

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
June 17, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –June 3, 2019
- III. EXAMINATION OF CLAIMS** –June 14, 2019 for \$407,822.33
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 7, 2019 for \$30,873.84
- 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. 4th Street Parking Garage Design Presentation
 - B. Resolution 19-53: Approval of Funding Increase for LIFE Designs, Inc.
 - C. Resolution 19-54: Technical Amendment to Bond Resolution 18-68
 - D. Resolution 19-55: Extension of Funding for 2nd and College Intersection Improvements
 - E. Resolution 19-56: Funding Approval for Contract for Winslow-Henderson Path and Intersection
 - F. Resolution 19-57: Assignment of Leases for Hilton Garden Inn
 - G. Resolution 19-58: Amended Contract Review and Approval Form – 4th Street Garage
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, June 3, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Donald Griffin, Sue Sgambelluri, David Walter, Eric Sandweiss, and Mary Alice Rickert

Commissioners Absent: Sue Wanzer

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

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development (ESD); Jeff Underwood, Controller; Kevin Curran, Director of Auditing & Finance Systems; Ndinomholo Ndilula, Citizen; John Kenny, MCCSC Business Operations; Caleb Reedy, Reedy Financial Group; Eric Reedy, Reedy Financial Group; Matt Frische, Reedy Financial Group; Juan Carlos Carrasquel, JuanSells.com Realty

- II. READING OF THE MINUTES** – David Walter moved to approve the May 20, 2019, minutes. Mary Alice Rickert seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Sue Sgambelluri moved to approve the claim register for May 31, 2019, for \$3,184,240.41. Eric Sandweiss seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Mary Alice Rickert moved to approve the payroll register for May 24, 2019, for \$30,873.86. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Doris Sims was available to answer questions.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer’s Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update. Alex Crowley stated that there was a ribbon cutting for the formal opening of the streets in the Trades District. The infrastructure is complete, and marketing will begin for the kiln and Showers Administration Building (“Admin Building”). The last major RDC investment at the Trades District is going to be the Trades District Garage.

Jeff Underwood informed the commission that the garage next to the Admin Building has been demolished. Underwood also informed the commission that there will be a presentation on the 4th Street Garage design at the June 17, 2019, RDC meeting.
- VI. NEW BUSINESS**
- A.** RDC’s Annual Informative Presentation. Jeff Underwood reported contracting with Reedy Financial Group to prepare and present a report on all overlapping taxing units. The report includes the RDC’s budget, long-term plans for the allocation area, and the TIF impact on each of the taxing units. It is now a requirement that the report be presented annually, at a public meeting prior to July 1st. Notice of the presentation was sent to all overlapping

taxing districts inviting them to this meeting. The presentation will also be posted on the City's website.

Eric Reedy explained the annual report. A copy of the report is attached to the minutes.

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

Sue Sgambelluri moved to accept the report prepared by Reedy Financial Group. Mary Alice Rickert seconded the motion. The board unanimously approved.

- B. Resolution 19-42: Approval of the CMc Contract for the 4th Street Garage. This resolution was pulled from the agenda due to continued negotiations. Staff hopes to bring this resolution back to the June 17, 2019, RDC meeting.
- C. Resolution 19-52: Approval of the 2018 CDBG Funding Agreement with City of Bloomington Utilities (CBU). Robert Woolford stated CBU received \$170,563 in 2018 Community Development Block Grant funds. HAND is requesting permission to enter into a funding agreement with CBU to install sanitary sewers in the Broadview area.

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

David Walter moved to approve Resolution 19-52. Mary Alice Rickert seconded the motion. The board unanimously approved.

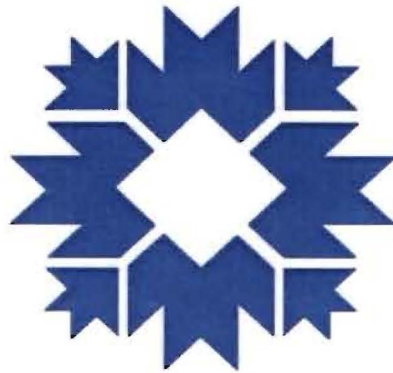
D. **BUSINESS/GENERAL DISCUSSION** – None.

E. **ADJOURNMENT**

Don Griffin, President

Mary Alice Rickert, Secretary

Date



CITY OF BLOOMINGTON

Bloomington Redevelopment Commission:
TIF Impact Update

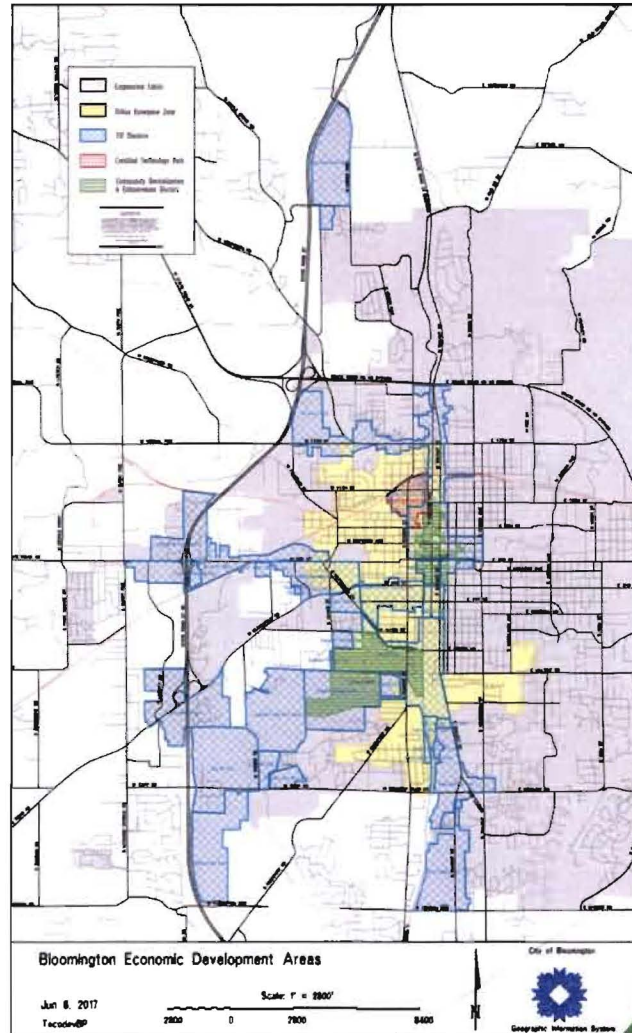

Reedy Financial Group P.C.

Government Finance Specialists

Certified Public Accountants | Consultants | Registered Municipal Advisors

Inside the RDC

- ▶ Economic Development Area: an allocation area hoping to increase employment opportunities, attract new businesses, or retain or expand business in the area.
- ▶ Tax Increment Financing (TIF): Growth in assessed value in an allocation area times the taxing district rate will provide revenue for projects benefiting the area.



Why Create a TIF District?

