

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
December 4, 2017
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 13, 2017
- III. EXAMINATION OF CLAIMS** –November 17, 2017 for \$231,109.91 and December 1, 2017 for \$1,371,737.07
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 27, 2017 for \$ 29,916.83 and November 9, 2017 for \$29,690.46
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 17-97: Approval of Funding for Animal Shelter Data Infrastructure Installation Services
 - B. Resolution 17-98: Approval of Reimbursement for Winslow/Henderson Right-of-Way Acquisition
 - C. Resolution 17-99: Amendment to Funding Approval for 2nd and College Signal Improvements
 - D. Resolution 17-100: To Amend Offer to Purchase Johnson’s Creamery
- 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, November 13, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Mary Alice Rickert, Sue Sgambelluri, Jennie Vaughan, and Kelly Smith

Commissioners Absent: None.

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development (HAND)

Other(s) Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development (ESD); Jeff Underwood, City Controller; Robin Stipp, property owner, 415 West 7th Street

II. READING OF THE MINUTES – Jennie Vaughan made a motion to approve the November 6, 2017 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – None.

IV. EXAMINATION OF PAYROLL REGISTERS – None.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader was available to answer questions.

B. Legal Report. Thomas Cameron was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update Report. Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Resolution 17-92: Approval of Project Agreement with Morton Street Properties. Thomas Cameron stated that based upon extensive negotiations, staff has prepared a draft project agreement. Cameron explained there are basically four components to the agreement:

1. The Redevelopment Commission's receipt of land
2. The Redevelopment Commission's transfer of land
3. The Redevelopment Commission's lease of parking next to the Showers Administration Building to Morton Street Properties
4. The Redevelopment Commission's construction of improvements in the current Red Lot

Jeff Jones, owner of Morton Street Properties and Solution Tree does a lot of international travel which has made it challenging to meet to finalize the agreement. However, there is a meeting scheduled for Thursday, November 16 to finalize the agreement. There could be minor changes to the project agreement between now and when it is completed.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-92. Jennie Vaughan seconded the motion. The board unanimously approved.

- B.** Resolution 17-93: Approval of MOUs with Monroe County regarding Parking in The Trades District. Thomas Cameron stated in order to construct the Red Lot Improvements, the parking lot will need to be closed for a short period of time. The current MOU with Monroe County does not authorize closing the parking lot for the improvements. Therefore, we need to amend the agreement with Monroe County.

Don Griffin asked for public comment. There was no public comment.

Jennie Vaughan made a motion to approve Resolution 17-93. David Walter seconded the motion. The board unanimously approved.

- C.** Resolution 17-94: Approval of Third Addendum to Agreement for Consulting Services with Anderson + Bohlander, LLC. Jeff Underwood stated this addendum is for additional services in the amount of \$167,650.

David Walter asked how the design fees compared to the overall project cost. Thomas Cameron stated an amended project review and approval form was supposed to be included in the commission packet however, it was inadvertently omitted. According to the Amended Project Review and Approval Form, the total design cost is approximately 10% of the project cost.

Don Griffin asked for public comment. There was no public comment.

David Walter made a motion to approve Resolution 17-94. Jennie Vaughan seconded the motion. The board unanimously approved.

- D.** Resolution 17-95: Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington Located within the Trades District. Thomas Cameron stated this is the annual resolution that gives the City funds for maintenance for property located within The Trades District. The funding is for \$50,000 for 2018 and allows payment of utility bills and any other maintenance costs. Cameron stated 627 North Morton is included within the definition of "RDC Property" in both Resolution 16-87 and 17-95.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-95. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

David Walter reminded the commissioners that if they are interested in continuing on the board, they need to reapply annually. Cameron mentioned all terms expire January 1, 2018 or until the position is filled.

Alex Crowley invited the commissioners to the board and commissions appreciation reception on November 17 @ 5:30 p.m. in the Fountain Square Mall.

