

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**April 17, 2017**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –April 3, 2017
- III. EXAMINATION OF CLAIMS** –April 7, 2017 for \$656,580.04
- IV. EXAMINATION OF PAYROLL REGISTERS**–March 31, 2017 for \$27,043.80
- 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 17-27: Approval of Funding for Demolition of 1724 S. Walnut Street and 717 W. Howe Street
  - B. Resolution 17-30: Approval of Funding for Construction of 2<sup>nd</sup> Street and College Avenue Intersection Improvements
  - C. Resolution 17-31: Amendment of Funding Approval in Redevelopment Commission Resolution 17-16 (West 2<sup>nd</sup> Street and Rolling Ridge Way Signal and Sidepath Improvements)
  - D. Resolution 17-32: Approval of Funding for South Rogers Street Change Order
  - E. Resolution 17-33: Approval of Funding for Assisted Listening Devices at the Buskirk Chumley Theater
- 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](mailto:human.rights@bloomington.in.gov).*

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 3, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding**

**I. ROLL CALL**

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

Commissioners Absent: Kelly Smith

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron, Assistant City Attorney; Ernest Rollins, Herald-Times; Alex Crowley, Economic & Sustainable Development (ESD), Director; Nicholas Carder, Horn Properties; Jimmie Dean Coffey, Coffey Realty & Auction; Jacqui Bauer, ESD, Sustainability Coordinator

- II. READING OF THE MINUTES** –Jennie Vaughan made a motion to approve the March 20, 2017 minutes. Mary Alice Rickert seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** –David Walter made a motion to approve the claims register for March 24, 2017 for \$85,023.96. Mary Alice Rickert seconded the motion. The board unanimously approved
- IV. EXAMINATION OF PAYROLL REGISTERS** –Sue Sgambelluri made a motion to approve the payroll register for March 17, 2017 for \$27,044.02. Mary Alice Rickert seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Doris Sims stated currently the HAND Department administers yearly neighborhood clean-ups however, she is looking to expand participation from other City Departments. Louisville, Kentucky has a similar program. Sims and a few HAND staff members will be traveling to Louisville, Kentucky to meet with some of their City Officials to discuss how their program works.
- B.** Legal Report. Thomas Cameron was available to answer questions.
- C.** Treasurer’s Report. Jeff Underwood was available to answer questions. David Walter asked when the Commission will receive the TIF District updates. Underwood stated he will have the updates at the next meeting.
- D.** CTP Update Report. Alex Crowley reported receiving some preliminary interior designs for the layout of the Dimension Mill which will be reviewed in detail. Crowley also reported continued work with Anderson + Bohlander infrastructure work on the Dimension Mill.
- VI. NEW BUSINESS**
- A.** Resolution 17-25: Approval of Funding for Showers Building Roof Replacement. Jacqui Bauer stated this is a solar project that has been slowly unfolding over the past many

months. We continue to refine the budget as we get more information as we go along. In the last two weeks we received a bid for the roof replacement at the Showers Building for \$296,400.

David Walter noticed the invoice for the solar included the Showers Building. He asked if the building already had solar panels.

Bauer explained that the solar panels are not installed yet, but that the necessary electrical to connect solar panels (once they are installed) to the power grid has been installed. This required having service personnel from Cummins, the manufacturer of the City's generators, present to ensure the generator had no ill effects. That cost is also included in Resolution 17-25.

Bauer also reported that the BPD installation is complete and running. BPD should generate about 20% of their electrical needs from their solar panels.

Sue Sgamelluri stated originally one of the resolutions included awnings. She asked if the awnings were still going to be included. Bauer stated they have been taken out of the project because the structures were not sturdy enough. Bauer mentioned that the awnings could be a Phase II.

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

David Walter made a motion to approve Resolution 17-25. Jennie Vaughan seconded the motion. The board unanimously approved.

- B.** Resolution 17-26: Acceptance of Environmental Conditions at 1730 South Walnut Street. Thomas Cameron reported receiving the summary results of the Supplemental Phase II for 1730 S. Walnut Street. Staff is comfortable with the results and recommending acceptance of the environmental conditions.

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

Sue Sgambelluri made a motion to approve Resolution 17-26. David Walter seconded the motion. The board unanimously approved.

- C.** Resolution 17-28: Approval of Amendment to Memorandum of Understanding with Monroe County regarding North Showers Parking Lot.

The Redevelopment Commission is currently making parking spaces in the North Showers Parking Lot, sometimes called the Red Lot, to Monroe County. The County is using the parking spaces for employees and tenants in their portion of the Showers Building.

The City Council recently approved extending the Building Interlocal agreement for another year. The County currently handles building department services for clients in city and county limits of Bloomington. They have expressed concern with their lack of parking and would appreciate assistance from the City. Two components of addressing the parking problem are addressed in Resolution 17-28 and Resolution 17-29. Resolution 17-28 deals with the amendment to the North Showers Parking Lot. Resolution 17-29 deals with the parking lot at the northeast corner of 10<sup>th</sup> Street and Rogers Street, which had been used by IU to service one of their buildings. This Memorandum of Understanding will reduce the

rent the County is currently paying on that parking lot and reduce the time period for notice to terminate the arrangement from 90 to 30 days. The rent for all of the parking spaces will be \$1.

