that the cost of flagging services will require additional \$75,000; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.

2. The RDC authorizes additional funding to cover the cost of flagging services in a total amount not to exceed \$122,300, payable in accordance with the terms of the agreement attached to this Resolution as Exhibit A.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

23-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA


APPROVAL OF AGREEMENT WITH CSX FOR THE
THE B-LINE TRAIL AND MULTIUSE PATH PROJECT

- 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 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, part of the Project includes trail that will be constructed adjacent to railroad tracks owned by CSX Transportation; and
- WHEREAS, City staff negotiation an agreement with CSX for inspection and flagging services for a total amount not to exceed \$47,300.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, of the total amount of the agreement, this represents an additional requested funding authorization for \$33,000, because \$14,300 was already approved in a prior resolution (Resolution 22-101)
- WHEREAS, the Agreement will be considered by the Board of Public Works on June 20, 2023; and
- WHEREAS, the Project is taking place adjacent to the Consolidated TIF (W 17th Street Area) and is serving the Consolidated TIF by extending the B-Line Trail and connecting it with the multiuse path within the Consolidated TIF; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B.

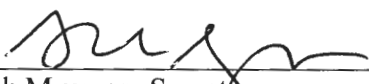
NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC approves the Agreement with CSX, and authorizes funding to pay for the Services in a total amount not to exceed \$47,300.00, payable in accordance with the terms of the Agreement attached to this Resolution as Exhibit A.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

6/20/2023

Date

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 202___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.36 thru Milepost 00Q-219.45, as located in Bloomington, Monroe County, Indiana (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to

the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved, either conditionally or unconditionally, by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved, either conditionally or unconditionally, by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, conditional approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

 - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT

against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the trail and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 “CSXT Affiliates”. For the purpose of this Section 11, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency’s Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three

(3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, Kentucky 41015
Project Manager – Public Projects

If to Agency: City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404
Attention: Roy Aten, Senior Project Manager

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Indiana, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BLOOMINGTON, INDIANA

By: _____
Print Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Bradley W. Armstrong
Project Manager – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Maintenance of Traffic Control Plan implementation, maintenance & removal
 - 2. Erosion Control Plan implementation, maintenance & removal
 - 3. Clearing, grading and paving of trail
 - 4. Drainage basin / drainage system construction
 - 5. All work incidental to complete the project
 - 6. Restoration of CSXT right-of-way to the satisfaction of CSXT

- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services and other protective services and devices as may be necessary to protect the interests of CSXT
 - 2. Construction engineering and inspection services to protect the interests of CSXT

BLOOMINGTON, MONROE COUNTY, INDIANA
 TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
 MONON SUBDIVISION, MILEPOST 00Q-219.4±
 CSXT OP NUMBER IN1187

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval*:

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>SUBMITTER</u>	<u>DATE</u>
1 of 109	Title Sheet	AZTEC	04/21/23
2 of 106	Index Sheet	AZTEC	02/27/23
3 of 109	Typical Sections	AZTEC	04/21/23
20 of 109	Plan & Profile	AZTEC	04/21/23
37 of 109	Detention Basin Grading Plan	AZTEC	04/21/23
74-77 of 109	Cross Sections	AZTEC	04/21/23

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the City of Bloomington, Indiana.

“Agency Representative” shall mean the authorized representative of the City of Bloomington, Indiana.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

EXHIBIT D

**INITIAL ESTIMATE
ATTACHED**

ACCT. CODE : 709 - IN1187

**Form Revision
04/21/23**

ESTIMATE SUBJECT TO REVISION AFTER: 5/18/2024 **DOT NO.:** N/A (CSX977132)
CITY: Bloomington **COUNTY:** Monroe **STATE:** IN
DESCRIPTION: Construction of B-Line Trail Extension adjacent to CSX (INRD leased) from Mileposts 00Q-219.36 to 00Q-219.45.
ZONE: Louisville **SUB-DIV:** Monon **MILE POST:** See Description
AGENCY PROJECT NUMBER: DES No. 1700735, Contract No. R-40293

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$13,000
Subtotal **\$13,000**

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services \$30,000
Subtotal **\$30,000**

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @	\$0
50	Labor (Foreman/Inspector)	Days @	\$0
70	Additive (Transportation Department)		\$0
50	Additive (Engineering Department)		\$0
	Subtotal		\$0

SIGNAL & COMMUNICATIONS WORK:

\$0

TRACK WORK:

\$0

PROJECT SUBTOTAL:

\$43,000

900 **CONTINGENCIES:** 10.00% \$4,300

PROJECT TOTAL:

\$47,300

CURRENT AUTHORIZED BUDGET:

\$12,100

TOTAL SUPPLEMENT REQUESTED:

\$35,200

DIVISION OF COST:

Agency	100.00%	\$35,200
Railroad	0.00%	\$0

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: **BWA** CSXT Public Project Group

DATE: 05/19/23

REVISED: 01/00/00

DATE: 05/19/23

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F**INSURANCE REQUIREMENTS****I. Insurance Policies:**

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A “Common Policy Conditions” Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 - 6. CSX OP number IN1187 must appear on each Declarations page and/or certificates of insurance.
 - 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property for the purposes of performing work in accordance with the Agreement dated _____, 202__, between the City of Bloomington, Indiana and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7

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: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, Additional federal funds for construction in the amount of \$1,247,538 have been applied for and are pending approval by the Bloomington-Monroe County MPO.