- ▶ Attract capital investment to the area
- ▶ Attract new residents to the community
- ▶ Promotes economic development in an otherwise stagnate area
- ▶ Allows for redevelopment to be self-funded through assessed value growth
- ▶ It provides a financing tool for redevelopment
- ▶ Issuance of debt on TIF revenue is less restrictive and does not require petition or referendum



Reporting Requirements

- ▶ Prior to April 1st: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- ▶ No Later Than April 15th: Report of Previous Years' Activities to the Fiscal/Executive Body
- ▶ Prior to June 15th: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- ▶ **Prior to July 1st: Presentation to All Overlapping Taxing Units**
 - ▶ Includes: RDCs budget, long-term plans for the allocation area, and the TIF impact on each of the taxing units
- ▶ Prior to August 1st: Neutralization of Base Assessed Value for the Upcoming Year

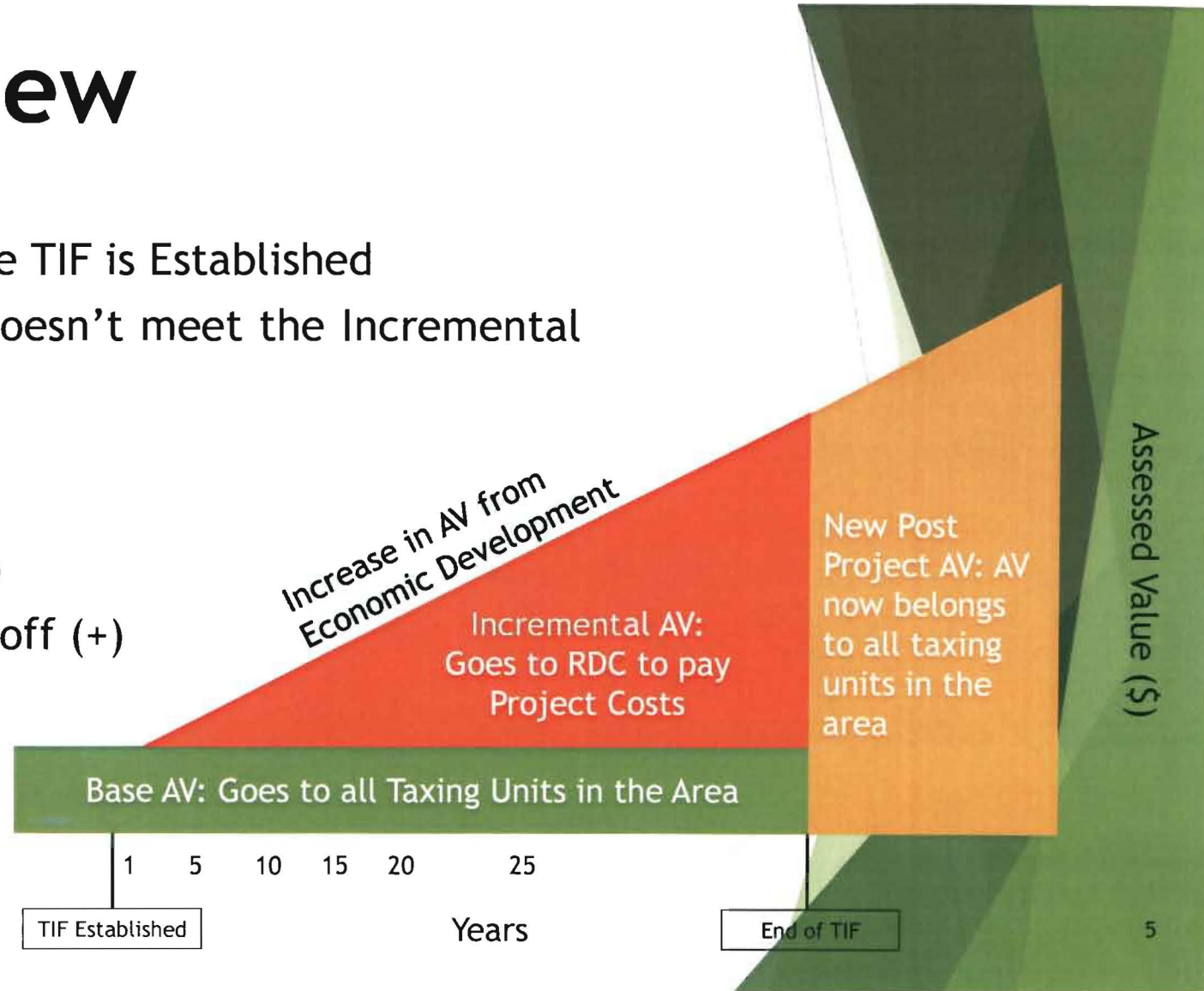
TIF Overview

- Base AV

1. Existing AV at the time TIF is Established
2. Percentage of what doesn't meet the Incremental AV classification

- Incremental AV

- a) New Construction (+)
- b) New Abatement Roll off (+)
- c) New Destruction (-)
- d) New Appeals (+)



Consolidated TIF Fund

<u>Projected 2019 Beginning Cash Balance</u>		\$	19,981,037
<i>Federal and State Grants</i>	\$	495,130	
<i>Interest / Misc. Revenue</i>	\$	146,285	
<i>Restitution</i>	\$	2,574	
<i>Solar Bond Revenue</i>	\$	760,408	
<i>TIF Revenue Collections</i>	\$	<u>10,647,847</u>	
Total Revenues			\$ 12,052,243
<u>Capital Outlays</u>	\$	19,474,118	
<u>Debt Payments</u>			
<i>7th & Walnut Garage Lease</i>	\$	233,808	
<i>Mercury Garage Lease</i>	\$	436,116	
<i>Refunded Bonds, Series 2017</i>	\$	903,140	
<i>Solar Project Lease Purchase</i>	\$	895,230	
<i>Tax Increment Bonds, Series 2015</i>	\$	<u>2,840,094</u>	
<u>Other Services and Charges</u>	\$	10,333	
Total Spending			\$ 24,792,839
Surplus/(Deficit)	\$	(12,740,596)	
Pass Through		49%	
2019 Ending Cash Balance			\$ <u>7,240,441</u>

Long Term Plans

- 17th Street Sidewalk
- Fiber Conduit Project
- Trades District
- Hospital Site Reuse
- Bond Payments

North Kinser Allocation Area

Projected 2019 Beginning Cash Balance \$ 679,679

Misc. Revenue \$ -
 TIF Revenue Collections \$ 89,913

Total Revenues \$ 89,913

Capital Outlays
 Cascades Trail \$ 4,500

Debt Payments \$ -

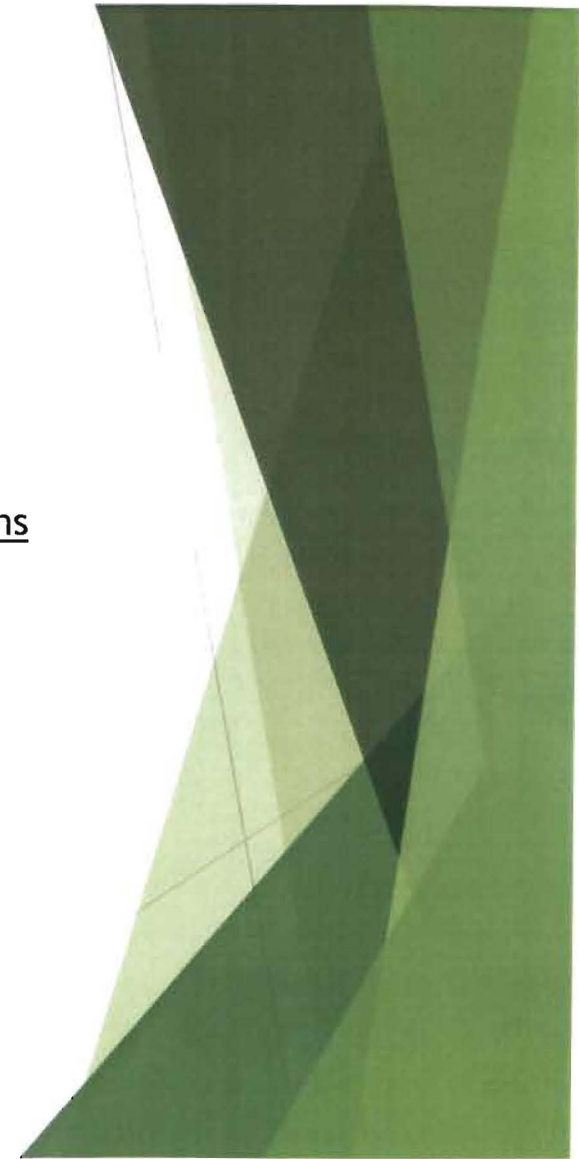
Other Services and Charges \$ -

Total Spending \$ 4,500

Surplus/(Deficit)	\$ 85,413
Pass Through	1998%
2019 Ending Cash Balance	<u>\$ 765,092</u>

