

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**May 17, 2021 at 5:00 p.m.**

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.  
The public may access the meeting at the following link:  
Christina Finley is inviting you to a scheduled Zoom meeting.*

*<https://bloomington.zoom.us/j/91037982453?pwd=aFFOODQ2bjJhbDIwWmpzWDVHYkM0Zz09>  
Meeting ID: 910 3798 2453 - Passcode: 297533*

- I. ROLL CALL**
- II. READING OF THE MINUTES – May 3, 2021**
- III. EXAMINATION OF CLAIM REGISTER –May 14, 2021 for \$281,760.42**
- IV. EXAMINATION OF PAYROLL REGISTERS–May 7, 2021 for \$33,630.43**
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director's Report
  - B. Legal Report
  - C. Treasurer's Report
  - D. Business Development Updates
- VI. NEW BUSINESS :**
  - A. Resolution 21-23: Approval of Neighborhood Improvement Grant Distribution
  - B. Resolution 21-27: Amendment to the Community Development Block Grant Agreement with the Bloomington Housing Authority
  - C. Resolution 21-28: Approval of Funding for Construction of Cascades Park Trail Phase
  - D. Resolution 21-29: Addendum to Extend Purchase Agreement for 1730 S. Walnut Street with RealAmerica
  - E. Resolution 21-30: Approval of Payment to Add Insurance Coverage for the Trades District Parking 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on  
Monday, May 3, 2021, at 5:00 p.m. via ZOOM, with Nicholas Kappas, President Presiding  
<https://catstv.net/m.php?q=9644>***

**I. ROLL CALL**

Commissioners Present: Nicholas Kappas, David Walter, Deborah Myerson, Cindy Kinnarney (joined at the end of the meeting); Deb Hutton, Cathy Fuentes-Rohwer (MCCSC Representative) and April Hennessey (MCCSC Representative)

Commissioners Absent: None.

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Mary Morgan, Chamber of Commerce; Dave Askins, B Square Beacon; Alex Crowley; Director, Economic and Sustainable Development; BEDC

- II. READING OF THE MINUTES** – David Walter moved to approve the April 19, 2021, minutes. Deb Hutton seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for April 16, 2021, for \$93,586.81 and April 30, 2021, for \$289,177.76. Cindy Kinnarney seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for April 9, 2021, for \$30,721.31 and April 23, 2021, for \$34,542.12. Debra Myerson seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. John Zody reported continued work on affordable housing projects.
  - B.** Legal Report. Larry Allen stated we are going to postpone Resolution 21-23, which was the approval of Neighborhood Grant Distributions. Allen said he received a question from Dave Askins regarding the committee that recommends that grant approval. Allen said in answering that question, we discovered that one of the meetings was not properly noticed. In order to remedy the situation, the Neighborhood Grant Committee will have another meeting to go over the same information, which will be publicly noticed. The committee will be able to make their recommendations, and the resolution will come back to RDC for approval at the next meeting.
  - C.** Treasurer’s Report. Jeffrey Underwood was not present at the meeting. Larry Allen was available to answer questions.
  - D.** Business Development Updates: Alex Crowley as available to answer questions.
- VI. NEW BUSINESS**
- A.** Resolution 21-23: Approval of Neighborhood Improvement Grant Distribution. Resolution 21-23 was pulled from the agenda. This resolution was postponed as stated in the Legal Report.
  - B.** Resolution 21-24: Approval of Contract for Landscape Maintenance in the Trades District. Larry Allen stated this resolution is for landscape maintenance within the Trades District

and at its properties within the Consolidated TIF area. City staff have negotiated an agreement with Nature's Way for an amount not to exceed \$35,000.

Nick Kappas asked for public comment. There were no comments from the public.

David Walter made a motion to approve Resolution 21-24, via roll-call vote. Debra Myerson seconded the motion. The board unanimously approved.

- C. Resolution 21-25: Right of Entry to Mannered Mutts Training for Access to Trades District. Alex Crowley stated that Mannered Mutts would like to use the RDC owned vacant property which, is covered in grass and adjacent to the Trades District, once a month as part of its dog training. Mannered Mutts requires a grant of right of entry and release of liability to enter and perform the activities on the property.

Deb Hutton pointed out that Solution Tree needs to be changed to Mannered Mutts, in the 5<sup>th</sup> whereas of Resolution 21-25. Allen will make the correction in the resolution.

Nick Kappas asked for public comment. There were not comments from the public.

Deb Hutton made a motion to approve Resolution 21-25 as amended, via roll-call vote. David Walter seconded the motion. The board unanimously approved.

- D. Resolution 21-26: Determination of Excess Assessed Value in Allocation Areas. Larry Allen stated every year the RDC Commission is required to submit a notice to the Department of Local Government Finance and any taxing area that is either wholly or partially located in one of our allocation areas, and let them know if we have any excess valuation. Allen said there is no excess value from the consolidated allocation area or the North Kinser Road and Prow Road allocation area that may be allocated to respective taxing units for budget year 2021. The notice is due by June 15, 2021.

