

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
April 3, 2017
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –March 20, 2017
- III. EXAMINATION OF CLAIMS** –March 24, 2017 for \$85,023.96
- IV. EXAMINATION OF PAYROLL REGISTERS**–March 17, 2017 for \$27,044.02
- 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 17-25: Approval of Funding for Showers Building Roof Replacement
 - B. Resolution 17-26: Acceptance of Environmental Conditions at 1730 South Walnut Street
 - C. Resolution 17-28: Approval of Amendment to Memorandum of Understanding with Monroe County regarding North Showers Parking Lot
 - D. Resolution 17-29: Approval of Memorandum of Understanding with Monroe County regarding 10th Street Parking Lot
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, March 20, 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, and Mary Alice Rickert

Commissioners Absent: Jennie Vaughan and 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; Virgil Sauder, Director, Animal Care & Control; Adam Wason, Director, Public Works

- II. READING OF THE MINUTES** – David Walter pointed out a typo in the word Bloomington. Sue Sgambelluri made a motion to approve the March 6, 2017 minutes with the correction. David Walter seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – David Walter made a motion to approve the claims register for March 10, 2017 for \$102,116.10. Sue Sgambelluri seconded the motion. The board unanimously approved
- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri made a motion to approve the payroll register for March 3, 2017 for \$27,043.78. David Walter seconded. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Doris Sims was available to answer any 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. In the absence of Alex Crowley, Doris Sims offered to refer any questions to Alex Crowley.
- VI. NEW BUSINESS**
- A.** Resolution 17-19: Approval of Funding for Animal Shelter Reconstruction. Adam Wason stated the reconstruction and remodel of the current Animal Shelter facility will better suit the needs of both the Animal Care and Control workers and the animals they service. Virgil Sauder reported working with Kirkwood Design Studios to develop a design for current and future needs. The design was sent out for a construction bid at the beginning of 2017. Five construction bids were received. The lowest bidder was Neidigh Construction Corporation with a bid of \$1,968,107. City Staff decided not to do a complete bid acceptance; there were certain alternates within in the bid. The accepted bid amount is for \$1,940,011. Jeff Underwood stated the funding amount is not inclusive of the IT related projects. David Walter asked about the completion date. Sauder stated the completion date is January 31, 2018.

Sue Sgambelluri asked to have the major elements of construction explained. Sauder explained, the new addition will be the intake and stray housing wing. The existing facility will be rehabbed into a post adoption and more public area for education and meeting space.

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

David Walter made a motion to approve Resolution 17-19. Sue Sgambelluri seconded the motion. The board unanimously approved.

- B.** Resolution 17-23: Authorization to Record Environmental Restrictive Covenant on the West Rogers Parcels in the Trades District. Approximately one year ago the commission approved a contract with BCA Environmental Consultants to obtain a site status letter for the West of Rogers Parcels from the Indiana Department of Environmental Management (IDEM). Thomas Cameron reported the site status letter has been received. The next step in the process is to record the environmental restrictive covenant with the deed.

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

David made a motion to approve Resolution 17-23. Mary Alice Rickert seconded the motion. The board unanimously approved.

- C.** Resolution 17-24: Approval of Amendment for Offer to Purchase Real Estate (1730 S. Walnut Street. Staff negotiated an amendment to the offer to purchase 1730 S. Walnut Street. The amendment will extend the due diligence period to April 4, 2017.

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

Mary Alice Rickert made a motion to approve Resolution 17-24. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

David Walter reminded the commissioners that originally meetings were increased to twice per month for the purpose of having only CTP related items at the second meeting of the month. Jeff Underwood explained that when TIF expansions began and started to activate the Tech Park, Staff came to the commission regarding timing issues. The commission agreed to combine all elements into both meetings. Underwood requested the current meeting arrangement remain the same.

Jeff Underwood reported tonight kicks off 6 straight annexation public information hearings. The first one starts tonight at 6:00 pm.

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

17-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF FUNDING FOR SHOWERS BUILDING ROOF REPLACEMENT AND
PAYMENT OF INVOICES RELATED TO SOLAR INTERCONNECTION AT CITY
HALL**

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 a redevelopment area known as the Downtown Redevelopment Area, which has been expanded (the “Downtown TIF”), recharacterized as an Economic Development Area, and consolidated into 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 to reimburse the City for expenditures made by it for local public improvements that are physically located in the Consolidated TIF or that are physically connected to the Consolidated TIF; and

WHEREAS, on November 17, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to move forward on three broad sustainability projects: (1) the installation of a full white roof at City Hall and the Police Station; (2) the installation of improved awnings over the Showers Plaza; and (3) the installation of solar panels at City Hall, on the improved Showers Plaza awnings, at the Police Station, and at the Animal Shelter (the “Project”); and

WHEREAS, the RDC approved the Form in Resolution 15-68; and

WHEREAS, Step 2 of the Project was identified as “Construction / Installation”; and