Long Term Plans

- Cascades Trail



RDC Fund

Projected 2019 Beginning Cash Balance \$ 93,982

Interest / Misc. Revenue \$ 1,398

Rental Property \$ 71,170

Total Revenues \$ 72,569

Capital Outlays

\$ -

Debt Payments

\$ -

Other Services and Charges

IU Buildings \$ 13,500

Lawn Care \$ 4,000

Property Related Costs \$ 40,000

Utility Payments \$ 15,000

Total Spending \$ 72,500

Surplus/(Deficit) \$ 69

Pass Through 98%

2019 Ending Cash Balance \$ 94,050

Long Term Plans

- Building maintenance/utilities

AIM Research

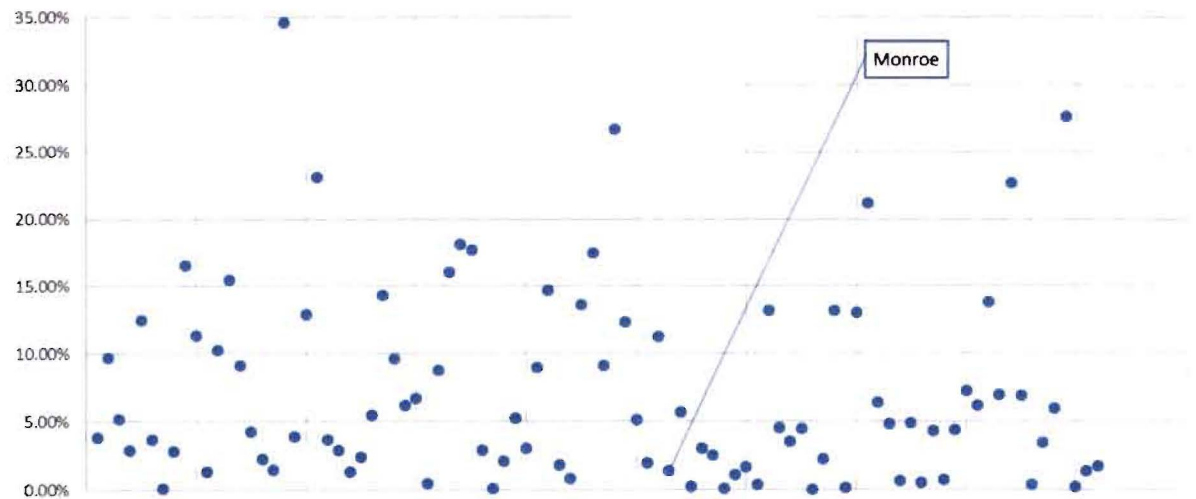
- ▶ During the 2018 AIM Conference we jointly presented with Barnes and Thornburg regarding TIF Impact
- ▶ To calculate the true TIF impact to overlapping units, we analyzed every parcel in Wayne, Boone, and Jasper county to come up with the most accurate impact report possible
- ▶ This in depth analysis averaged 100+ hours per county
- ▶ In an effort to save time and money, for the RDC we have created a process based off our in depth analysis to arrive at an estimation of what we can reasonably assume the circuit breaker impact to be



Circuit Breaker Correlation

- ▶ The level of TIF impact is directly correlated to the circuit breaker environment where the TIF is located
- ▶ The higher the circuit breaker the higher the impact to overlapping units
- ▶ Monroe County ranks 75th out of all 92 counties in the State

Total Circuit Breaker Percent by County



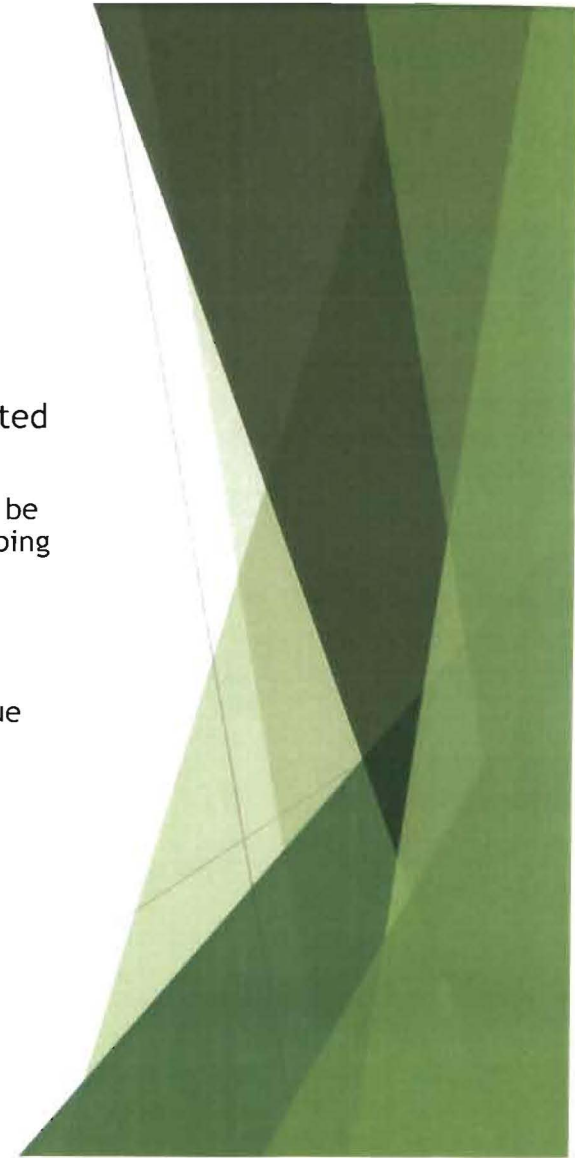
TIF Impact Chart

<u>Overlapping Units</u>	<u>Circuit Breaker Impact</u>	<u>Percent of Total Impact</u>	<u>2018 Budget</u>	<u>Impact as a Percent of 2018 Budget</u>
Bloomington Civil City	\$ 1,080,629	59.72%	\$ 62,045,731	1.74%
Monroe County	\$ 345,487	19.09%	\$ 51,344,473	0.67%
Monroe County Community School Corporation	\$ 245,496	13.57%	\$ 111,474,761	0.22%
Richland-Bean Blossom Community School Corporation	\$ 48,536	2.68%	\$ 27,173,452	0.18%
Bloomington Transportation	\$ 44,043	2.43%	\$ 9,800,458	0.45%
Monroe County Solid Waste Management District	\$ 24,252	1.34%	\$ 2,875,073	0.84%
Perry Township	\$ 12,428	0.69%	\$ 1,246,596	1.00%
Bloomington Township	\$ 7,200	0.40%	\$ 62,045,731	0.01%
Richland Township	\$ 1,524	0.08%	\$ 1,380,367	0.11%
Van Buren Township	\$ 1	0.00%	\$ 2,555,204	0.00%
Perry-Clear Creek Fire Protection	\$ -	0.00%	\$ 2,556,650	0.00%
Total Impact to Overlapping Units	\$ 1,809,596			
Or				
2018 TIF Collections	\$ 9,784,623			

- ▶ We have provided an estimated circuit breaker impact
- ▶ *Percent of Total Impact = Circuit Breaker Impact of an Individual Unit / Total Impact to All Overlapping Units
- ▶ **Impact as a Percent of 2018 Budget = Circuit Breaker Impact of an Individual Unit / 2018 Budget of that Individual Unit