Sue Sgambelluri asked why the notification notice was changed. Cameron stated all other agreements being discussed at that time had 30 day notices, the change was just for consistency with the other agreements.

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

Jennie Vaughan made a motion to approve Resolution 17-28. Mary Alice Rickert seconded the motion. The board unanimously approved.

**D. Resolution 17-29: Approval of Memorandum of Understanding with Monroe County regarding 10<sup>th</sup> Street Parking Lot.**

Thomas Cameron stated the parking area on 10<sup>th</sup> Street is from one of the old IU buildings at the Northeast corner of Rogers Street and West 10<sup>th</sup> Street. The parking lot is currently unregulated; there is no enforcement or parking signs. This Memorandum of Understanding would formalize an arrangement with the County for use of 53 parking spaces for their employees and tenants.

David Walter asked if the County will put up appropriate signage to restrict the parking. Cameron stated the City Public Works Department will be responsible for the signage and the striping under this agreement. Sgamelluri asked if Public Works has available funds for the project. Cameron stated there is available funds. Walter asked if there will be overnight parking. Cameron stated the premises of the parking lot is made available to the County, Monday – Friday from 6:00 a.m. to 6:00 p.m. The parking lot will not be available during legal holidays. There is a provision in the agreement allowing the City to make the parking lot available in case of an event. It does require notice.

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

Mary Alice Rickert made a motion to approve Resolution 17-29. Sue Sgambelluri seconded the motion. The board unanimously approved.

**VII. BUSINESS/GENERAL DISCUSSION**

David Walter reported attending a session called Tree Rangers at the Twin Lakes Sports Center. The session was hosted by Vickie Provine, Housing & Neighborhood Development, Neighborhood Services Program Manager and Less Huss, City Arborist. Walter stated it was a good session and was spoke of favorably by others.

**VIII. ADJOURNMENT**

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Don Griffin, President

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Sue Sgambelluri, Secretary

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Date

**17-27**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR DEMOLITION OF 1724 S. WALNUT STREET**  
**AND 717 W. HOWE STREET**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the development of the Switchyard Park and Parks Capital Improvements; and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-30, authorizing the Parks and Recreation Department to pursue acquisition of property located at 1724 S. Walnut Street, Bloomington, Indiana, to be used as the entrance to the Switchyard Park project from South Walnut Street; and

WHEREAS, the RDC ultimately purchased 1724 S. Walnut Street; and

WHEREAS, Staff believes that now is an appropriate time to demolish 1724 S. Walnut Street; and

WHEREAS, on October 17, 2016, the RDC approved Resolution 16-61, authorizing the Parks and Recreation Department to pursue acquisition of property located at 717 W. Howe Street, Bloomington, Indiana, to be incorporated into Building Trades Park; and

WHEREAS, the RDC ultimately purchased 717 W. Howe Street; and

WHEREAS, Step 5 of the Project Review and Approval Form approved by the RDC in Resolution 16-61 (regarding 717 W. Howe Street) is Site Demolition and Restoration; and

WHEREAS, Staff believes that now is an appropriate time to demolish 717 W. Howe Street; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified Roger L. Taylor Excavating and Demolition (“Taylor Excavating”) as the best provider of the demolition services at 1724 S. Walnut Street and 717 W. Howe Street; and

WHEREAS, Taylor Excavating is willing to provide the demolition services for both 1724 S. Walnut Street and 717 W. Howe Street for an amount not to exceed Twenty Seven Thousand Five Hundred Dollars (\$27,500); and

WHEREAS, Staff has negotiated an Agreement with Taylor Excavating, which is attached to this Resolution as Exhibit A; and

WHEREAS, Staff advises that the Agreement with Taylor Excavating be funded out of the Bond; and

WHEREAS, the RDC has available funds in the Bond to pay for the demolition services; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) regarding Switchyard Park, which is attached to this Resolution as Exhibit B which updates the cost and timeframe of the Switchyard Park project; and

WHEREAS, Staff has brought the RDC an Amended Form regarding the 717 W. Howe Street Project, which is attached to this Resolution as Exhibit C which updates the cost and timeframe of the 717 W. Howe Street Project;

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

1. The RDC reaffirms its approval of the Switchyard Park Project and the 717 W. Howe Street Project as set forth in their respective Amended Forms.
2. The RDC finds the Projects are an appropriate use of the Bond, and that the demolition services serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Twenty Seven Thousand Five Hundred Dollars (\$27,500) from the 2015 TIF Bond (Fund 976) to pay for the demolition services as specified in the Agreement with Taylor Excavating, to be payable in accordance with the terms of the Agreement with Taylor Excavating that is attached to this Resolution as Exhibit A.
4. The RDC authorizes Donald Griffin to sign the Agreement with Taylor Excavating on behalf of the RDC.