WHEREAS, pursuant to the City’s procurement policies, the City has identified Professional Services, LLC dba Steve’s Roofing and Sheet Metal (“Steve’s Roofing”) as the best provider of roof replacement services at City Hall; and

WHEREAS, Steve’s Roofing is willing to provide the roof replacement services for an amount not to exceed Two Hundred Ninety Six Thousand Four Hundred Dollars (\$296,400); and

WHEREAS, Staff has negotiated an agreement with Steve’s Roofing, which is attached to this Resolution as Exhibit A; and

WHEREAS, Resolution 15-68 identified the Consolidated TIF as the source of funds for the Project; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the roof replacement services at City Hall; and

WHEREAS, Solar Energy Solutions has completed the wiring necessary at City Hall to connect the solar panels to the power grid once the roof is replaced and the solar panels are installed (“Solar Interconnection”); and

WHEREAS, as part of that process, Staff believed it was in the best interest of the facility for service personnel from Cummins, the manufacturer of the City Hall generator, to be on site during the Solar Interconnection at City Hall; and

WHEREAS, Cummins has submitted two invoices, totaling One Thousand Five Hundred Forty Three Dollars and Thirty Two Cents (\$1,543.32), for the services performed while on site during the Solar Interconnection (“Generator Services”); and

WHEREAS, the Cummins invoices are attached to this Resolution as Exhibit B; and

WHEREAS, the City has brought the RDC an Amended Form which adds Generator Services to the Project as Step 4 and updates the expected cost of the Project, which is attached to this Resolution as Exhibit C; and

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 Project is an appropriate use of the Consolidated TIF and the 2015 TIF Bond, and that the Solar Installation serves the public’s best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Hundred Ninety Six Thousand Four Hundred Dollars (\$296,400) to pay for the roof replacement at City Hall, to be payable in accordance with the terms of the Agreement with Steve’s Roofing that is attached to this Resolution as Exhibit A.
4. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Thousand Five Hundred Forty Three Dollars and Thirty Two Cents (\$1,543.32) to pay for the Generator Services, to be payable in accordance with the terms of the Invoices from Cummins that are attached to this Resolution as Exhibit B.

5. The Payments authorized above may be made from the Consolidated TIF (439-15-159002-53990), the 2015 TIF Bond (Fund 976-15-159002-53990), 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 with Steve’s Roofing and the Invoices from Cummins. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

6. The RDC recognizes that change orders which increase the cost of the Project (“Change Orders”) may occur as a part of the Construction of the Project. The RDC hereby authorizes the Director of Economic & Sustainable Development to approve Change Orders that (1) do not change the scope of the project and (2) which: (a) individually do not exceed \$7,500.00 and (b) collectively do not exceed 5% of the contract price. Any Change Order in excess of this authorization, or which can be approved by the RDC without delaying construction, must be approved by the RDC in advance. Any Change Order approved by the Director of Economic & Sustainable Development must also be approved by the Controller and the Corporation Counsel prior to their implementation. All Change Orders that are approved by the Director of Economic & Sustainable Development shall be reported to the RDC at its next scheduled meeting. For the avoidance of doubt, the approval of a Change Order by the Director of Economic & Sustainable Development does not remove the requirement to comply with the City and the RDC’s claims process.

7. 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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

PROFESSIONAL CONTRACTING LLC DBA STEVE'S ROOFING AND SHEET METAL

FOR

CITY HALL ROOF REPLACEMENT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana through the Board of Public Works (hereinafter CITY), and Professional Contracting LLC dba Steve's Roofing and Sheet Metal, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services to install a light-colored reflective roof at City Hall (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement by August 1, 2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be \$100 per day. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 The CITY shall pay CONTRACTOR an amount not to exceed Two Hundred Ninety Six Thousand Four Hundred Dollars (\$296,400) for the completion of all services specified in this Agreement, including any and all fees and expenses (including costs of any authorized subcontractors). CONTRACTOR shall submit AIA Form G702 to the CITY's Design Consultant, STR-SEG ("CONSULTANT"). The CITY shall make payment within forty-five days of CONSULTANT's approval of the Application for Payment. In addition to the provisions in Article 4, the CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.02 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.03 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.04 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.05 **Project Manager** Jacqui Bauer shall act as the CITY's representative under this Agreement.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the CITY requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, CITY, and CONTRACTOR shall enter into a written escrow agreement. Under that agreement, the CITY shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is substantially complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the CITY and CONTRACTOR that the Contract work has been substantially completed to the reasonable satisfaction of the CITY, at which time the CITY shall pay to the CONTRACTOR the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the CONTRACTOR the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the CITY from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the CITY, the CITY may direct the escrow agent to retain in the escrow account, and withhold from payment to the CONTRACTOR, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the CONSULTANT. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the CONTRACTOR, but by CITY or another party under contract with the CITY, said funds shall be released to the CITY.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by the PROJECT MANAGER or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All costs of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders (including the Project Manual).
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.