VIII. ADJOURNMENT

Donald Griffin, President

Sue Sgambelluri, Secretary

Date

**17-97
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR ANIMAL SHELTER DATA
INFRASTRUCTURE INSTALLATION SERVICES**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “2015 TIF Bond”) to “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including the upgrade of the Animal Shelter; and
- WHEREAS, as part of the redevelopment of the Consolidated Economic Development Area, the City desires to expand the Animal Shelter (“Project”); and
- WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project; and
- WHEREAS, Step 3 of the Project is identified as “Cat 6 Wiring and Fiber Optic Extension” (“Data Infrastructure Installation Services”); and
- WHEREAS, pursuant to the RDC’s approval of the Project in Resolution 15-48 and the City’s procurement policies, Staff has identified Tauren Communication Services as the best provider of the Data Infrastructure Installation Services; and
- WHEREAS, Staff has negotiated an agreement with Tauren Communication Services that is attached to this Resolution as Exhibit A (“Agreement”), pursuant to which Tauren Communication Services would install the necessary materials for an amount not to exceed \$31,660; and
- WHEREAS, there are sufficient funds in the 2015 TIF Bond to pay for the Data Infrastructure Installation Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review and Approval 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 BLOOMINGTON REDEVELOPMENT COMMISSION 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 finds the above described expenditures to be an appropriate use of TIF and the 2015 TIF Bond, and finds that the Data Infrastructure Installation Services serve the public's best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Thirty One Thousand Six Hundred Sixty Dollars (\$31,660) to pay for the Data Infrastructure Installation Services, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement ("Payment"). This authorization is contingent upon the Board of Public Works approving the contract with Tauren Communication Services. Staff is asked to ensure a fully executed version of the contract is kept with the RDC's records.
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source 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.
5. Unless extended by the Redevelopment Commission in a resolution prior to June 30, 2018, the authorization provided under this Resolution shall expire on June 30, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

PROJECT NAME: Animal Shelter Infrastructure Installation Services

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Tauren Communication Services (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **improve the infrastructure at the City's Animal Shelter;**

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

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

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

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

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

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

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

Article 2. Standard of Care: In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

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

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the Department of Public Works' Director of the Animal Shelter, Virgil Sauder, to serve as the Board's representative for the project. Sauder shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Thirty-One Thousand, Six Hundred Sixty Dollars and Zero Cents (\$31,660.00)**.

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-consultants be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 13. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 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 County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Virgil Sauder
3410 S. Walnut St.
Bloomington, IN 47401

Consultant:

Tauren Communication Services
Attn: Jerry L. Gatlin, Jr., Owner
5011 W. De Ann Drive
Bloomington, IN 47404

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

Article 22. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

terminates the Agreement, the Consultant or its sub-consultant is liable to the Board for the actual damages.

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

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

Article 25. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Tauren Communication Services

By: _____
Kyla Cox Deckard, President

By: _____
Jerry L. Gatlin, Jr., Owner

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Department of Public Works

By: _____
Philippa M. Guthrie,
Corporation Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work includes the following:

Fiber Optic Cable Installation Services – Existing MDF to new IDF

- Provision and installation of 500' of 12 Strand, Single-mode, Plenum, Armored fiber optic cable
- Provision and installation of 2 Each fiber trays and SC single-mode fiber modules
- Provision and installation of 24 Each SC single-mode fiber connectors
- Provision and installation of 4 Each SC to LC single-mode, 3 meter fiber patch cables
- Termination and labeling of all circuits
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Camera Cable Installation Services – Installed in existing and new areas phase 1, 2 & 3

- Provision and installation of Cat6 250MHz plenum cable for 27 IP Cameras
- All cameras terminated at patch panel at MDF or IDF end and RJ-25 connectors at camera end
- All cable coiled up with slack at camera end, no wall penetrations provided for cameras
- Termination and labeling of all circuits
- Proposal includes 27 each 3' Cat6 patch cable for patch panel end
- The patch panel is provided in the data circuit installation proposal portion
- Data jacks for the patch panel are provided in this proposal, client to select jack color
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials

- Client to provide all cameras, network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12” in depth and ½” in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 WAP’s Cable Installation Services – Installed in existing and new areas phase 1 & 3

- Provision and installation of Cat6 250MHz plenum cable for 5 WAP’s
- All WAP’s terminated at patch panel at MDF or IDF end and RJ-25 connectors at WAP end
- All cable coiled up with slack at WAP end
- Termination and labeling of all circuits
- Proposal includes 5 each 3’ Cat6 patch cable for patch panel end
- The patch panel is provided in the data circuit installation proposal portion
- Data jacks for the patch panel are provided in this proposal
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12” in depth and ½” in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Data Cable Installation Services – Installed in new area phase 3

- Provision and installation of Cat6 250MHz plenum cable for 64 data circuits, 4 each per 16 stations
- Provision and installation of 128 Cat6 data jacks, 32 each blue, yellow, green and red
- Provision and installation of 12U wall mounted cabinet
- Provision and installation of 2 each 48 port patch panels
- Provision and installation of 2 each horizontal cable managers
- Termination and labeling of all circuits

- Proposal includes 32 each 3' and 7' Cat6 patch cable
- Data jacks for the patch panel and station end are provided in this proposal
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Data Cable Installation Services – Installed in existing area phase 1