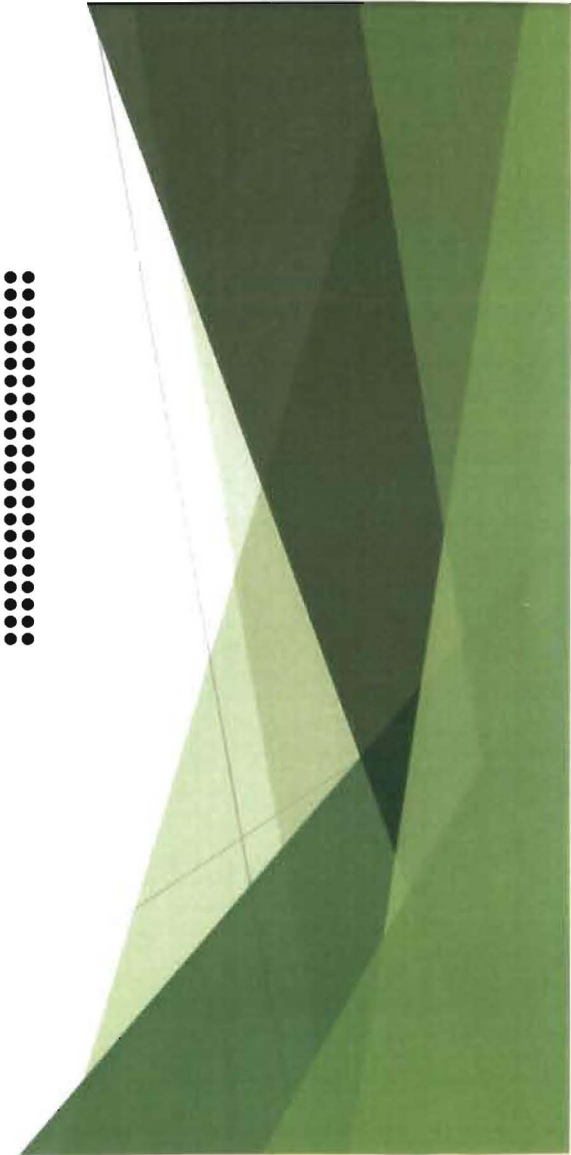
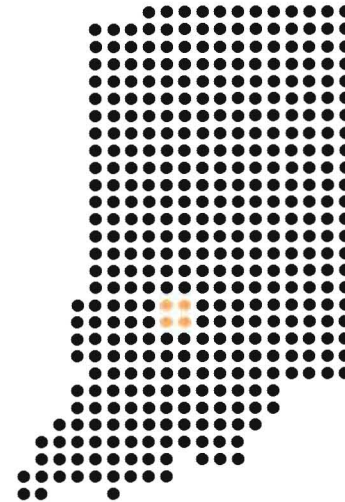
TIF Benefits

- ▶ RDC TIF Margin = \$0.82
 - ▶ TIF Margin is stated in terms of **additional money** collected per every \$1 collected in the RDC
 - ▶ The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone if the RDC did not exist. This revenue would not be collected by the overlapping units.
 - ▶ \$9,784,623 worth of revenue is collected due to the RDC being established (Total collections in 2018 for every allocation area combined)
 - ▶ Without the RDC the same assessed value would only yield \$1,809,596 worth of revenue (2018 Circuit Breaker Impact)
- ▶ Switchyard Park
- ▶ Going Solar
- ▶ 17th St. Improvements
- ▶ Trades District



Thank you!

- ▶ Report Presented by Eric Reedy & Matthew Frische



**19-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT TO RESOLUTION 18-58 (COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT WITH LIFEDESIGNS, INC)**

WHEREAS, in Resolution 18-58, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the expenditure of Eleven Thousand Nine Hundred and Twenty Six Dollars (\$11,926) pursuant to a Community Development Block Grant (CDBG) Agreement for Physical Improvements (“Agreement”) with LIFEDESIGNS, Inc.; and

WHEREAS, pursuant to the Agreement, LIFEDESIGNS, Inc. was to invest in facility improvements at 1607 East Winslow Road (“Project”); and

WHEREAS, LIFEDESIGNS, Inc. now estimates that the cost of the Project will be Fifteen Thousand Dollars Six Hundred and Thirteen Dollars (\$15,613) and there are sufficient funds in the 2018 CDBG Physical Improvement funds to pay for this increase; and

WHEREAS, Staff has prepared an Amendment to the Agreement which increases the funding amount of the 2018 CDBG LIFEDESIGNS projects by Three Thousand Six Hundred and Eighty Seven Four Dollars (\$3,687) and a copy of the Amendment is attached to this Resolution as Exhibit A.

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

1. The RDC acknowledges the increase to the Project Cost will be paid out of the CDBG 2018 Physical Improvement funds. For the purpose of clarity, as a signatory to the Agreement, the RDC explicitly approves the Amendment to the Agreement.
2. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

EXHIBIT A

**FIRST AMENDMENT TO
PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
LIFEDESIGNS, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS FIRST AMENDMENT is hereby entered into this ____ day of _____, 2019, by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LIFEDesigns, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee and Subrecipient entered into an Agreement entitled “Physical Improvement Community Development Block Grant Agreement between LIFEDesigns Inc. and Housing and Neighborhood Development Department, City of Bloomington dated November 1, 2018 (the “Original Agreement”) under which Grantee agreed to provide to Subrecipient \$11,926.00 in 2018 CDBG funds to be used for the rehabilitation of 1607 E. Winslow Road, Bloomington, IN 47401 (the “Project”); and

WHEREAS, during the course of performance it has become necessary for the Subrecipient to incur additional unexpected expenses in order to fully complete the Project and is therefore requesting additional funds from Grantee in the amount of Three Thousand Six Hundred Eighty Seven and Zero/One-Hundredths (\$3,687.00) Dollars; and

WHEREAS, Grantee has sufficient unencumbered grant funds in its budget to provide Subrecipient with the requested Three Thousand Six Hundred Eighty Seven and Zero/One-Hundredths (\$3,687.00) Dollars of additional funding.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Section III of the Agreement shall be amended as follows:

Delete Section III in its entirety and replace it with the following:

III. Payment

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Fifteen Thousand Six Hundred and Thirteen Dollars (\$15,613.00) and shall be funded as follows:

- a. 2018 CDBG LIFEDesigns Allocation funds: \$11,926.00
- b. 2018 CDBG Unprogrammed Uncommitted funds: \$ 3,687.00

Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

II. REMAINDER OF AGREEMENT UNCHANGED

In all other respects, the rest and remainder of the Original Agreement shall remain unchanged and in full force and effect as originally executed.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

LIFEDESIGNS, INC:

By:

By:

Donald Griffin, President

Russell Bonanno, Chief Executive Officer

Mary Alice Rickert, Secretary

Tim Hightower, President of the Board
of Directors

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 6-7-19

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 6/7/19
FUND/ACCT: 250-15-389

RESOLUTION 19-54

**RESOLUTION OF THE CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION AMENDING RESOLUTION NO. 18-68 TO MAKE A
TECHNICAL CORRECTION**

WHEREAS, the City of Bloomington Redevelopment Commission (the "Commission") on October 15, 2018, adopted its Resolution No. 18-68 (the "Bond Resolution") which authorized the issuance of one or more series of tax increment revenue bonds of the District in an original aggregate principal amount not to exceed Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000), for the purpose of providing funds to be applied to all or any portion of the costs of acquisition, construction and equipping of two parking garages in, serving or benefitting the Bloomington Consolidated Economic Development Area, together with related costs and expenses; and

WHEREAS, it has been brought to the attention of the Commission that a technical correction needs to be made to the definition of "Tax Increment" in the Bond Resolution, and the Commission now desires to so amend the Bond Resolution.

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

SECTION 1. AMENDMENT. The definition of "Tax Increment" set forth in Section 1 of the Bond Resolution is hereby amended to read in its entirety as follows:

"Tax Increment" means all real property tax proceeds from assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in I.C. 36-7-14-39(b)(1), as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds, minus (2) the Prior Bond Increment.

SECTION 2. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and signing. As amended by this Resolution, the Bond Resolution shall remain in full force and effect.

Adopted at the meeting of the City of Bloomington Redevelopment Commission held on the ____ day of June, 2019.

CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION

Donald Griffin, President

ATTEST:

Secretary

**19-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**EXTENDING FUNDING APPROVAL FOR
2ND AND COLLEGE STREET 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 “spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area” including “improvements to traffic signals” at the intersection of 2nd Street and College Avenue (“Project”); and

WHEREAS, in Resolution 17-99, the RDC approved extending the funding expiration date to December 31, 2018; and

WHEREAS, construction has been completed for this Project, and the City recently received its final invoice from its construction inspection consultant; and

WHEREAS, it is therefore necessary to extend the funding expiration date for this Project through December 31, 2019, to allow the City to pay all outstanding invoices and closeout the project with the Indiana Department of Transportation; and

WHEREAS, the City has brought the RDC an Amended Form attached to this Resolution as Exhibit A;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC amends the funding approval it made in Resolution 17-99 to extend the approval to no later than December 31, 2019. Funding for the Project as detailed in Resolution 17-84, 17-99, and 18-05 remains otherwise unchanged.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, 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: 2nd Street and College Avenue Signal Improvements

Project Manager: Matt Smethurst

Project Description:

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

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

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

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

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

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

Project Timeline:

Start Date: January 4, 2016

End Date: **December 31, 2019**

Financial Information:

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

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	\$35,651.76	January 2016 – December 2017 ³
2	Right-of-Way Acquisition	\$0	N/A
3	Construction (including Construction Inspection)	\$384,995.20 ⁴	April 2017 – December 31, 2018
4	Change Orders 2 and 3 to E&B Paving Contract	\$2,033.62	Completed December 2017/January 2018

TIF District: Consolidated TIF (Seminary, Downtown)

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

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

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

- Resolution History:** 15-87 Initial Approval of Project
15-100 Design Contract
16-75 Construction Inspection
17-30 Construction
17-41 Amendment to Construction Price
17-84 Approval of Change Order
17-99 Extension of Funding Approval
18-05 Approval of Change Orders 2 and 3
19-55 Extension of Funding Approval

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF FUNDING FOR THE CONSTRUCTION OF WINSLOW/HENDERSON IMPROVEMENTS

- WHEREAS, pursuant to Indiana Code § 36-7-14, et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) the City of Bloomington Common Council created the Thomson/Walnut Winslow economic development area (“Thomson TIF”), which was later consolidated into the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for the purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to reimburse the City for expenditures made for local public improvements that are physically located or connected to the Consolidated TIF; and
- WHEREAS, in Resolution 16-06, the RDC approved a Project Review and Approval Form (“Form”) to support a project that would construct a new multiuse path on East Winslow Road between South Walnut Street and South Henderson Street, a new multiuse path on South Henderson Street between East Winslow Road and 2440 South Henderson Street, and intersection improvements at East Winslow Road and South Walnut Street Pike (“Project”); and
- WHEREAS, in Resolutions 17-98 and 19-25, the RDC approved reimbursement for right-of-way acquisitions; and
- WHEREAS, the City solicited bids for the construction of the Project and found that Conexco, Inc. (“Conexco”), was the best and most responsive bidder and proposed to complete the project for no more than \$528,439.00; and
- WHEREAS, the Bloomington Board of Public Works approved the contract with Conexco, a copy of which is attached to this Resolution as Exhibit A, at its meeting on June 11, 2019; and
- WHEREAS, the City now seeks approval for funding for the construction contract in an amount not to exceed Five Hundred Twenty-Eight Thousand Four Hundred Thirty-Nine Dollars (\$528,439.00); and
- WHEREAS, there are sufficient funds in the Consolidated TIF to reimburse the construction costs; and
- WHEREAS, an Amended Project Review and Approval Form (“Amended Form”) is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail in the Amended Form, because the Project will improve bicycle, pedestrian, and motor vehicle access and safety in a part of the

Consolidated TIF which is expected to continue to experience development, and that the Construction of the Project serves the public's best interests.

2. The RDC hereby approves payment of an amount not to exceed Five Hundred Twenty-Eight Thousand Four Hundred Thirty-Nine Dollars (\$528,439.00) from the Consolidated TIF (Fund 439-15-159001-53990) to fund the construction of the Project pursuant to the terms of the Agreement with Conexco, attached to this Resolution as Exhibit A. Staff is asked to attach a fully executed copy of the Agreement to this Resolution as Exhibit C.
3. The funding authorization contained in the paragraph shall terminate on December 31, 2020, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

CONEXCO, INC.

FOR

Winslow-Henderson Path and Intersection Improvements Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Conexco, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *the construction of new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.* (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02. All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03. 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 determined by reference Section 13.00 of the General Conditions for Each

Day of Overrun in Contract Time. 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.

2.04. 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. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account 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.

3.03. 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.

3.04. 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.

3.05. 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.

3.06. **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner 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, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is 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. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner 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 Owner 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 Owner, Owner 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 architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

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 CITY ENGINEER or his 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 cost 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.
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. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR’S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. 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. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. 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

Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess 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 CITY, 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 City of Bloomington, 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 work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

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 ENGINEER. The approval by the ENGINEER 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 ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer 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.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

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.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the 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	Conexco, Inc.
Attn: Matt Smethurst, Project Manager	Greg Lloyd, President
P.O. Box 100 Suite 130	3606 North State Rd. 59
Bloomington, Indiana 47402	Brazil, Indiana 47834

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 C, 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 D, 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

Conexco, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>Jackie Moore</i> DATE: <i>6.11.19</i>

ATTACHMENT 'A'

"SCOPE OF WORK"

Winslow-Henderson Path and Intersection Improvements Project

This project shall include, but is not limited to, the construction of new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF Clay)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
Conexco, Inc.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's 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. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	Trench Box	lump	1,500.00	1	1,500.00
B.					
C.					
D.					
				Total	\$ 1,500.00

Method of Compliance (Specify) Trench box to be utilized when trench
depth exceeds five feet (5') in depth.

Greg Lloyd
Signature

Date: June 10, 2019

Greg Lloyd
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Clay)

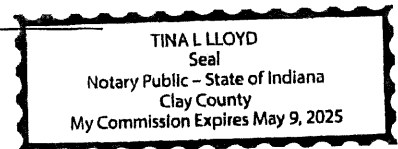
Before me, a Notary Public in and for said County and State, personally appeared
Greg Lloyd and acknowledged the execution of the foregoing this
10th day of June, 2019.

My Commission Expires: May 9, 2025

Tina Lloyd
Signature of Notary Public

County of Residence: Clay

Tina Lloyd
Printed Name of Notary Public



*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Clay)

E-Verify AFFIDAVIT

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

1. The undersigned is the Payroll Officer of Conexco, Inc.
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.

Tina Lloyd
Signature

Tina Lloyd
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Clay)

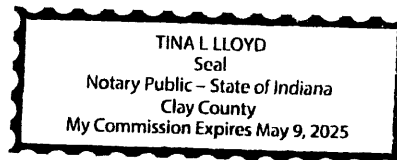
Before me, a Notary Public in and for said County and State, personally appeared Tina Lloyd and acknowledged the execution of the foregoing this 10th day of June, 2019.

Tina Lloyd
Notary Public's Signature

Tina Lloyd
Printed Name of Notary Public

My Commission Expires: May 9, 2025

County of Residence: Clay



Drug Testing Policy

It is the Policy of Conexco, Inc. that its employees should be free of substance abuse. Consequently, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees in the workplace is prohibited. The overall goal is to insure a drug-free workplace and to reduce accident, injuries and fatalities.

Applicants and current employees of Conexco, Inc. will be subject to random drug testing at least one (1) time each year. The five (5) drug panel tests the following: amphetamines, cocaine, opiates, PCP and THC. *As proposed in IC 4-13-18-6.*

Conexco, Inc. employees are subject to annual testing with at least two percent (2%) of the employees being randomly selected each month for testing. Employees who refuse to submit to testing will be subject to disciplinary action including possible termination of employment. *As proposed in IC 4-13-18-6.*

Conexco, Inc. employees who test positive for drugs on the first testing will be ineligible for work for a period of thirty (30) days; directed to agencies that provide programs of treatment or rehabilitation; and subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work. *As proposed in IC 4-13-18-6.*

Conexco, Inc. employees who test positive for drugs a second time will be ineligible for work for a period of ninety (90) days; directed to agencies that provide programs of treatment or rehabilitation; and subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work. *As proposed in IC 4-13-18-6.*

Conexco, Inc. employees who test positive for drugs a third time will be ineligible for work for a period of one (1) year; directed to agencies that provide programs of treatment or rehabilitation; and subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work. *As proposed in IC 4-13-18-6.*

Conexco, Inc. employees who have subsequent positive drug testing will be treated the same as a third time offense up to and including termination of employment. *As proposed in IC 4-13-18-6.*

I have reviewed and understand the Conexco, Inc. Drug Testing Policy.