10. The Specifications.
11. CONTRACTOR'S submittals.
12. The Performance and Payment Bonds.
13. The Escrow Agreement.
14. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
C. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 combined
D. Professional Liability (Errors & Omissions)	\$1,000,000 aggregate
E. Umbrella Excess Liability (over auto and commercial general liability)	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of the CITY's Project Manager, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the Roof Installation as provided in the Project Manual. This includes a twenty year manufacturer's no dollar limit system warranty, a twenty year sheet metal manufacturer's finish warranty, a manufacturer's ten year sealant warranty, and a limited contractor's material and labor warranty.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data

to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the PROJECT MANAGER. The approval by the PROJECT MANAGER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the PROJECT MANAGER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington
Attn: Jacqui Bauer
P.O. Box 100 Suite 150
Bloomington, Indiana 47402

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor 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 the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment C, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Contractor
Professional Contracting LLC dba Steve's Roofing
and Sheet Metal

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

“SCOPE OF WORK”

ROOF REPLACEMENT FOR CITY HALL

This project shall include, but is not limited to the SCOPE OF WORK:

Roof Installation

Pursuant to the specifications and instructions in the Project Manual (which is incorporated herein by reference), CONTRACTOR shall:

1. On Roof Areas 1 through 15 (as shown on Sheet RP-1 of the Project Manual):
 - a. Remove and dispose of existing fully-adhered EPDM single-ply membrane and related flashings.
 - b. Remove and dispose of existing mechanically-attached ½-inch wood fiber, down to the existing polyisocyanurate insulation, backing fasteners completely out for removal.
 - c. Remove and replace any deteriorated foam insulation and/or gypsum board.
 - d. Provide a roof divider across all areas, to distinguish Lot 1 from Lot 3.
 - e. Provide ¼-inch coverboard, mechanically attached through all layers down to roof deck.
 - f. Provide new single-ply roof membrane as follows:
 - i. On Roof Area 1, provide a fully adhered, reinforced EPDM (black) single-ply membrane
 - ii. On Roof Areas 2 through 15:
 1. In a 15-foot wide area, extending back from East perimeter edge of roof, provide a fully-adhered, reinforced EPDM (black) single-ply membrane
 2. Over remainder of each roof area, provide a 60-mil thermoplastic polyolefin (TPO) (white) single-ply roof membrane, mechanically attached (induction welded).
 - g. Provide sheet metal flashings at perimeters of roof areas, as shown in the Contract Documents.
2. Wet seal around all windows, window frames, etc.
3. On Roof Areas 1 through 15, in coordination with Solar Panel Contractor (Solar Energy Solutions):
 - a. Cut open holes in the installed roof membrane where required (approximately 1,004 holes) for solar panel supports, provide plywood and wood blocks, and install / fasten the solar panel support stands. (Solar Panel Contractor will identify locations of stands on each roof area and will provide fasteners to secure the solar panel stand supports to the roof deck.)
 - b. Provide flashings around support stands, as acceptable to the roof system manufacturer, for inclusion in the system warranty.
 - c. At the end of project, provide one additional walk-through, after the solar panel installation is completed, and complete any punch-list items identified.
4. On Roof Area 18:
 - a. Remove and dispose of existing fully-adhered EPDM single-ply membrane and related flashings.
 - b. Provide 1.5 inch polyisocyanurate insulation, mechanically attached through all layers down to roof deck.
 - c. Provide ¼ inch coverboard, adhered in adhesive.
 - d. Provide fully-adhered, reinforced EPDM single-ply roof system.
 - e. Provide sheet metal flashings at perimeters of roof areas, as shown in the Contract Documents.

ATTACHMENT B

“E-Verify AFFIDAVIT”

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 20__.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT C

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor’s submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

ESCROW AGREEMENT

SOLAR PANEL AND ROOF REPLACEMENT PROJECT FOR CITY BUILDINGS AND "SOLARIZE BLOOMINGTON" INITIATIVE

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and Professional Contracting LLC dba Steve's Roofing and Sheet Metal, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the _____ day of _____, 2016, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:

City of Bloomington
Board of Public Works
By:

Kyla Cox Deckard, President

ESCROW AGENT:

First Financial Bank
By:

Name: _____
Title: _____

CONTRACTOR:

By:

Name: _____
Title: _____
Tax I.D. Number



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.

Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

INDIANAPOLIS BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242-0917
(317)244-7251

*FOR SOLAR
INSTALLATION*

INVOICE NO
001-68225
Remit To: 75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO

CITY OF BLOOMINGTON
401 N MORTON/ FACILITY
ATTN: BARRY COLLINS
PO BOX 100
BLOOMINGTON, IN 47402-
AGSR

RUSSEL FLAKE - 812 349-3400

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-MAR-2017					
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1969					
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
177876	87406				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

COMPLAINT CAUSE CORRECTION COVERAGE REMARK

CUSTOMER IS SHUTTING UTILITY OFF AND WANTS A TECH ON STAND BY PER CUSTOMER REQUEST

TRAVEL TO JOB SITE. RAN GENERATOR. WARM UP. TRANSFER TO EMERGENCY POWER. SHUT OFF DISCONNECT. UNIT RAN 3 HOURS ON GENSET. DUKE RECONNECTED SOURCE 1. RETRANSFER. SHUT DOWN. PUT IN AUTO. CLEAR ALARM PANEL. SECURE UNIT.

CUSTOMER BILLABLE

WE APPRECIATE YOUR BUSINESS ! THANK YOU.

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	486.00
LABOR COVERAGE CREDIT:	0.00 CR
TOTAL LABOR:	486.00
MISC.:	66.32
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	66.32
HAZ WASTE DISPOSAL	4.86
ROAD MILEAGE-POWER GROUP	32.30
SHOP SUPPLIES	29.16

TAX EXEMPT NUMBERS: IN 0036987180-010 TAXES: STATE 0.00

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

RECEIVED
MAR 10 2017

BY: *[Signature]*

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.

Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

INDIANAPOLIS BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242-0917
(317)244-7251

*For SDAR
INSTALLATION*

INVOICE NO
001-68225
Remit To: 75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO

CITY OF BLOOMINGTON
401 N MORTON/ FACILITY
ATTN: BARRY COLLINS
PO BOX 100
BLOOMINGTON, IN 47402-
AGSR

RUSSEL FLAKE - 812 349-3400

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
07-MAR-2017					
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1969					
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
177876	87406				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

RECEIVED
 MAR 10 2017
 BY: *B/C*

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

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SUB TOTAL: 552.32
TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 552.32

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.

Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

INDIANAPOLIS BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242-0917
(317)244-7251

INVOICE NO
001-69405
Remit To: 75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO

OWNER

CITY OF BLOOMINGTON
401 N MORTON/ FACILITY
ATTN: BARRY COLLINS
PO BOX 100
BLOOMINGTON, IN 47402-
AGSR

CITY HALL
401 N MORTON ST
BLOOMINGTON, IN 47402-
BARRY COLLINS - 812 349-3410

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-MAR-2017		11-APR-2002	DFCE-3382607		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1969		14-MAR-2017	K990026629		DFCE-3382607
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
178387	87406				CITY HALL

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN	K990026629	YEAR 1999	LICENSE MR428 2/23/17	
			COMPLAINT	DISABLE GEN SET WATCH UNIT WHILE SOLAR PANELS ARE INSTALLED. ENABLE UNIT AND TEST ON BUILDING LOAD.			
			CAUSE	THIS WILL BE BILLED AT OT RATES TO BE DONE AFTER HOURS. PER CUSTOMER AGREEMENT			
			CORRECTION	TRAVEL TO CITY HALL. DISABLE GENSET. DISCONNECT BATTERY CHARGER. UNHOOK BATTERIES. LOCK OUT CONTROL PANEL. LOCK OUT BATTERY CABLE. LOCK ALL DOORS. DISCONNECT SOURCE 1 FROM TRANSFER SWITCH. SOLAR ENERGY SOLUTIONS CONFIRM UNIT AND TRANSFER SWITCH WAS DEAD. SOLAR ENERGY SOLUTIONS. MADE CONNECTIONS AT SOURCE 1. ENABLE SERVICE BREAKER. DUKE ENABLE TRANSFORMER. SOURCE 1 WAS ENABLE AT TRANSFER SWITCH. UNLOCK DOORS ON GENSET. HOOK UP BATTERIES. ENABLE CHARGER. RESET CONTROLS. PERFORM BUILDING TEST REQUEST FROM BARRY COLLINS. UNIT AND SWITCH WORK WELL. LEFT IN AUTO.			
			COVERAGE	CUSTOMER BILLABLE			
			REMARK	WE APPRECIATE YOUR BUSINESS I THANK YOU.			

Solar Project

RECEIVED
MAR 27 2017

BY: *[Signature]*

PARTS:	0.00
PARTS COVERAGE CREDIT:	0.00CF
TOTAL PARTS:	0.00
SURCHARGE TOTAL:	0.00
LABOR:	872.90
LABOR COVERAGE CREDIT:	0.00CF
TOTAL LABOR:	872.90
MISC.:	118.10
MISC. COVERAGE CREDIT:	0.00CF
TOTAL MISC.:	118.10

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.