5. Unless extended by the RDC in a resolution prior to September 30, 2017, the authorizations provided under this Resolution shall expire on September 30, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

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Date

AGREEMENT  
between the  
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
and  
ROGER L. TAYLOR EXCAVATING AND DEMOLOTION

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington Redevelopment Commission (“Redevelopment Commission”) and Roger L. Taylor Excavating and Demolition (“Taylor Excavating”), WITNESSETH THAT:

**WHEREAS**, the Redevelopment Commission has previously purchased 1724 S. Walnut Street and 717 W. Howe Street for the purpose of redevelopment; and

**WHEREAS**, in order to redevelop those properties, it is necessary to demolish the improvements currently present on those properties; and

**WHEREAS**, Taylor Excavating is qualified, experienced, and capable of demolishing the improvements at 1724 S. Walnut Street and 717 W. Howe Street, and also desires to provide such Services for the Redevelopment Commission under the terms of this Agreement;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Term of Agreement. This agreement shall become effective upon the date of execution of all parties and continue through July 31, 2017, unless terminated prior to that date pursuant to Section 10.
2. Services. Taylor Excavating shall provide all services necessary to demolish the improvements at 717 W. Howe Street (including the house, garage, and car port) and at 1724 S. Walnut Street (including the restaurant). This shall include all necessary permitting and notifications, the removal of the foundation of all improvements, any necessary inspections (including, if applicable, for asbestos), ensuring that all utilities are disconnected, and removal of the demolished improvements from the properties.

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

In the performance of Taylor Excavating’s work, Taylor Excavating agrees to maintain such coordination with the Redevelopment Commission as may be requested and desirable, including primary coordination with Dave Williams as the Redevelopment Commission’s designated project coordinator.



3. Responsibilities of the Redevelopment Commission. The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Taylor Excavating shall be entitled to rely upon the accuracy and completeness of such information.
4. Compensation. The Redevelopment Commission shall pay Taylor Excavating \$27,500.00 (Twenty Seven Thousand Five Hundred Dollars) for the Services. Upon completion of the Services, Taylor Excavating shall submit an invoice to the Redevelopment Commission for \$27,500.00 (Twenty Seven Thousand Five Hundred Dollars). Invoices shall be sent to:

Dave Williams  
Parks Department  
City of Bloomington  
401 N. Morton Street  
P.O. Box 100  
Bloomington, IN 47402

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

Additional services not set forth above, changes in work, or incurred expenses must be authorized in writing by the Redevelopment Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses 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.

5. Independent Contractor Status. During the entire term of this Agreement, Taylor Excavating shall be an independent contractor, and in no event shall any of its personnel, agents, or sub-contractors be construed to be, or represent themselves to be, employees of the Redevelopment Commission.

The status of Taylor Excavating's partners, shareholders, or employees providing services pursuant to this Agreement shall not be affected in any way by this Agreement. Said partners, shareholders, or employees shall be subject solely to supervision by their Taylor Excavating supervisors. Taylor Excavating 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.

6. Indemnity. Taylor Excavating shall defend, indemnify, and hold harmless the City of Bloomington, the Redevelopment Commission, and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses, or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the Taylor Excavating or his agents or employees or independent contractors directly responsible to him.
7. Waiver or Breach. 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. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.
8. Governing Law and Venue. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
9. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
10. Termination of Agreement. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Redevelopment Commission may terminate or suspend performance of this Agreement at the Redevelopment Commission's prerogative at any time upon written notice to Taylor Excavating. Taylor Excavating shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay Taylor Excavating 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 Taylor Excavating'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 Taylor Excavating in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Section 14 herein.

11. Identity of Taylor Excavating. Taylor Excavating acknowledges that one of the primary reasons for its selection by the Redevelopment Commission to perform the duties described in this Agreement is its qualifications and experience. Taylor Excavating agrees that the work to be done pursuant to this Agreement shall be done by Taylor Excavating. Taylor Excavating shall not subcontract any part of the Services without the prior written permission of the Redevelopment Commission. The Redevelopment Commission reserves the right to reject any of Taylor Excavating's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.
12. Conflict of Interest. Taylor Excavating 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. Taylor Excavating agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. Assignment. Neither the Redevelopment Commission nor Taylor Excavating shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Taylor Excavating may assign its rights to payment without the Redevelopment Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
14. Ownership of Documents and Intellectual Property. All documents, drawings, and specifications, including digital format files, prepared by Taylor Excavating and furnished to the Redevelopment Commission as part of the Services shall become property of the Redevelopment Commission. Taylor Excavating shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Taylor Excavating.
15. Non-Discrimination. As part of this Agreement, Taylor Excavating shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.
16. Compliance with Laws. In performing the Services under this Agreement, Taylor Excavating 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, Taylor Excavating shall advise the Redevelopment Commission of any and all applicable regulations and approvals required by federal law. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, Taylor Excavating shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

17. Notice. Whenever any notice, statement, or other communication shall be sent under this Agreement, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the Redevelopment Commission: Dave Williams  
Parks Department  
City of Bloomington  
401 N. Morton Street  
Suite 250  
Bloomington, IN 47402

Notice to Taylor Excavating: Roger L. Taylor Excavating and Demolition  
670 S. Cave Rd.  
Bloomington, IN 47403

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

18. 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 Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
19. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and Taylor Excavating.
20. Insurance. During the performance of any and all Services under this Agreement, Taylor Excavating shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 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.

Taylor Excavating shall provide evidence of each insurance policy to the Redevelopment Commission within five (5) days of the execution of this Agreement. Approval of the insurance by the Redevelopment Commission shall not relieve or decrease the extent to which Taylor Excavating may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Taylor Excavating fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right at the Redevelopment Commission’s election to forthwith terminate the Agreement.