- Provision and installation of Cat6 250MHz plenum cable for 60 data circuits, 4 each per 15 stations
- Provision and installation of 120 Cat6 data jacks, 30 each blue, yellow, green and red
- Provision and installation of 45U floor mounted rack
- Provision and installation of 2 each 48 port patch panels
- Provision and installation of 2 each horizontal cable managers
- Termination and labeling of all circuits
- Proposal includes 30 each 3' and 7' Cat6 patch cable
- Data jacks for the patch panel and station end are provided in this proposal
- Proposal includes labor to demo existing circuits and MDF equipment
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

EXHIBIT B
COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Thirty-One Thousand, Six Hundred Sixty Dollars and Zero Cents (\$31,660.00). Compensation shall be allocated among the Scope of Work services described in Exhibit A as follows:

Proposal Summary:

• Fiber Optic Cable Installation Services – Existing MDF to new IDF:	\$ 3,560.00
• Cat6 Camera Cable Installation Services – Installed in existing and new areas phase 1, 2 & 3:	\$ 4,400.00
• Cat6 WAP's Cable Installation Services – Installed in existing and new areas phase 1 & 3:	\$ 900.00
• Cat6 Data Cable Installation Services – Installed in new area phase 3:	\$11,300.00
• Cat6 Data Cable Installation Services – Installed in existing area phase 1:	<u>\$11,500.00</u>
Total Not to Exceed Cost of Agreement	\$31,660.00

EXHIBIT C

SCHEDULE

All work shall be completed within one hundred eighty (180) calendar days after the date of the notice to proceed.

EXHIBIT D
KEY PERSONNEL

Jerry L. Gatlin, Jr., Owner

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

 Tauren Communication Services
(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

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: Bloomington Animal Shelter Addition/Renovation****Project Managers: Adam Wason and Virgil Sauder****Project Description:**

The City of Bloomington is a leader in the animal care and control industry, which speaks to the nature and character of the community. Often, when new Bloomington residents come into the Shelter, they are blown away by the staff, environment, and the healthy pets available for adoption. Over the last decade we have reduced euthanasia by 59%, increased adoptions by 25%, and reduced the total number of animals entering the system by 23%. For us to continue this type of success we must upgrade the Shelter.

In 2011, a building analysis and planning study was completed for the Shelter. (A copy of that study is attached to this Project Review and Approval Form.) The study's goal was to recommend renovations and additions that would allow the existing facility to provide "a solid basis for service into the next two decades."

In conducting that review, the consultant concluded that the numerous issues with the 1970s era portion of the shelter—including issues with the lighting, drainage, and HVAC—would require significant renovation in order to properly support the sheltered animals in a healthy environment, and that the cost of renovations would likely exceed the value of the entire building.¹

¹ The study also noted inherently unworkable traffic patterns caused by the 1970s building and the 2004 expansion, which could not be resolved by a renovation.

This project would demolish the 1970s era portion of the shelter (which is currently used as the dog kennel area, Monroe County Humane Association Offices, Euthanasia Room, and Special Care Cat Room), reuse the 2004 expansion, and develop a new addition to accommodate the Shelter’s current and projected future needs. This will both increase the Shelter’s ability to properly care for the animals entering the Shelter and create a safe environment for the thousands of guests that enter the Shelter each year.

This project is a permissible use of Tax Increment. Although the starting point is an existing building, the scope of the project is more akin to new construction. If the TIF Test applied, all four factors would be satisfied:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of the Shelter, replacing an old, flawed building with a new building sufficient for the next two decades.
3. The Shelter after the completion of the project will perform as well as a newly constructed Shelter.
4. This project—demolition and new construction—was not contemplated as part of the normal life cycle of the existing Shelter.

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

Project Timeline:

Start Date: September 2015
 End Date: **October** 2018

Financial Information:

Estimated full cost of project:	2,253,466.90
Sources of funds:	TIF Bond or Consolidated TIF

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

<u>Phase / Work to be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Design	\$213,850	September 2015-March 2017
2. Construction	\$1,980,444.62	March 2017-March 2018
3. Cat 6 Wiring and Fiber Optic Extension ²	\$31,660	December 2017-June 2018
4. Gate at Vehicular Entrance	\$20,000	March 2017-January 2018
5. Conduit Installation	\$2,750	May 2017-July 2017
6. Utility Relocation	\$4,762.28	July 2017 – September 2017

TIF District: Consolidated TIF (South Walnut)

Resolution History: 15-48 Original Project Review and Approval Form
 15-99 Approval of Design Contract
 17-19 Approval of Construction Contract
 17-40 Conduit Installation
 17-44 Approval of Addendum to Design Contract
 17-49 Utility Relocation
 17-70 Approval of First Construction Change Order
 17-97 Approval of Cat 6 Wiring and Fiber Optic Extension

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

² The original expectation was that items 3 and 4 would be included in the Construction Bid. Staff now expects these will be separate contracts.