Remit To: Cummins Crosspoint
75 Remittance Dr-Ste1701
Chicago, IL 60675-1701

INDIANAPOLIS BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242-0917
(317)244-7251

INVOICE NO
001-69405
Remit To:75 Remittance Dr-Ste1701 Chicago, IL 60675-1701

BILL TO

CITY OF BLOOMINGTON
401 N MORTON/ FACILITY
ATTN: BARRY COLLINS
PO BOX 100
BLOOMINGTON, IN 47402-
AGSR

OWNER

CITY HALL
401 N MORTON ST
BLOOMINGTON, IN 47402-
BARRY COLLINS - 812 349-3410

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-MAR-2017		11-APR-2002	DFCE-3382607		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
1969		14-MAR-2017	K990026629		DFCE-3382607
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
178387	87406				CITY HALL

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			K990026629	OSN/MSN/VIN	YEAR 1999 LICENSE MR428 2/23/17		
				SHOP SUPPLIES			52.37
				HAZ WASTE DISPOSAL			8.73
				ROAD MILEAGE-POWER GROUP			57.00
				TAX EXEMPT NUMBERS: IN	0036987180-010 TAXES:		
					STATE		0.00

Billing Inquiries? Call (877)480-6970 or email CBSCrossPointReceivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 991.00

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 991.00

AUTHORIZED BY (print name) _____ SIGNATURE _____ 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: Sustainability Projects including Roof/Awning Upgrades and Solar Panel Installations in Various Public Facilities

Project Manager: Jacqui Bauer (coordinator) with Barry Collins

Project Description: This project will cover several sustainability projects, including:

1. The installation of a full white roof at City Hall and the Police Station
2. The installation of photovoltaic panels (“Solar Panels”) at City Hall, and at the Police Station.

Each of these sustainability projects will be integrated into an energy dashboard, allowing for public education on renewable energy and the resulting taxpayer savings.

As part of the bidding process, Staff will ask the bidders to offer options for third-party ownership and financing, and to offer input on project timing, to enable the City to take advantage of federal tax credits (which will cover 30% of the total costs).

Staff has also had discussions with Duke Energy’s Renewable Energy Strategies team regarding a partnership. To this point, discussions have focused on Solar Panels on City Hall and in The Trades District.

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) It will directly increase the value of the facilities impacted, by reducing their operating costs.
- (3) The upgraded roofs will perform as well as newly constructed roofs.
- (4) This project was not contemplated as part of the normal life cycle of the existing roof systems.

Additionally, these are projects that would be capitalized under the IRS’s guidelines.

Project Timeline:

Start Date: November 2015
 End Date: December 2017

Financial Information:

Estimated full cost of project:	\$1,150,694
Sources of funds:	2015 Consolidated TIF Bond 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.

While it is anticipated that the projects will be bid together to realize cost efficiencies, the installation timing may vary from building to building due to programming needs in those facilities, or appropriate project phasing by City facilities staff and the contractor.

Step	Description	Estimated Cost	Timeline
1	Roof assessments/design for all buildings	\$36,070 ¹	July 2016 – July 2017
2	Construction / Installation		
	BPD HQ	\$88,500 ²	2016 completion
	City Hall	\$296,400	2017 completion
3	Solar Panel Installation	\$728,181	2017 completion
4	Generator Services Related to Solar Interconnection	\$1,543	2017 completion

¹ This includes both the structural engineering provided by Silver Creek Engineering for \$5,770 and the design provided by STR-SEG for \$30,300.

² This includes the contract price (\$78,500) and a \$10,000 allowance for replacing insulation, to be installed at \$195 per 4’ x 8’ board of insulation.

TIF District: Consolidated TIF (Original Downtown TIF, Seminary Square TIF)

- Resolution History:** 15-68 Initial Approval of Project
16-32 Structural Engineering Services
16-76 Roof Design
16-77 BPD Roof Construction
16-88 Solar Panel Installation
17-09 Amendment to Solar Panel Installation at BPD
17-25 City Hall Roof Construction

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**17-26
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**ACCEPTANCE OF ENVIRONMENTAL CONDITIONS OF 1730 S. WALNUT
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

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, on September 6, 2016, the RDC approved Resolution 16-54 authorizing Staff to pursue acquisition of property along South Walnut in the immediate vicinity of Switchyard Park, including 1730 S. Walnut Street (the “Project”); and

WHEREAS, on January 23, 2017, the RDC approved Resolution 17-08, which ratified an offer to purchase 1730 S. Walnut Street (“Property”) for \$800,000 (“Offer to Purchase”); and

WHEREAS, the Offer to Purchase provided the RDC with seventy-five days from the acceptance of the Offer to Purchase by the Seller to obtain environmental reviews of the Property, for the RDC to consider those environmental reviews, and for the RDC to accept or reject the environmental conditions of the Property; and

WHEREAS, on March 20, 2017, the RDC approved Resolution 17-24, which amended the Offer to Purchase to give the RDC until April 4, 2017 to evaluate the environmental conditions of the Property; and

WHEREAS, the RDC has obtained a Phase II Environmental Site Assessment and a Supplemental Phase II Environmental Site Assessment from BCA Environmental Consultants; and