21. E-Verify. Taylor Excavating 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.) Taylor Excavating shall sign an affidavit, attached as Exhibit A, affirming that Taylor Excavating does not knowingly employ an unauthorized alien. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

“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.

Taylor Excavating and its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Taylor Excavating or any of its subcontractors learns is an unauthorized alien. If the Redevelopment Commission obtains information that Taylor Excavating or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission shall notify Taylor Excavating or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If Taylor Excavating or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

Taylor Excavating or its subcontractor did not knowingly employ an unauthorized alien. If Taylor Excavating or its subcontractor fails to remedy the violation within the thirty (30) day period, the Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, Taylor Excavating or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission under this Agreement.

Taylor Excavating shall require any subcontractors performing work under this Agreement to certify to Taylor Excavating 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. Taylor Excavating shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Redevelopment Commission.

22. Intent to be Bound. The Redevelopment Commission and Taylor Excavating 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.

23. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

BLOOMINGTON REDEVELOPMENT COMMISSION

BY: \_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_ Date

TAYLOR EXCAVATING

BY: \_\_\_\_\_  
Roger Taylor, Owner

\_\_\_\_\_ Date





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:** Switchyard Park Project

**Project Manager:** Dave Williams, Parks

**Project Description:**

Park design, proposed land acquisition, and construction per 2012 “Switchyard Park Master Plan” (<http://tinyurl.com/switchyard>).

**Project Timeline:**    **Start Date: July 2015**  
                                  **End Date: May 2020**

**Financial Information:**

Estimated full cost of project:	\$33,297,354
Sources of funds:	2015 TIF Bond

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$3,011,354	June 2015 – May 2020 <sup>1</sup>
2 Construction	\$28,786,000	August 2018 – May 2020
3 Property Acquisition <sup>2</sup>	\$1,500,000	June 2015 – February 2017

<sup>1</sup> This includes Construction Administration, which is included within the scope of the Design Contract. The schedule contemplates bidding to begin in March 2018.

<sup>2</sup> This includes appraisals, due diligence costs, costs related to closing, and demolition of 1724 S. Walnut.

**TIF District:** Consolidated TIF (Thomson-Walnut TIF)

- Resolution History:**
- 15-30 Initial Approval of Project
  - 15-41 Approval of Design Contract
  - 15-46 Appraisals of 1724 S. Walnut Street
  - 15-47 Offer to Purchase 1724 S. Walnut Street
  - 15-57 Offer to Purchase 1724 S. Walnut Street
  - 15-77 Amendment of Offer to Purchase 1724 S. Walnut Street (15-57)
  - 15-79 Acceptance of Environmental Conditions at 1724 S. Walnut Street
  - 16-23 Payment of Property Taxes on 1724 S. Walnut Street
  - 16-54 Environmental Assessments of South Walnut Properties
  - 16-60 Appraisals of South Walnut Properties
  - 16-85 Offers to Purchase South Walnut Properties
  - 17-05 Offer to Purchase 1730 S. Walnut Street
  - 17-06 Amendment of Design Contract
  - 17-08 To Ratify Offer to Purchase 1730 S. Walnut Street and Fund Phase II Environmental Assessment
  - 17-11 Amendment to Lease with Tenant at 1730 S. Walnut Street
  - 17-20 Supplemental Phase II Environmental Assessment for 1730 S. Walnut Street
  - 17-24 Amendment to Offer to Purchase 1730 S. Walnut Street (17-08)
  - 17-26 Acceptance of Environmental Conditions at 1730 S. Walnut Street

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_



**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 Appraisals	\$600	Nov. / Dec. 2016
2 Environmental Due Diligence	\$3,000 <sup>1</sup>	Oct. / Nov. 2016
3 Other Due Diligence (Title Search, etc.)	\$0 <sup>2</sup>	October 2016 – March 2017
4 Property Acquisition	\$140,000	March 2017
5 <b>Site Demolition</b>	<b>\$13,750<sup>3</sup></b>	<b>April 2017 – July 2017</b>
6 <b>Site Restoration</b>	<b>\$2,500</b>	<b>July 2017 – September 2017</b>

**TIF District:** Consolidated TIF (Expanded Adams Crossing TIF)

**Resolution History:** 16-61 Initial Approval of Project  
 16-71 Approval of Appraisals  
 17-03 Offer to Purchase 717 W. Howe Street  
 17-07 Ratification of Offer to Purchase 717 W. Howe Street  
 17-27 **Approval of Demolition Contract**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

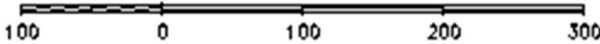
<sup>1</sup> Cost absorbed by the Parks Department.

<sup>2</sup> These costs will be absorbed by the Seller under the terms of the Offer to Purchase.

<sup>3</sup> This work is being done under a lump sum contract that also includes the demolition of 1724 S. Walnut Street. For purposes of this Form, ½ of the contract price is being allocated to the demolition of 717 W. Howe Street.



By: wlliamd  
27 Sep 16



For reference only, map information NOT warranted.