Signature

Date

Drug Rehabilitation Resources

Local Centers for Drug Abuse and Rehabilitation

Hamilton Center, Inc.
620 8th Avenue
Terre Haute, IN 47804
(812) 231-8323

Hamilton Center, Inc.
1211 East National Avenue
Brazil, IN 47834
(812) 448-8801

Hamilton Center, Inc.
431 East Main Street
Bloomfield, IN 47424
(812) 384-9452

Hamilton Center, Inc.
239 Hillsdale Avenue
Greencastle, IN 46135
(765) 653-1024

Hamilton Center, Inc.
909 West Hillside Avenue
Spencer, IN 47460-0595
(812) 829-0037

Hamilton Center, Inc.
2134 Mary Sherman Drive
Sullivan, IN 47882-1114
(812) 268-6376

Harsha Behavioral Center
1980 East Woodsmall Drive
Terre Haute, IN 47802
(812) 298-8888



City of Bloomington
Planning and Transportation Department

Letting Date: June 10, 2019

Proposal Schedule of Items (Unit Prices)

Project Title : Winslow Rd. and Henderson St. Path Project

LINE	INDOT CODE	DESCRIPTION	Estimated Quantities	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1.00	LS	\$10,200.00	\$10,200.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$23,650.00	\$23,650.00
003	201-52370	CLEARING RIGHT OF WAY	1.00	LS	\$60,000.00	\$60,000.00
004	202-02278	CURB, CONCRETE, REMOVE	622.00	LFF		\$0.00
005	202-02279	CURB AND GUTTER, REMOVE	175.00	LFF		\$0.00
006	202-03875	CONCRETE STEPS, REMOVE	9.40	SYS		\$0.00
007	202-02272	PAVED SIDE DITCH, CONCRETE, REMOVE	11.50	SYS		\$0.00
008	202-52710	SIDEWALK, CONCRETE, REMOVE	856.00	SYS		\$0.00
009	203-02000	EXCAVATION, COMMON	826.00	CYD		\$0.00
0010	205-06933	TEMPORARY INLET PROTECTION	11.00	EA	\$240.00	\$2,640.00
0011	205-06937	TEMPORARY SILT FENCE	54.00	LFT	\$6.00	\$324.00
0012	207-08264	SUBGRADE TREATMENT, TYPE II	381.00	SYS	\$21.60	\$8,229.60
0013	207-08266	SUBGRADE TREATMENT, TYPE III	2364.00	SYS	\$9.60	\$22,694.40
0014	207-09935	SUBGRADE TREATMENT, TYPE IC	65.00	SYS	\$25.20	\$1,638.00
0015	211-09264	STRUCTURE BACKFILL, TYPE 1	120.00	CYD	\$42.00	\$5,040.00
0016	301-07448	COMPACTED AGGREGATE, NO. 53, BASE	595.00	TON	\$30.00	\$17,850.00
0017	304-07491	HMA PATCHING, TYPE C	30.00	TON	\$180.00	\$5,400.00
0018	406-05521	ASPHALT FOR TACK COAT	193.00	SYS	\$1.80	\$347.40
0019	601-02241	GUARDRAIL, REMOVE	75.00	LFF		\$0.00
0020	604-05528	HMA FOR SIDEWALK	311.00	TON	\$108.00	\$33,588.00
0021	604-06070	SIDEWALK, CONCRETE	266.00	SYS	\$51.60	\$13,725.60
0022	604-08086	CURB RAMP, CONCRETE	106.00	SYS	\$300.00	\$31,800.00
0023	604-44251	CONCRETE STEP	6.40	SYS	\$960.00	\$6,144.00
0024	604-95344	HANDRAIL, PEDESTRIAN	16.50	LFT	\$480.00	\$7,920.00
0025	604-95344	HANDRAIL, PEDESTRIAN AND BICYCLE	24.00	LFT	\$600.00	\$14,400.00
0026	605-06120	CURB, CONCRETE	737.00	LFT	\$30.00	\$22,110.00
0027	605-06125	CURB, CONCRETE, MODIFIED	98.00	LFT	\$32.40	\$3,175.20
0028	605-06140	COMBINED CURB & GUTTER, CONCRETE	603.00	LFT	\$32.40	\$19,537.20
0029	605-06215	CENTER CURB, D, CONCRETE	2.00	SYS	\$36.00	\$72.00
0030	610-07488	HMA FOR APPROACHES, TYPE C	29.00	TON	\$180.00	\$5,220.00
0031	610-09108	PCCP FOR APPROACHES, 9"	381.00	SYS	\$94.80	\$36,118.80
0032	616-02320	GEOTEXTILES	54.00	SYS	\$9.60	\$518.40
0033	616-06451	RIPRAP, UNIFORM	53.00	TON	\$36.00	\$1,908.00
0034	618-04181	BICYCLE RACK	1.00	EA	\$1,800.00	\$1,800.00
0035	621-02770	EROSION CONTROL BLANKET	254.00	SYS	\$4.80	\$1,219.20
0036	621-06575	NURSERY SOD	1841.00	SYS	\$18.00	\$33,138.00
0037	628-09401	FIELD OFFICE, A	6.00	MOS		\$0.00
0038	715-05149	PIPE, TYPE 2, CIRCULAR 12"	170.00	LFT	\$54.00	\$9,180.00
0039	715-05152	PIPE, TYPE 2, CIRCULAR 18"	106.00	LFT	\$57.60	\$6,105.60
0040	715-05152	PIPE, PVC, 4"	32.00	LFT	\$36.00	\$1,152.00
0041	715-05152	PIPE, PVC, 10"	5.00	LFT	\$90.00	\$450.00
0042	715-05422	PIPE, SLOTTED DRAIN, 12"	76.00	LFT	\$180.00	\$13,680.00
0043	715-05756	PIPE EXTENSION, CIRCULAR, 12"	5.00	LFT	\$120.00	\$600.00
0044	715-07251	PIPE EXTENSION, ELLIPTICAL, 2.75' X 4.25'	24.00	LFT	\$900.00	\$21,600.00
0045	715-46000	PIPE END SECTION, 12"	1.00	EA	\$900.00	\$900.00
0046	715-46010	PIPE END SECTION, 18"	1.00	EA	\$1,020.00	\$1,020.00

**RDC Resolution 19-56
Exhibit A**

Attachment "E"