WHEREAS, Staff has discussed the results of the Phase II and Supplemental Phase II with BCA Environmental Consultants, and is comfortable that the environmental conditions of the Property will not significantly impair its future development; and

WHEREAS, Staff recommends that the RDC affirmatively accept the environmental conditions of the Property, as provided in Section 2.3 of the Offer to Purchase;

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

1. The RDC reaffirms its support of the Project, reiterates that the Project serves the public's best interests, and finds that the acquisition of 1730 South Walnut is an appropriate use of the Bond.
2. The Redevelopment Commission finds that it is satisfied with the environmental conditions of the Property.
3. Pursuant to Section 2.3 of the Offer to Purchase Real Estate, the Redevelopment Commission affirmatively accepts the environmental conditions of the Real Estate.
4. To clarify any ambiguity from previous resolutions, the Redevelopment Commission reaffirms its statement to pay the purchase price of Eight Hundred Thousand Dollars (\$800,000) from the 2015 TIF Bond Fund (976-15-159004-53990).
5. Article 4 of the Offer to Purchase provided that costs of closing, except those specified elsewhere in the Offer to Purchase, shall be shared between Buyer and Seller. In addition to the purchase price, the Redevelopment Commission authorizes the expenditure of up to One Thousand Dollars (\$1,000.00) for closing costs, to be paid from the 2015 TIF Bond Fund.
6. The RDC authorizes Donald Griffin to sign any documents that Staff determines to be necessary to effectuate the purchase of 1730 S. Walnut, including any necessary extension to the time period specified in the Offer to Purchase for closing. The Redevelopment Commission wishes to close on the purchase of the Property by May 1, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**17-28
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH
MONROE COUNTY REGARDING NORTH SHOWERS PARKING LOT**

WHEREAS, in July 2015, the Redevelopment Commission of the City of Bloomington (“RDC”) approved Resolution 15-33, which approved a Memorandum of Understanding with Monroe County regarding parking in the North Showers Parking Lot (“MOU”); and

WHEREAS, Monroe County has agreed to extend the Building Interlocal Agreement for one year, and has requested a reduction in the payment it makes under the MOU;

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

1. The Amendment to the MOU that is attached to this Resolution as Exhibit A is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION (“CITY”) AND MONROE COUNTY GOVERNMENT (“COUNTY”)

This Amendment amends the Memorandum of Understanding between the City of Bloomington Redevelopment Commission (“City”) and Monroe County Government (“County”) regarding parking at the North Showers Parking Lot, originally executed in July 2015, as follows:

1. Premises, Term and Availability. Section 1.2 currently states, in relevant part: “In the unlikely event the CITY decides to make the Premises or a portion of the Premises unavailable to the COUNTY, the CITY shall provide the COUNTY with written notice at least ninety (90) days prior to the decision becoming effective.” This sentence shall be replaced with the following: “In the unlikely event the CITY decides to make the Premises or a portion of the Premises unavailable to the COUNTY, the CITY shall provide the COUNTY with written notice at least thirty (30) days prior to the decision becoming effective.”
2. Payments.
 - a. Section 2.1 currently states, in relevant part: “For the seventy-six (76) parking spaces to be utilized by the COUNTY for its tenants, employees or other employees of the Certified Tech Park, the COUNTY agrees to pay the parking permit fee for each parking space to the CITY in the amount prescribed by the Bloomington Municipal Code Section for non-reserved monthly permits issued for parking in any and all of the City’s garages identified in BMC 15.40.020 Schedule V, as may be amended. Permits shall be issued for an annual term which shall run from January 1 through December 31. The COUNTY shall pay to the CITY the annual permit fee prior to distribution of the permits to the COUNTY.”
 - b. The above quoted language shall be replaced with the following:

Permit Issuance. The CITY shall provide the COUNTY with seventy-six permits for the Premises prior to January 1 of each year. Replacement permits shall be provided at the cost specified in BMC 15.40.020(d).

Payments for Parking in Years Ending Before January 1, 2017. The COUNTY agrees to pay the parking permit fee for each parking space to the CITY in the amount prescribed by the Bloomington Municipal Code Section for non-reserved monthly permits issued for parking in any and all of the City’s garages identified in BMC 15.40.020 Schedule V, as may be amended.

Payments for Parking in 2017. Prior to the execution of this Amendment, the COUNTY paid the CITY the annual parking permit fee for all seventy-six permits for the Premises. Within forty-five (45) days of the execution of this Amendment, the COUNTY shall submit an invoice to the CITY for a pro-rated refund of the parking permit fee based on the number of days between the execution of this Amendment and December 31, 2017.

Payments for Parking in Years Ending After December 31, 2017. The COUNTY shall pay to the CITY one dollar (\$1.00) for the parking spaces.