City of Bloomington  
Parks & Recreation



Scale: 1" = 100'

**17-30  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR CONSTRUCTION OF 2ND STREET AND  
COLLEGE AVENUE INTERSECTION IMPROVEMENTS**

- 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 “improve the City’s transportation infrastructure,” including “improvements to traffic signals” at the intersection of 2<sup>nd</sup> Street and College Avenue; and
- WHEREAS, on December 7, 2015, the City brought the RDC a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would improve the intersection at 2<sup>nd</sup> Street and College Avenue (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 15-87; and
- WHEREAS, the Form identified Step 3 of the Project as “Construction”; and
- WHEREAS, on April 6, 2017, the Indiana Department of Transportation (INDOT) informed the City that E & B Paving Inc. (E & B Paving) was the apparent low bidder on two projects (2<sup>nd</sup> and College and 3<sup>rd</sup> and Woodcrest), with a total apparent low bid amount of Seven Hundred Ninety Thousand Four Hundred Ninety Eight Dollars and Thirty One Cents (\$790,498.31) (“INDOT Notification”); and
- WHEREAS, a copy of the INDOT Notification is attached to this Resolution as Exhibit A; and
- WHEREAS, the 3<sup>rd</sup> Street and Woodcrest intersection improvement project is not being funded by the RDC; and
- WHEREAS, Staff has calculated that the construction cost from the INDOT Notification attributable to the Project is Three Hundred Seventeen Thousand Seven Hundred Forty Nine Dollars and Thirty Five Cents (\$317,749.35); and
- WHEREAS, therefore, the local contribution for the Construction of the Project is One Hundred Ninety One Thousand Thirty Five Dollars and Seventeen Cents (\$191,035.17) (“City Share”); and

WHEREAS, Staff recommends that this local contribution be paid from the 2015 TIF Bond; and

WHEREAS, there are available funds in the 2015 TIF Bond to pay for the City Share; 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 Construction of the Project to be an appropriate use of the 2015 TIF Bond, and finds that the Construction of the Project serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Ninety One Thousand Thirty Five Dollars and Seventeen Cents (\$191,035.17) from the 2015 TIF Bond (Fund 976) to pay for the City Share of the Construction of the Project upon the receipt of an invoice from INDOT. 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 December 31, 2017, the authorizations provided under this Resolution shall expire on December 31, 2017.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Sue Sgambelluri, Secretary

\_\_\_\_\_  
Date



# INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District  
185 Agrico Lane  
Seymour, In. 47274

PHONE: (812)524 3700  
FAX: (812) 522-7658

**Eric Holcomb, Governor**  
**Joe McGuinness, Commissioner**

April 6, 2017

RE: **LPA Award Recommendation Letter**

Dear Roy,

This signed Award Recommendation Letter signifies your Local Public Agency is in agreement with the apparent low bid listed below, and wishes to award. This bid is within Statutory Requirements for awardable criteria.

Please sign and return this notification within two (2) business days. Be aware if the federal funds awarded for this project are less than the apparent low bid, your Local Public Agency will be 100% financially responsible for the additional funds greater than your award.

<b>Contract #:</b>	<b>T-38340-A</b>
<b>Des #:</b>	<b>1500376 &amp; 1500381</b>
<b>Apparent Low Bid Contractor:</b>	<b>E &amp; B Paving Inc</b>
<b>Apparent Low Bid Amount:</b>	<b>\$790,498.31</b>
<b>Letting Date:</b>	<b>4/5/2017</b>

  
\_\_\_\_\_  
*Local Public Agency Employee in Responsible Charge Signature*

*4/6/2017*  
\_\_\_\_\_  
*Date Signed*

Please do not hesitate to contact me if you have any questions.

Sincerely,

*Karlei Metcalf*

LPA Program Director  
Seymour District



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:** 2<sup>nd</sup> 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 2<sup>nd</sup> 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 backplating<sup>1</sup> 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.

---

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

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

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

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

**Project Timeline:**

Start Date: January 4, 2016

End Date: December 31, 2017

**Financial Information:**

Estimated full cost of project:	<b>\$401,258.39</b>
Sources of funds:	
Federal Highway Administration <sup>2</sup>	\$165,000.00
Consolidated TIF / <b>2015 TIF Bond</b>	<b>\$236,258.39</b>

**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 <sup>3</sup>
2	Right-of-Way Acquisition	<b>\$0</b>	<b>N/A</b>
3	Construction (including Construction Inspection)	<b>\$365,606.63</b> <sup>4</sup>	<b>April 2017 – December 31, 2017</b>

**TIF District:** Consolidated TIF (Seminary, Downtown)

<sup>2</sup> INDOT administers the distribution of federal funding to local transportation projects.

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

<sup>4</sup> Construction Inspection was \$47,857.28 (approved in Resolution 16-75). Construction is \$317,749.35 (Resolution 17-30).