**17-98
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF REIMBURSEMENT FOR WINSLOW / HENDERSON RIGHT-OF-WAY
ACQUISITION**

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

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

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

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

WHEREAS, in Resolution 16-06, the RDC approved a Project Review and Approval Form (“Form”) to support a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and

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

WHEREAS, Step 2 of the Form was identified as Right-of-Way Acquisition; and

WHEREAS, in Resolution 17-17, the RDC stated that it would handle Right-of-Way acquisition on a reimbursement basis once actual costs for right of way acquisition have been incurred by the City; and

WHEREAS, the City has incurred actual costs for right of way acquisition, depicted on the Invoice that is attached to this Resolution as Exhibit A; and

WHEREAS, the City now seeks reimbursement of those costs from the RDC; and

WHEREAS, the RDC has available funds in the Consolidated TIF to reimburse the costs shown on Exhibit A; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the timeline of the project; and

WHEREAS, the Amended Form 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 approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC hereby approves payment of an amount not to exceed \$100,500.00 from the Consolidated TIF (Fund 439) to reimburse the City for the Right of Way expenditures noted on the Invoice which is attached to this Resolution as Exhibit A. The funding authorization contained in this Paragraph shall terminate on March 31, 2018.
3. In Resolution 16-18, the RDC approved an expenditure of funds for the Preliminary Engineering of this Project. Pursuant to Resolution 16-18, that funding approval expires on December 31, 2017. In order to have engineering services available to Staff during the construction phase, the RDC hereby extends the funding approval in Resolution 16-18 from December 31, 2017 to December 31, 2018. Resolution 16-18 shall remain otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date



CITY OF BLOOMINGTON

P.O. Box 100
Bloomington, IN 47402-0100
(812) 349-3412 fax (812) 349-3456

Redevelopment Commission Resolution 17-98

Exhibit A

Invoice No.

W-H-1

INVOICE

Industry: Bloomington Redevelopment Commission
401 N Morton St., Suite 130
Bloomington, IN 47404

Date: November 28, 2017

Terms:

Qty	Description	Unit Price	TOTAL
1	Indiana University Employees Federal Credit Union	\$74,000.00	\$ 74,000.00
1	Winslow & Walnut, LLC	\$26,500.00	\$ 26,500.00
	*Property acquisition fees associated with the Winslow & Henderson Multiuse Path and Intersection Improvements project. 0.117 acres fee simple right of way from IU Credit Union and 0.046 acres fee simple right of way from Winslow & Walnut, LLC.		
Account #	601-02-0000-47080	SubTotal	\$ 100,500.00
		TOTAL	\$ 100,500.00

*Please remit payment to the City of Bloomington,
Office of the Controller, Attention: Amy Silkworth, P.O.
Box 100, Bloomington, IN 47402.*

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper

Project Description:

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

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

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

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

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

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

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

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

Project Timeline:

Start Date: March 2016

End Date: December 2018

Financial Information:

Estimated full cost of project:	\$852,000
Sources of funds:	
Consolidated TIF	\$852,000

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

Step	Description	Estimated Cost	Timeline
1	Preliminary Engineering	\$132,000.00	March 2016 – December 2017 ¹
2	Right of Way Acquisition	\$170,000.00	March 2017 to December 2017
3	Construction	\$550,000.00	March 2017 – December 2018

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

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 16-06 Approval of Original Project Review and Approval Form
16-18 Preliminary Engineering Contract Approval
17-17 Amendment of Project Review and Approval Form
17-98 Reimbursement of Right of Way Acquisition

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

17-99
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT COMMISSION
RESOLUTION 17-84 (2ND AND COLLEGE INTERSECTION)

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “2015 TIF Bond”) to “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including “improvements to traffic signals” at the intersection of 2nd Street and College Avenue; and

WHEREAS, in Resolution 15-87, the RDC approved a Project Review and Approval Form (“Form”) supporting improvements to the intersection at 2nd Street and College Avenue (the “Project”); and

WHEREAS, in Resolution 17-30, the RDC approved funding for a contract to E & B Paving, Inc. (“E & B Paving”) in the amount of One Hundred Ninety One Thousand Thirty Five Dollars and Seventeen Cents (\$191,035.17) with an expiration date of December 31, 2017 for the construction of the Project; and