0047	720-44000	CASTING, ADJUST TO GRADE	4.00	EA	\$900.00	\$3,600.00
0048	720-04790	CASTING, REMOVE AND REPLACE	1.00	EA	\$1,800.00	\$1,800.00
0049	720-45410	MANHOLE, C4	1.00	EA	\$3,600.00	\$3,600.00
0050	720-98174	INLET, TYPE B-15	2.00	EA	\$3,000.00	\$6,000.00
0051	720-98555	INLET, TYPE C-15	4.00	EA	\$3,000.00	\$12,000.00
0052	801-06775	MAINTAINING TRAFFIC	1.00	LS	\$22,794.00	\$22,794.00
0053	802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED BASE	66.00	LFT	\$48.00	\$3,168.00
0054	802-07060	SIGN, SHEET, RELOCATE	5.00	EA	\$300.00	\$1,500.00
0055	802-09838	SIGN, SHEET WITH LEGEND, 0.08" THICKNESS	7.50	LFT	\$60.00	\$450.00
0056	805-02150	PEDESTRIAN SIGNAL INDICATION, 18"	2.00	EA	\$1,200.00	\$2,400.00
0057	805-11817	PEDESTRIAN PUSH BUTTON AND SIGN, APS	2.00	EA	\$1,800.00	\$3,600.00
0058	805-78470	SIGNAL CABLE ROADWAY LOOP COPPER 1C/14GA	496.00	LFT	\$6.00	\$2,976.00
0059	805-78485	SIGNAL CABLE, 5C/14GA	548.00	LFT	\$7.20	\$3,945.60
0060	805-78785	SIGNAL DETECTOR HOUSING	1.00	EA	\$1,800.00	\$1,800.00
0061	805-78795	SAW CUT FOR ROADWAY LOOP AND SEALANT	162.00	LFT	\$24.00	\$3,888.00
0062	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24"	610.00	LFT	\$7.14	\$4,355.40
0063	808-06703	LINE, THERMOPLASTIC, WHITE, SOLID, 4"	441.00	LFT	\$1.02	\$449.82
0064	808-06716	LINE, REMOVE	2428.00	LFT	\$0.78	\$1,893.84
0065	808-75245	LINE, THERMOPLASTIC, YELLOW, SOLID, 4"	1944.00	LFT	\$1.02	\$1,982.88
0066	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24"	79.00	LFT	\$7.14	\$564.06
0067	808-75320	TRANSVERSE MARKINGS, THERMO, LANE INDICATION ARROW	4.00	EA	\$144.00	\$576.00
TOTAL PROJECT BID:						\$528,439.00

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: Winslow & Henderson Multiuse Path and Intersection Improvements

Project Manager: Neil Kopper

Project Description:

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

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

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

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

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

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

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

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

Project Timeline:

Start Date: March 2016

End Date: December 2020

Financial Information:

Estimated full cost of project:	\$858,500 \$836,939
Sources of funds:	
Consolidated TIF	\$858,500 \$836,939

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

Step	Description	Estimated Cost	Timeline
1	Preliminary Engineering	\$132,000.00	March 2016 – December 2020 ¹
2	Right of Way Acquisition	\$176,500.00	March 2017 to December 2019
3	Construction – Conexco, Inc.	\$528,439.00	March 2017 – December 2020

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

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 16-06 Approval of Original Project Review and Approval Form
16-18 Preliminary Engineering Contract Approval
17-17 Amendment of Project Review and Approval Form
17-98 Reimbursement of Right of Way Acquisition
19-25 Reimbursement of Right of Way Acquisition
19-56 Approval of Funding for Construction

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

19-57
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

TO AUTHORIZE AND EXECUTE AN ESTOPPEL CERTIFICATE REGARDING LEASED PROPERTY

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 "Downtown Economic Development Area"; and

WHEREAS, the RDC is the fee owner of real property-including the land on which the Bloomington Hilton Garden Inn ("Hotel") is located-located within the Downtown Economic Development Area, and is a party to a *Hotel Land Ground Lease* ("Ground Lease"), details of which are more particularly described in the attached documents collectively described as Exhibit A and incorporated herein; and

WHEREAS, the RDC previously approved an estoppel certificate for the Ground Lease in Resolution 14-41; and

WHEREAS, RLJ II - HG Bloomington Lessee, LLC ("Lessee"), by way of a previously executed assignment, is the current lessee of the Hotel and has a property interest in the Ground Lease; and,

WHEREAS, Lessee intends to transfer all of its right, title and interest in and to (i) the Ground Lease, (ii) all improvements constructed on the Hotel Property, and (iii) the Parking Agreement to BCORE Select Raven Bloomington LLC, a Delaware limited liability company (together with its successors and assigns, "New Lessee"); and

WHEREAS, New Lessee intend to sublease its interest in the Property and the Parking Agreement to its affiliate, BCORE Select Raven HGI Bloomington TRS LLC, a Delaware limited liability company ("Sublessee"); and

WHEREAS Lessee, New Lessee, and Sublessee have requested that the RDC complete the attached *Hotel Land Ground Lease and Agreement to Lease Parking Spaces Estoppel Certificate* ("Estoppel Certificate"), an unexecuted copy of which is attached and incorporated herein as Exhibit B; and,

WHEREAS, the RDC desires to approve and execute the Estoppel Certificate in order to allow Lessee to transfer its interest to New Lessee and Sublessee.

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

1. The Redevelopment Commission of the City of Bloomington, Indiana finds the attached *Hotel Land Ground Lease and Agreement to Lease Parking Spaces Estoppel Certificate* sufficient in form and content and desires to approve and hereby orders the execution of the same in order to allow RLJ II - HG Bloomington Lessee, LLC ("Lessee") the ability to transfer Lessee's leasehold interest as described herein.
2. The RDC authorized President Donald Griffin to execute the certificate on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

HOTEL LAND GROUND LEASE AND AGREEMENT TO LEASE PARKING SPACES
ESTOPPEL CERTIFICATE

THIS HOTEL LAND GROUND LEASE AND AGREEMENT TO LEASE PARKING SPACES ESTOPPEL CERTIFICATE (“Estoppel Certificate”) is made by The City of Bloomington, Indiana, Redevelopment Commission (“Redevelopment Commission”) and The City of Bloomington, Indiana (“City”; the Redevelopment Commission and the City are collectively referred to herein as “Ground Lessor”) for the benefit of BCORE Select Raven Bloomington LLC, a Delaware limited liability company (together with its successors and assigns, “New Lessee”), and is delivered and effective as of the ____ day of _____, 2019.

RECITALS

A. The Redevelopment Commission is the fee owner of the real property more particularly described on Exhibit A (“Hotel Property”) attached hereto and made a part hereof. The City is the fee owner of the real property more particularly described on Exhibit B (“Parking Garage Property”) attached hereto and incorporated herein by this reference.

B. The Redevelopment Commission has entered into a Hotel Land Ground Lease dated December 2, 2004 (“Ground Lease”) with Bloomhotel, LLC (“Original Lessee”), whereby the Redevelopment Commission leased the Hotel Property to Original Lessee.

C. The City entered into an Agreement to Lease Parking Spaces dated December 2, 2004 (“Parking Agreement”) with Original Lessee, whereby Original Lessee was granted a leasehold interest in the parking spaces within the Parking Garage Property listed on Exhibit C attached hereto and incorporated herein by this reference, together with the right in common with others to use the Common Areas (as defined in the Parking Agreement) (collectively, “Parking Space Property”). The Hotel Property and the Parking Space Property are collectively referred to herein as “Property”.

D. Ground Lessor and Original Lessee also entered into an Easement Agreement dated January 4, 2007, and recorded with the Recorder of Monroe County, Indiana, as Instrument No. 2007001515 (the “Easement Agreement”), with CFC, Inc. (“CFC”).

E. Pursuant to that Assignment and Assumption of Hotel Land Ground Lease and Agreement to Lease Parking Spaces (the “Ground Lease Assignment”) made as of January 8, 2009, Original Lessor assigned its rights in the Ground Lease and Parking Agreement to RLJ II – HG Bloomington, LLC, a Delaware limited liability company (“RLJ Lessee”).

F. RLJ Lessee intends to transfer all of its right, title and interest in and to (i) the Ground Lease, (ii) all improvements constructed on the Hotel Property, and (iii) the Parking Agreement to New Lessee.

G. New Lessee intends to sublease its interest in the Property and the Parking Agreement to its affiliate, BCORE Select Raven HGI Bloomington TRS LLC, a Delaware limited liability company (“Sublessee”).

H. Ground Lessor has agreed to execute and deliver this Estoppel Certificate on the date first set forth above, with the understanding that New Lessee may rely on the truth and accuracy of the representations and statements contained herein.