**Resolution History:** 15-87 Initial Approval of Project  
15-100 Design Contract  
16-75 Construction Inspection  
17-30 Construction

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**17-31  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT COMMISSION  
RESOLUTION 17-16 (WEST 2<sup>ND</sup> STREET AND ROLLING RIDGE WAY SIGNAL AND  
SIDEPATH IMPROVEMENTS)**

**WHEREAS**, pursuant to Indiana Code § 36-7-14-1 *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 “Adams Crossing Economic Development Area”; and

**WHEREAS**, since the Adams Crossing Economic Development Area was created, the Adams Crossing Economic Development Area has been expanded (“Adams Crossing TIF”), and consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and

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

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

**WHEREAS**, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC for a project that would construct signal and sidepath improvements along West Bloomfield Road (West 2<sup>nd</sup> Street), including at the intersection of West Bloomfield Road (West 2<sup>nd</sup> Street) and Rolling Ridge Way (“Project”); and

**WHEREAS**, the Project is located in and physically connected to the Consolidated TIF; and

**WHEREAS**, the RDC approved the Form in Resolution 15-28; and

**WHEREAS**, the RDC has approved and amended the funding of the construction of the Project a number of times in: (1) Resolution 15-78 (which originally approved \$1,388,700 for the construction to expire September 10, 2016), (2) Resolution 15-85 (which reduced the approved amount to \$1,338,700, and did not change the expiration date), (3) Resolution 16-05 (which reduced the approved amount to \$1,326,768 and extended the expiration date to September 13, 2016 (“First Change Order”)), (4) Resolution 16-27 (which increased the approved amount to \$1,335,694 and extended the expiration date to September 14, 2016 (“Second Change Order”)), (5) Resolution 16-36 (which increased the approved amount to \$1,371,692 and extended the expiration date to October 1, 2016 (“Third Change Order” and “Fourth Change Order”)), (6) Resolution 16-53 (which extended the expiration date to November 7, 2016), (7) Resolution 16-68 (which extended the expiration date to April 1, 2017), (8) Resolution 16-73 (which increased the approved amount to \$1,377,927 (“Fifth Change Order”), and (9) Resolution 17-16 (which increased the approved amount to \$1,383,878, and did not change the expiration date (“Sixth Change Order”)); and

**WHEREAS**, City Staff did not receive the invoice for the Sixth Change Order in time for it to be paid before the expiration of the funding approval; and

**WHEREAS**, Staff believes that sixty days should be sufficient for the invoice for the Sixth Change Order to be fully processed through the claims process; and

**WHEREAS**, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the time period of the Project, which is attached to this Resolution as Exhibit A; and

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

1. The 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 17-16. The funding approval made in Resolution 17-16 for an amount not to exceed \$1,383,878 shall terminate on June 17, 2017. For the avoidance of doubt, Resolution 17-16 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:**

- 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:** West Bloomfield Road (2nd Street) and Rolling Ridge Way Traffic Signal and Sidepath Improvement Project

**Project Manager:** Matt Smethurst

**Project Description:**

Project will construct a sidepath on the north side of Bloomfield Road from Landmark Ave. to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal.

**Project Timeline:**

Start Date: April 22, 2014 (current design contract with United)

End Date: April 1, 2017 (completion of construction)

**Financial Information:**

Estimated full cost of project:	\$2,641,789
Sources of funds:	Consolidated TIF (Adams Crossing portion)

**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.<sup>1</sup>

Step	Description	Estimated Cost	Timeline
1	Intersection, Traffic Signal, and Sidewalk Design	\$447,800	April 2014 to April 2015
2	Right of Way Acquisition	\$741,176	October 2012 to April 2015
3	Water Vault Design	\$2,000	June 2015 to August 2015
4	Construction	\$1,450,813 <sup>2</sup>	October 2015 through <b>June 17, 2017</b>

**TIF District:** Consolidated TIF (Adams Crossing)

**Resolution History:** 10-11 Original Funding Approval (\$1,614,548.40)  
 15-15 Establishing Expiration Date for Resolution 10-11  
 15-28 Original Project Review and Approval Form; Funding for Water Vault Design (\$2,000)  
 15-78 Approval of Funding for Construction (\$1,388,700)  
 15-85 Modification of Funding for Construction (\$1,338,700)  
 15-93 Modification of Funding in Resolution 10-11 (to \$1,203,402.88)  
 16-05 Approval of First Change Order  
 16-27 Approval of Second Change Order  
 16-36 Approval of Third and Fourth Change Orders  
 16-53 Extension of Funding for Construction  
 16-68 Extension of Funding for Construction  
 16-73 Approval of Fifth Change Order  
 17-16 Approval of Sixth Change Order  
**17-31 Extension of Funding for Construction**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

<sup>1</sup> To improve clarity, the format of the Project Phases has been changed from the Second Amended Project Review and Approval Form to [the] Third Amended Project Review and Approval Form. The language in red [in the Third Amended Project Review and Approval Form] has been substantively changed. Other changes relate to formatting only.

<sup>2</sup> This includes construction costs (\$1,383,878) and the change orders (which collectively do not exceed 5% of the original contract price, or \$66,935) that the Director of Planning & Transportation may approve in this project pursuant to Resolution 15-78.