WHEREAS, after Resolution 17-30 was approved, INDOT provided additional information which indicated the actual amount for the City’s share of the construction of the Project was \$206,878.74; and

WHEREAS, the RDC approved funding this amount in its Resolution 17-41, with the funding to expire on December 31, 2017; and

WHEREAS, in Resolution 17-84, the RDC approved a Change Order to the Construction Contract; and

WHEREAS, as a result, Resolution 17-84 approved funding a total of \$210,423.74 for the construction of the Project, with the funding to expire on December 31, 2017; and

WHEREAS, although construction is wrapping up on the Project, Staff anticipates there may be the need for a second change order, and that it will take some time to receive the necessary paperwork from INDOT to close out the project; and

WHEREAS, Staff recommends extending the funding expiration date to December 31, 2018; and

WHEREAS, the City has brought the RDC an Amended Form which updates the expected timeframe of the Project, and which is attached to this Resolution as Exhibit A.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC amends the funding approval it made in Resolution 17-84. The funding approval made in Resolution 17-84 for an amount not to exceed \$210,423.71 to pay for the construction shall remain unchanged. The expiration date of that funding shall be extended until December 31, 2018. For the avoidance of doubt, Resolution 17-84 remains otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: 2nd Street and College Avenue Signal Improvements

Project Manager: Neil Kopper

Project Description:

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

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

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

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

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

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

Project Timeline:

Start Date: January 4, 2016

End Date: December 31, 2018

Financial Information:

Estimated full cost of project:	\$420,646.96
Sources of funds:	
Federal Highway Administration ²	\$165,000.00
Consolidated TIF / 2015 TIF Bond	\$255,646.96

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$35,651.76	January 2016 – December 2017 ³
2	Right-of-Way Acquisition	\$0	N/A
3	Construction (including Construction Inspection)	\$384,995.20 ⁴	April 2017 – December 31, 2018

TIF District: Consolidated TIF (Seminary, Downtown)

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

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

⁴ Construction Inspection was \$47,857.28 (approved in Resolution 16-75). Construction is \$333,592.92 (Resolution 17-41). The Resolution 17-84 Change Order is \$3,545.00.

Resolution History: 15-87 Initial Approval of Project
15-100 Design Contract
16-75 Construction Inspection
17-30 Construction
17-41 Amendment to Construction Price
17-84 Approval of Change Order
17-99 Extension of Funding Approval

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-100
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

TO AMEND OFFER TO PURCHASE JOHNSON'S CREAMERY

- 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"), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and
- WHEREAS, in Resolution 17-57, the Redevelopment Commission accepted an Offer to Purchase 400 W. 7th Street, with certain contingencies that must be satisfied; and
- WHEREAS, one of the contingencies, found in Section 2.3 of the Offer to Purchase 400 W. 7th Street was the Redevelopment Commission's satisfaction with the conditions of the property ("Due Diligence Contingency"); and
- WHEREAS, the Redevelopment Commission was given ninety (90) days to satisfy the Due Diligence Contingency; and
- WHEREAS, pursuant to Section 2.3, the Due Diligence Contingency automatically extended itself if the Seller took more than ten days to provide documents reasonably requested by the Buyer to ensure the Buyer had adequate time to review all documents; and
- WHEREAS, the Seller has agreed that the Due Diligence Contingency extends until at least December 5, 2017; and
- WHEREAS, in Resolution 17-90, the Redevelopment Commission approved funding for due diligence investigations of Johnson's Creamery by Arsee Engineers, Inc., STR Building Resources LLC, and Commercial Service of Bloomington, Inc.; and
- WHEREAS, Staff has received the due diligence report from Arsee Engineers, and is waiting for reports from STR Building Resources LLC and Commercial Service of Bloomington, Inc.; and
- WHEREAS, as a result, Staff is not comfortable recommending accepting the due diligence conditions at this time; and

WHEREAS, Staff recommends attempting to work with the Seller to extend the Due Diligence Contingency a reasonable amount of time to allow for the completion of the other two reports and the review of all three reports;

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

1. The RDC authorizes Staff to work with the Seller to attempt to extend the Due Diligence Contingency for a reasonable amount of time, given the Redevelopment Commission's status as a public board that can only act in publicly noticed meetings. The RDC authorizes Don Griffin to sign any amendment to the Offer to Purchase that is considered necessary to effectuate this extension.
2. In the event that Staff is unsuccessful at extending the Due Diligence Contingency, because the RDC is not comfortable accepting the due diligence conditions at this time, the RDC must reluctantly affirmatively terminate the Offer to Purchase. The RDC strongly trusts that Staff will be successful in working with the Seller and that it will not be necessary to invoke this contingent affirmative termination.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date