3. All Other Terms. All other terms shall remain unchanged from the July 2015 Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Memorandum of Understanding between the City of Bloomington Redevelopment Commission and Monroe County Government regarding parking at the North Showers Parking Lot (originally executed in July 2015) to be executed the day and year last written below:

CITY OF BLOOMINGTON

John Hamilton, Mayor

Date

MONROE COUNTY

Julie Thomas, President
Monroe County Commissioners

Attest:

Cathy Smith, Auditor

Date

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**17-29
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH
MONROE COUNTY REGARDING 10th STREET PARKING LOT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns and has control over the usage of the parking lot at the northeast corner of North Rogers Street and West 10th Street (“10th Street Parking Lot”) and, as owner of real property near the parking lot, Monroe County has a need for the 10th Street Parking Lot facilities for its employees; and,

WHEREAS, by entering into a Memorandum of Understanding, in lieu of a lease agreement, the RDC understands and agrees to cooperate with Monroe County and allow Monroe County to reasonably accommodate its parking needs in this parking lot.

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

1. The Memorandum of Understanding that is attached to this Resolution as Exhibit A is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

MEMORANDUM OF UNDERSTANDING

Between

**CITY OF BLOOMINGTON, REDEVELOPMENT COMMISSION
“CITY”**

And

**MONROE COUNTY GOVERNMENT
“COUNTY”**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered into between the City of Bloomington, Redevelopment Commission, (“CITY”), and Monroe County Government, by its Board of Commissioners (“COUNTY”), WITNESSETH THAT:

Section 1. Premises, Term and Availability

1.1. The CITY and the COUNTY do hereby agree to execute this MOU for temporary parking facilities in the Trades District, more particularly described in “Exhibit A”, attached hereto and incorporated herein (the “Premises”). The Premises contains fifty-three (53) parking spaces.

1.2. The parties hereby acknowledge and agree that this MOU is executed in consideration of the COUNTY’s request for additional parking spaces for its tenants, employees or other employees of the Certified Tech Park on the Premises. The COUNTY shall be responsible for permit issuance. The parties also acknowledge that this MOU is not a lease of or for the Premises but rather sets forth the manner in which parking facilities within the Premises shall be governed and allocated for the period in which the CITY chooses to make the Premises available to the COUNTY. When the CITY decides to make the Premises or a portion of the Premises unavailable to the COUNTY, the CITY shall provide the COUNTY with written notice at least thirty (30) days prior to the decision becoming effective.

1.3. Subject to the payment terms of Section 2.1 and the CITY’s reservation of the right to use the Premises in Section 5.4, the Premises shall be made exclusively available to the COUNTY from 6:00 a.m. to 6:00 p.m., each Monday, Tuesday, Wednesday, Thursday, and Friday, excluding all Legal Holidays observed by the parties.

1.4. The parties hereby acknowledge and agree that this MOU is an independent Agreement executed in consideration of COUNTY’s request for additional parking spaces for its tenants, employees or other employees of the Certified Tech Park on the Premises.

Section 2. Payments

2.1. For the fifty-three (53) parking spaces to be utilized by the COUNTY for its tenants, employees or other employees of the Certified Tech Park, the COUNTY agrees to pay the CITY the greater of: (1) one dollar (\$1.00) and (2) the amount actually collected for the 53 parking permits distributed to the COUNTY. Payments shall be made by the COUNTY to the City of Bloomington Department of the Controller, for the benefit of the CITY.

Section 3. Maintenance, Alteration, and Repairs

The CITY shall maintain and make all necessary repairs to the Premises in order to maintain the Premises in a condition comparable to parking spaces serving comparable offices in Bloomington, Indiana. Maintenance services that shall be provided by the CITY include, but are not limited to: asphalt repair/resurfacing; striping; sweeping and snow removal; landscaping; and grounds maintenance. The COUNTY shall notify the CITY, promptly after the COUNTY learns of: (1) any accident on or about the Premises; and (2) all damages to or defects in the Premises. The COUNTY shall not make any alterations to the Premises and may not redesign or reconfigure the Premises. The COUNTY shall not commit or suffer to be committed any waste on the Premises.

Section 4. Parking Enforcement

The COUNTY shall be responsible for enforcing parking restrictions on the Premises.

Section 5. Use of Premises

5.1. The COUNTY shall use and occupy the Premises for parking in connection with the direct use of the North Showers offices and their ownership therein, for parking by COUNTY tenants, employees, other employees of the Certified Tech Park, or such other special events as may be requested by COUNTY and approved in advance by the CITY. Requests shall be sent to each entity shown in Section 11.

5.2. Throughout the term of this MOU, the COUNTY shall preserve all visitor parking and accessible parking spaces as designated upon the Commencement Date, unless the CITY consents, in writing, to a change in usage.

5.3. Should the COUNTY terminate this MOU, the COUNTY shall hold the CITY harmless and fully indemnify, defend, and release the CITY, its officers, directors, agents, employees, members, successors, and assigns from any cost or damages associated with such termination.