**17-32**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR SOUTH ROGERS STREET CHANGE ORDER**

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 are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, on August 2, 2010, the RDC approved Resolution 10-31, which approved expenditures for road and pedestrian improvements on Rogers Street between Rockport Road and Watson Street and to points east connecting to the B-Line Trail (“South Rogers Street Project”); and

WHEREAS, Resolution 10-31 stated the improvements “are currently needed in order to enhance economic development opportunities within the Thomson Walnut Winslow TIF”; and

WHEREAS, design of the South Rogers Street Project began in 2012, the project was bid and awarded in January 2013, and construction was completed in November 2014; and

WHEREAS, on June 11, 2014, the City received Change Order 11 from American Structurepoint, which was approved and signed on June 11, 2014; and

WHEREAS, due to an asphalt issue, after the City approved and signed Change Order 11, INDOT instructed American Structurepoint not to process Change Order 11; and

WHEREAS, in March 2017, American Structurepoint informed the City that the asphalt issue has been resolved, and that Change Order 11 can now be processed; and



WHEREAS, INDOT has changed Area Engineers since Change Order 11 was originally generated, which required Change Order 11 to be regenerated to include the current INDOT Area Engineer; and

WHEREAS, INDOT does not allow a change order to be regenerated with the same change order number, and, therefore, Change Order 11 was regenerated as Change Order 14; and

WHEREAS, a copy of Change Order 14 is attached to this Resolution as Exhibit A; and

WHEREAS, by changing change order numbers, the signatures on Change Order 11 are void; and

WHEREAS, Change Order 14 has a total cost of Ninety Seven Thousand Ninety Dollars and Sixty Six Cents (\$97,090.66); and

WHEREAS, while it is anticipated that there will be some federal funding available for Change Order 14, the amount of federal funding available to offset Change Order 14 is unknown; and

WHEREAS, in Resolution 15-20, the RDC closed Resolution 10-31, meaning at present there is no mechanism to pay the invoice for Change Order 14 when it is provided to the City; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for Change Order 14; and

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

1. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
2. The RDC finds that Change Order #14 is an expense incurred by the RDC for the South Rogers Street Project, which serves the Consolidated TIF.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Ninety Seven Thousand Ninety Dollars and Sixty Seven Cents (\$97,090.67) from the Consolidated TIF (Fund 439) to pay for Change Order #14, upon receipt of an invoice for Change Order #14. 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 April 30, 2018, the authorizations provided under this Resolution shall expire on April 30, 2018.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Donald Griffin, President

ATTEST:

---

Sue Sgambelluri, Secretary

---

Date

Contract No:R.-30972

Change Order No.: 014

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

Page: 1

**Contract Information**

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Wren, Rachel

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Pending

**Change Order Information**

Date Generated: 02/15/2017

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Overruns and Underruns

Change Order No.: 014

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Original Contract Amount

\$ 2,935,862.20

Current Change Order Amount

\$ 97,090.67

Percent: 3.307 %

Total Previous Approved Changes

\$ 39,758.01

Percent: 1.354 %

Total Change To-Date

\$ 136,848.68

Percent: 4.661 %

Modified Contract Amount

\$ 3,072,710.88

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required? \_\_\_\_\_  
Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -30972  
Change Order No:014

INDIANA  
Department of Transportation

Date:03/14/2017  
Page: 3

Contract: R -30972  
Project: 0600496 - State:0600496  
Change Order Nbr: 014  
Change Order Description: Overruns and Underruns  
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0013	0600496	0013	203-02010	CYS	53.000	404.970	C	Amount:\$ 21,463.41
<b>Item Description:</b> EXCAVATION, ROCK Supplemental Description1: Supplemental Description2:								
0020	0600496	0020	207-09935	SYS	25.000	695.120	C	Amount:\$ 17,378.00
<b>Item Description:</b> SUBGRADE TREATMENT, TYPE 1C Supplemental Description1: Supplemental Description2:								
0024	0600496	0024	301-07448	TON	21.000	1162.350	C	Amount:\$ 24,409.35
<b>Item Description:</b> COMPACTED AGGREGATE, NO. 53, BASE Supplemental Description1: Supplemental Description2:								
0027	0600496	0027	305-07463	SYS	25.000	654.580	C	Amount:\$ 16,364.50
<b>Item Description:</b> PCC BASE PATCHING, 8 IN Supplemental Description1: Supplemental Description2:								
0034	0600496	0034	402-07451	TON	61.000	-360.730	C	Amount:\$ -22,004.53
<b>Item Description:</b> HMA WEDGE AND LEVEL, TYPE B Supplemental Description1: Supplemental Description2:								
0042	0600496	0042	604-07901	SYS	105.000	177.180	C	Amount:\$ 18,603.90
<b>Item Description:</b> CURB RAMP, CONCRETE, G Supplemental Description1: Supplemental Description2:								
0047	0600496	0047	605-06140	LFT	13.250	1575.550	C	Amount:\$ 20,876.03
<b>Item Description:</b> CURB AND GUTTER, CONCRETE Supplemental Description1: Supplemental Description2:								

Total Value for Change Order 014 = \$ 97,090.66

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

See attachment

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contract No:R -30972  
Change Order No:014

INDIANA  
Department of Transportation

Date:03/14/2017  
Page: 4

Contractor: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -30972  
Change Order No:014

INDIANA  
Department of Transportation

Date:03/14/2017  
Page: 5

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S



\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending
Area Engineer	Wren, Rachel	00/00/0000	Action Pending



## Board of Public Works Staff Report

---

**Project/Event:** Change Order #11 South Rogers Streetscape

**Staff Representative:** Rick Alexander

**Petitioner/Representative:** INDOT

**Date:** June 17, 2014

---

**Report:** There are seven items on the change order as reported by the project manager Chuck Wildt. These include additional rock excavation at several locations around storm, sanitary and water installations to meet CBU standards as well as additional street cuts for water and sewer installations. Also, curb ramps were modified at several intersections for better alignment and cleaner looking intersections at Ralston, Graham, Coolidge and Jed Streets thereby also reducing potential trip hazards. Curb and gutter work at the driveway approaches were not included in the plans but were added to the quantity.