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

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th

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

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018
End Date: December 31, 2024

Financial Information:

Estimated full cost of project:	\$4,169,696 \$4,204,896
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,567,538 ^{1,3}
Consolidated TIF	\$2,387,708² \$2,422,908 ²

Project Phases:

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$12,100 \$47,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$400,000	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$2,410,000	Apr 2023 – Dec 2024
6	Construction Engineering	\$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.
² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed
³ Final amount of federal funds pending MPO approval.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of October 4, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the CITY OF BLOOMINGTON, a body corporate and political subdivision of the State of Indiana (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of the B-Line Trail, from Adams Street to Fountain Drive, including where the B-Line Trail is parallel and adjacent to the tracks and right-of-way of the CSXT Monon Subdivision, near Milepost 00Q-219.36 thru Milepost 00Q-219.45, as located in Bloomington, Monroe County, Indiana (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to

the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved, either conditionally or unconditionally, by CSXT, are referred to as the “Plans”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved, either conditionally or unconditionally, by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, conditional approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
 - 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“Contractors”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “Reimbursable Expenses”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “Estimate”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
 - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT

against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the trail and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with

respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 “CSXT Affiliates”. For the purpose of this Section 11, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency’s Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three

(3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
4802 Decoursey Pike
Taylor Mill, Kentucky 41015
Project Manager – Public Projects

If to Agency: City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404
Attention: Roy Aten, Senior Project Manager

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Indiana, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF BLOOMINGTON, INDIANA

By: 
Print Name: KYLA COX DECKARD
Title: PRESIDENT, BOARD OF PUBLIC WORKS

CSX TRANSPORTATION, INC.


By: 
Bradley W. Armstrong
Project Manager – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Maintenance of Traffic Control Plan implementation, maintenance & removal
 - 2. Erosion Control Plan implementation, maintenance & removal
 - 3. Clearing, grading and paving of trail
 - 4. Drainage basin / drainage system construction
 - 5. All work incidental to complete the project
 - 6. Restoration of CSXT right-of-way to the satisfaction of CSXT

- B. CSXT shall perform or cause to be performed:
 - 1. Flagging Services and other protective services and devices as may be necessary to protect the interests of CSXT
 - 2. Construction engineering and inspection services to protect the interests of CSXT

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval*:

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>SUBMITTER</u>	<u>DATE</u>
1 of 109	Title Sheet	AZTEC	04/21/23
2 of 106	Index Sheet	AZTEC	02/27/23
3 of 109	Typical Sections	AZTEC	04/21/23
20 of 109	Plan & Profile	AZTEC	04/21/23
37 of 109	Detention Basin Grading Plan	AZTEC	04/21/23
74-77 of 109	Cross Sections	AZTEC	04/21/23

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of October 4, 2023, as amended from time to time.

“Agency” shall mean the City of Bloomington, Indiana.

“Agency Representative” shall mean the authorized representative of the City of Bloomington, Indiana.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.
- V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
- 2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

**INITIAL ESTIMATE
 ATTACHED**

ACCT. CODE : 709 - IN1187

**Form Revision
 04/21/23**

ESTIMATE SUBJECT TO REVISION AFTER: 5/18/2024 **DOT NO.:** N/A (CSX977132)
CITY: Bloomington **COUNTY:** Monroe **STATE:** IN
DESCRIPTION: Construction of B-Line Trail Extension adjacent to CSX (INRD leased) from Mileposts 00Q-219.36 to 00Q-219.45.
ZONE: Louisville **SUB-DIV:** Monon **MILE POST:** See Description
AGENCY PROJECT NUMBER: DES No. 1700735, Contract No. R-40293

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$13,000
	Subtotal	\$13,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$30,000
	Subtotal	\$30,000

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	Days @	\$0
50	Labor (Foreman/Inspector)	Days @	\$0
70	Additive (Transportation Department)		\$0
50	Additive (Engineering Department)		\$0
	Subtotal		\$0

SIGNAL & COMMUNICATIONS WORK: \$0

TRACK WORK: \$0

PROJECT SUBTOTAL: \$43,000

900	<u>CONTINGENCIES:</u> 10.00%	\$4,300
-----	-------------------------------------	---------

PROJECT TOTAL: \$47,300

CURRENT AUTHORIZED BUDGET: \$12,100

TOTAL SUPPLEMENT REQUESTED: \$35,200

DIVISION OF COST:

Agency	100.00%		\$35,200
Railroad	0.00%		<u>\$0</u>

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, the contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: **Benesch**

Approved by: **BWA** CSXT Public Project Group

DATE: 05/19/23 REVISED: 01/00/00 DATE: 05/19/23

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A “Common Policy Conditions” Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. CSX OP number IN1187 must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

BLOOMINGTON, MONROE COUNTY, INDIANA
TRAIL EXTENSION CONSTRUCTION – B-LINE ADJACENT TO CSXT
MONON SUBDIVISION, MILEPOST 00Q-219.4±
CSXT OP NUMBER IN1187

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated October 4, 2023, between the City of Bloomington, Indiana and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7

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: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions, Additional federal funds for construction in the amount of ~~\$1,247,538~~ **\$2,468,978.96** have been applied for and are pending approval by the Bloomington Monroe County MPO have been awarded to the project.

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

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018

End Date: ~~December 31, 2024~~ **May 31, 2025**

Financial Information:

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

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.

Estimated full cost of project:	\$4,204,896 \$5,084,371.95
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$1,567,538 ¹⁺³ \$2,891,581.27 ¹
Consolidated TIF	\$2,422,908 ² \$1,978,340.68

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	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$47,300 \$122,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$400,000 \$528,252.89	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$2,410,000 \$3,086,223.70	Apr 2023 – Dec 2024
6	Construction Engineering	\$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement
- ~~Res. 24-34 – Approval of Funding for Railroad Flagging~~

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³Final amount of federal funds pending MPO approval.