5.4. The CITY reserves the right to use the Premises in conjunction with any special event approved and authorized by the CITY. The CITY shall provide the COUNTY reasonable advance notice of any date and time when the Premises shall be unavailable to the COUNTY. Notwithstanding Section 1.2, the CITY's use of the Premises for an approved special event shall not require thirty (30) days prior notice to the COUNTY and shall not result in any prorated refund of parking fees to the COUNTY.

Section 6. Signage

The COUNTY may erect signs on the Premises, only after submitting all proposed signs and proposed locations of signs to the City of Bloomington Department of

Planning and Transportation. The CITY shall approve any and all proposed signs prior to their installation. Any and all signs installed in violation of this Section shall be immediately removed by the CITY at the COUNTY's expense, with no notice required or compensation provided to the COUNTY.

Section 7. Insurance

7.1. During the term of this MOU, the City of Bloomington shall carry general liability insurance, including accidental death and property damage, with respect to the Premises, in an amount not less than the maximum statutory liability limits. Said insurance herein may be by a blanket insurance policy or policies.

7.2. During the term of this MOU, the COUNTY shall, at its own expense, carry general liability insurance, including accidental death and property damage with reference to the Premises, in an amount not less than the maximum statutory liability limits. The COUNTY shall provide the CITY with a Certificate of Insurance regarding this coverage on the Premises, and the Certificate shall contain a provision that coverage afforded under that policy will not be canceled or non-renewed until at least sixty (60) days prior written notice has been provided CITY.

7.3. If at any time, the COUNTY fails to maintain insurance in accordance with this Section, such insurance may be obtained by the CITY and the cost of said insurance shall be paid by the COUNTY within thirty (30) days of the CITY's obtaining such coverage; however, the CITY shall be under no such obligation to obtain such insurance, and any action or non-action of the CITY in this regard shall not relieve the COUNTY of any consequence of its default in failing to obtain such insurance, including its obligation to make payments in accordance with Section 2.1.

Section 8. Mutual Indemnity

The parties mutually agree, for themselves, their officers, directors, agents, employees, members, visitors, guests, successors or assigns, to release and hold the other party harmless and to indemnify, defend, release, waive, and forever discharge for all bodily or personal injuries, including injuries resulting in death, and for all property damages, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of negligence. The parties further agree that the obligations in this Section shall be limited to the exposure set forth and allowed under the Indiana Tort Claims Act and that neither party's exposure or obligations shall exceed what may be allowed by law.

Section 9. Compliance with Applicable Laws

The CITY shall maintain and the COUNTY shall use the Premises in accordance with all applicable laws, ordinances and regulations of the United States of America, State of Indiana, City of Bloomington, and all other proper governmental authorities with jurisdiction over the Premises.

Section 10. Defaults

If the COUNTY is in default in the payment of any permit fee or in the observance of any other covenant or agreement herein, the CITY may proceed to protect its interest and enforce its rights by suit or suits in equity or law in the Monroe Circuit Court or any court of competent jurisdiction, without further notice to the COUNTY. Upon such default, it shall be lawful for the CITY to resume possession of the Premises, and the COUNTY shall surrender the same upon demand by the CITY.

Section 11. Notices

All notice given by either party to the other under this MOU shall be made in writing and delivered at the addresses provided below.

CITY

City of Bloomington Legal Department
401 North Morton, Suite 220
Bloomington, Indiana 47404
(812) 349-3426 (phone)
(812) 349-3441 (fax)

COUNTY

Monroe County Attorney's Office
Courthouse, Room 220
Bloomington, Indiana 47404
(812) 349-2525 (phone)
(812) 349-2982 (fax)

With copies to:

Dept. of Economic & Sustainable Development
401 North Morton Street, Suite 150
Bloomington, Indiana 47404
(812) 349-3418
(812) 349-3535

Planning and Transportation Dept.
401 North Morton Street, Suite 130
Bloomington, Indiana 47404
(812) 349-3423
(812) 349-3520

Section 12. Authority of Parties

Each party warrants that it is authorized to enter in this MOU, that the person signing on its behalf is duly authorized to execute the MOU, and that no other signatures are necessary.

Section 13. Counterparts

The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one original.

Section 14. Entire Agreement

This MOU and the Exhibit, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between the CITY and the COUNTY concerning the Premises, and there are no covenants, promises,

agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this MOU shall be binding upon the CITY or the COUNTY unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed for and on their behalf the day and year first hereinafter written.

CITY

COUNTY

REDEVELOPMENT COMMISSION

MONROE COUNTY, INDIANA

Donald Griffin, President

Julie Thomas, President
Board of Commissioners

Attest:

Attest:

Sue Sgambelluri, Secretary

Cathy Smith, Auditor

Date: _____

Date: _____

OFFICE OF THE MAYOR

John Hamilton, Mayor

Date: _____

EXHIBIT A