**Recommendation and Supporting Justification:** A detailed explanation of each specific item was prepared by Mr. Wildt and is attached. The total expenditure for change order #11 is \$97,090.67 bringing the total changes to date to \$133,410.04. It is an 80/20 match with federal funds so the city's portion of this change order is \$19,418.13. Staff recommends approval of the changes.

Recommend  Approval  Denial by

Rick Alexander *RS*



April 28, 2014

Contract R-30972

Project 0600496

Change Order No.11 Explanations for Overrun and Underrun

Item #13 – Excavation, Rock: Rock was discovered during excavation for the mainline storm system along Line B at various locations. Plans showed the existing rock to be approximately 2 to 3 feet below the storm sewer elevation. Additional rock was removed at Str.#101 to obtain the required two foot clearance around structure, per CBU specification. Additional rock was removed at various locations during sanitary and water installation. Quantities recorded represent field measurements taken by the onsite inspectors.

Item #20 – Subgrade Treatment, Type 1C: Overrun due to quantity error on the item pay list. Quantities recorded represent field measurements taken by the onsite inspector.

Item #24 – Compacted Aggregate, No. 53, Base: Quantity represents tons placed for curb and gutter, curb ramps, concrete sidewalk, asphalt path and asphalt drive approaches. Curb and gutter was slipped through drive approaches and was paid as curb and gutter, not drive approaches. Aggregate was not paid as subgrade treatment, but, compacted aggregate.

Item #27 – PCC Base Patching, 8 in.: Overrun in quantity due to additional street cuts for water main and storm sewer installation. Quantities recorded represent field measurements taken by the onsite inspector.

Item #34 – HMA Wedge and Level, Type B: Underrun represents tonnage placed and recorded.

Item #42 – Curb Ramp, Concrete, G: Changes were made to the curb ramps left and right of Line A. Curb ramps at Ralston Drive, SW radii, east side across from Ralston Drive, Graham Drive, SW & SE ramps, Coolidge Drive, SW, SE, NW and NE ramps, Jed Street NE ramp and Sta.32+60 NW ramp. All of these locations the Type G and Type C curb ramps were combined and paid as Type G. By moving the Type C ramps closer to the intersections made for a better alignment for pedestrians to cross and prevented having small pieces of curb between the ramps which could be a trip hazard and curb damage during snow removal.

Item #47 – Curb and Gutter, Concrete: Overrun due to curb and gutter being paid through the drive approaches. Plan quantity did not include paying through drive approaches but was to be included in the cost for concrete approaches. By slipping through the approaches allowed the home owners quicker access to their property and helped assure required drainage along the concrete gutter line. Quantity recorded represents field measurements taken by the onsite inspector.

**17-33**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR ASSISTED LISTENING DEVICES AT THE BUSKIRK  
CHUMLEY THEATER**

**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**, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

**WHEREAS**, on December 5, 2016, the RDC approved its Resolution 16-79, which approved the expenditure of “an amount not to exceed Seventy-Four Thousand Dollars” from the Consolidated TIF to be used on the Buskirk Chumley Theater; and

**WHEREAS**, the Seventy-Four Thousand Dollars would only be expended after: (1) after following the City’s procurement process as set forth in the City’s Financial Policies Manual, BCT Management, Inc. has made a request to receive part of that funding, (2) the City, through the Director of Parks and Recreation or his designee, has approved the request; and (3) the specific expenditure has been presented to the Redevelopment Commission for its review and approval; and

**WHEREAS**, in Resolution 16-64, BCT Management, Inc. requested to use part of the 2016 funding from the RDC to purchase hearing assistance devices, and such request was approved by the RDC, with the funding authorization to expire on December 31, 2016; and

**WHEREAS**, the hearing assistance devices were not purchased prior to December 31, 2016; and

**WHEREAS**, BCT Management, Inc. continues to desire to purchase hearing assistance devices which can be used without removing a hearing aid, and the City, through the Director of Parks and Recreation, has approved the request; and

**WHEREAS**, in Resolution 16-64, Full Compass Systems, Ltd (“Full Compass Systems”) was identified as the best response; and

**WHEREAS**, Full Compass Systems, Ltd has held their previous price—\$1,499.72—open; and

**WHEREAS**, the RDC has available funds within the Seventy-Four Thousand Dollar appropriation from the Consolidated TIF to pay for this expenditure;

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

1. The RDC hereby approves payment of an amount not to exceed One Thousand Four Hundred Ninety Nine Dollars and Seventy Two Cents (\$1,499.72) from the Consolidated TIF (Fund 439) to Full Compass Systems, Ltd, to be payable in accordance with the terms of a Purchase Order to be executed between the City and Full Compass Systems, Ltd. For the avoidance of doubt, this does not remove the requirement to comply with the City and the RDC's claims process.
2. The funding authorizations contained in this Resolution shall terminate on July 31, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

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Date