NOW, THEREFORE, Ground Lessor hereby certifies, acknowledges and confirms to New Lessee that the information set forth herein is true and correct:

1. The foregoing recitals are correct and complete and are incorporated herein by this reference.

2. A true, correct and complete copy of the Ground Lease is attached to this Estoppel Certificate as Exhibit D.

3. A true, correct and complete copy of the Parking Agreement is attached to this Estoppel Certificate as Exhibit E.

4. The Ground Lease and the Parking Agreement are in full force and effect and, except as listed on Exhibit F attached hereto, the Ground Lease and the Parking Agreement have not been amended, modified, supplemented, nor has Ground Lessor consented to an assignment or sublease of the Ground Lease or Parking Agreement except pursuant to the Ground Lease Assignment.

5. To the knowledge of Ground Lessor, there are no defaults by either the applicable Ground Lessor or RLJ Lessee under the Ground Lease or the Parking Agreement. No notice of default has been served under the Ground Lease or the Parking Agreement either by the applicable Ground Lessor or by RLJ Lessee, and Ground Lessor knows of no circumstances which with notice and/or the passage of time would constitute a default under either such agreement.

6. All installments of minimum rent and other charges required to be made by RLJ Lessee under the Ground Lease as of the date hereof have been paid in full through the date hereof. Commencing on December 2, 2004 and continuing through and including January 30, 2053, the total minimum rent payable under the Ground Lease is \$490.00, payable in ten (10) equal annual installments in the amount of \$49.00 each commencing on the twentieth (20th) anniversary of December 2, 2004, and then continuing on the same date for each of the succeeding nine (9) years.

7. All installments of rent and other charges required to be made by RLJ Lessee under the Parking Agreement have been paid in full through the date hereof. Commencing on January 1, 2006 and continuing through the remainder of the Term (as defined in the Parking Agreement), the monthly rent payable under the Parking Agreement is equal to: (a) the “City Ordinance Rate”, as (i) in effect from time to time; and (ii) generally applicable to first-come, first-served parking spaces available to the general public in municipal public parking garages located in Bloomington, Indiana; multiplied by (b) the number of Accepted Spaces (as defined in the Parking Agreement);

provided that, if the “City Ordinance Rate” differs based on hourly use, daily use, monthly use, or otherwise, then New Lessee shall be afforded the benefit of the lowest rate, adjusted by multiplying such lower rate by the appropriate unit of time, whether hourly, daily, or otherwise, as necessary to reflect the application of such rate to an entire month of usage.

8. Ground Lessor has not mortgaged or otherwise encumbered its fee simple interest in the Hotel Property or the Parking Garage Property.

9. The Ground Lease and the Parking Agreement contain no purchase option or right of first offer in favor of the applicable Ground Lessor.

10. The Redevelopment Commission consents to the transfer of RLJ Lessee’s interest in the Ground Lease to New Lessee and to New Lessee’s sublease of the Hotel Property to Sublessee and agrees to recognize New Lessee as the lessee under the Ground Lease. The City consents to the transfer of the RLJ Lessee’s interest in the Parking Agreement to New Lessee and to New Lessee’s sublease of the Parking Agreement to Sublessee and agrees to recognize New Lessee as the lessee under the Parking Agreement.

11. The Redevelopment Commission acknowledges that all obligations of the RLJ Lessee to the Redevelopment Commission in connection with the property being leased by RLJ Lessee under the Ground Lease are wholly embodied in the Ground Lease. The City acknowledges that all obligations of the RLJ Lessee to the City in connection with the property being leased by RLJ Lessee under the Parking Agreement are wholly embodied in the Parking Agreement.

12. Ground Lessor will give notice to New Lessee in accordance with the terms of the Ground Lease and the Parking Agreement at the following address:

c/o BREIT Operating Partnership L.P.
345 Park Avenue
New York, New York 10154
Attention: General Counsel
Telephone: (212) 583-5000
Email: realestatenotices@blackstone.com

With a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attn: Krista Miniutti
Telephone: (212) 455-7651
Email: kminiutti@stblaw.com

13. To the knowledge of Ground Lessor, (a) all of the construction obligations under the Easement Agreement have been completed, including construction of the courtyard described in the Easement Agreement; (b) there are no defaults by RLJ Lessee or CFC under the Easement Agreement; (c) no notice of default has been served under the Easement Agreement by Ground Lessor, RLJ Lessee, or CFC; and (d) Ground Lessor knows of no circumstances which with notice and/or the passage of time would constitute a default under the Easement Agreement.

{Signatures appears on the following page.}

IN WITNESS WHEREOF, Ground Lessor has executed and delivered this Estoppel Certificate as of the date first above written.

GROUND LESSOR:

**THE REDEVELOPMENT
COMMISSION OF THE CITY OF
BLOOMINGTON, INDIANA**

WITNESS:

By: _____
Name: _____
Title: _____

WITNESS:

THE CITY OF BLOOMINGTON, INDIANA

By: _____
Name: _____
Title: _____

EXHIBIT A

Hotel Property Description

EXHIBIT B

Parking Garage Property Description

EXHIBIT C

List of Parking Spaces

1. 335
2. 336
3. 337
4. 338
5. 339
6. 340
7. 341
8. 342
9. 343
10. 344
11. 345
12. 346
13. 347
14. 348
15. 349
16. 350
17. 359
18. 360
19. 361
20. 362
21. 363
22. 364
23. 365
24. 366
25. 367
26. 368
27. 369
28. 400
29. 401
30. 402
31. 403
32. 404
33. 405
34. 406
35. 407

EXHIBIT D

Ground Lease

EXHIBIT E

Parking Agreement

EXHIBIT F

Amendments or Modifications to the Ground Lease and Parking Agreement

19-58
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM
FOR THE 4th STREET GARAGE

WHEREAS, on October 15, 2018, the City of Bloomington (“City”) brought the Redevelopment Commission of the City of Bloomington (“RDC”) a Project Review and Approval Form (“Form”) in Resolution 18-67, which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and

WHEREAS, the RDC approved amended versions of the Form in Resolutions 18-76 and 18-81, which added particular sustainable design and features that were contemplated as part of the Project; and

WHEREAS, in Resolution 19-26, the RDC approved an amended project review and approval form in accordance with Bloomington Common Council’s approval of the bond;

WHEREAS, in Resolution 19-33, the RDC approved services from CSO Architects to provide demolition design services for the 4th Street Garage;

WHEREAS, the RDC released a request for proposals (RFP) to procure the services of a Construction Manager as Constructor (CMc) for the Project; and

WHEREAS, City Staff along with the Garage Design Committee evaluated responses to the RFP and identified F.A. Wilhelm Construction Co., Inc., (“Wilhelm”) as the best response; and

WHEREAS, Wilhelm’s proposed compensation for preconstruction services shall not exceed \$20,000, with the construction compensation to be 2.25% of the cost of the work, which will be memorialized in a future resolution setting Guaranteed Maximum Prices for the Project; and

WHEREAS, City staff has been engaged in negotiations with Wilhelm to finalize a contract, which will be presented to the RDC at an upcoming meeting; and

WHEREAS, the City has brought the RDC a new Project Review and Approval Form (“Form”), attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in more detail in the attached Form.
2. The RDC reaffirms that the Project has a valid public purpose, and approves the Project.

3. The expenditure of funds is not approved by this Resolution. Any previous approval of funding relating to this Project is unaffected by this Resolution. Additional funding that is necessitated by the Form will be approved separately.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
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: 4th Street Parking Garage

Project Manager(s): Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley, Adam Wason.

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage. The 4th Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

Project Timeline: **Start Date:** **Spring 2019**
 End Date: **December 2020**

Financial Information:

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract		
1a. Demolition Design	\$ 36,000	2019
2 Construction Manager Contract	\$ 2,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$ TBD	Summer 2019
3 Construction	\$ TBD	Fall 2019 - 2020
4 Public Art	\$ TBD	Fall 2019 - 2020
5 Contingency	\$ TBD	Fall 2019 - 2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-68 – Approval of Initial Resolution for Garage Bonds
 19-26 – Project Review and Approval Form
 19-33 – Addendum to CSO Architects Contract
 19-58 – Approval of Amendment Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____