Nicholas Kappas asked for public comment. There were no comments from the public.

David Walter made a motion to approve Resolution 21-269, via roll-call vote. Debra Myerson seconded the motion. The board unanimously approved.

## **VII. BUSINESS/GENERAL DISCUSSION**

- VIII. ADJOURNMENT** – David Walter moved to adjourn. Deb Hutton seconded the motion. The board unanimously approved adjournment.

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Nicholas Kappas, President

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Cindy Kinnarney, Secretary

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Date

**21-23  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF NEIGHBORHOOD IMPROVEMENT GRANT DISTRIBUTION**

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Twenty-Seven Thousand Dollars (\$27,000.00), are under the control of the Redevelopment Commission and may be expended for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department, pursuant to Ind. Code § 36-7-14-11(4); and

WHEREAS, the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Council for Neighborhood Improvement Grants for allocation of funds to be received;

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

1. The Redevelopment Commission hereby approves the following seven (7) Neighborhood Improvement Grant Program Projects:

- **Bloomington Housing Authority Resident Council**

|                               |                         |
|-------------------------------|-------------------------|
| Funds requested from the City | \$5,639.15              |
| Neighborhood match amount     | <u>\$3,308.00</u> (59%) |
| Total Project Cost            | \$8,947.15              |

**Recommended funding** **\$5,019.16**

The Bloomington Housing Authority Residents' Council's requests funds to address sanitation issues within their three communities: Crestmont, Rev Butler, and Walnut Woods. They propose to place trash cans and cigarette butt disposal cans near all existing benches and pet waste stations in open areas (approximately one per acre in common green spaces).

Recommended funding will cover all requested expenses with one exception: a reduction in the number of trash cans from eight to five.

- **EverGreen Village Neighborhood**

|                               |                        |
|-------------------------------|------------------------|
| Funds requested from the City | \$1,906.00             |
| Neighborhood match amount     | <u>\$ 300.00</u> (16%) |
| Total Project Cost            | \$2,206.00             |

**Recommended funding** **\$1,107.60**

The EverGreen Village neighborhood requests funds for a neighborhood entrance sign and several smaller educational signs that would provide information about rain gardens and native plants.

Recommended funding will cover the cost of the neighborhood entrance sign, and a smaller than requested number of educational signs of the neighborhoods choosing.

- **Near West Side Neighborhood Association: \$2,743.00**

|                               |                          |
|-------------------------------|--------------------------|
| Funds requested from the City | \$2,743.00               |
| Neighborhood match amount     | <u>\$4,857.00</u> (177%) |
| Total Project Cost            | \$7,600.00               |

**Recommended funding** **\$2,743.00**

The Near West Side Neighborhood Association requests funds to paint murals on the five traffic calming circles within the neighborhood. The theme of the murals will celebrate the diverse history of the Near West Side.

Recommended for full funding.

- **Prospect Hill Neighborhood Association**

|                               |                         |
|-------------------------------|-------------------------|
| Funds requested from the City | \$11,177.00             |
| Neighborhood match amount     | <u>\$1,120.00</u> (10%) |
| Total Project Cost            | \$12,297.00             |

**Recommended funding** **\$4,410.00**

The Prospect Hill Neighborhood Association requests funds to place two benches and twelve way finding signs in the Rose Hill Cemetery. This is the continuation of a grant request that was partially funded in 2020.

Recommended funding will cover the cost of seven signs and zero benches.

- **St. James Woods Neighborhood Association**

|                               |                         |
|-------------------------------|-------------------------|
| Funds requested from the City | \$8,651.79              |
| Neighborhood match amount     | <u>\$3,300.00</u> (38%) |
| Total Project Cost            | \$11,951.79             |

**Recommended funding** **\$5,491.79**

The St. James Woods Neighborhood Association requested funds to revitalize the landscaping on a City-owned parcel at the entrance to their neighborhood, along E Moores Pike. This would include additional plantings, erosion control, inclusion of rock/boulders, stump removal, tree trimming, and mulch.

Recommended funding will cover the full cost of the work to be done. The recommended amount is less than the requested amount due to the elimination of landscape architect services and a survey, as staff determined these to be unnecessary.

- **Village of Ridgefield Homeowners Association**

|                               |                         |
|-------------------------------|-------------------------|
| Funds requested from the City | \$3,973.85              |
| Neighborhood match amount     | <u>\$1,346.00</u> (34%) |
| Total Project Cost            | \$5,319.85              |

**Recommended funding** **\$3,973.85**

The Village of Ridgefield Homeowners Association requested funds to place four ADA-compliant benches within their neighborhood.

Recommended for full funding.

- **Woodlands-Winding Brook Homeowners Association**

|                               |                         |
|-------------------------------|-------------------------|
| Funds requested from the City | \$5,662.10              |
| Neighborhood match amount     | <u>\$2,880.00</u> (51%) |
| Total Project Cost            | \$8,542.10              |
| <b>Recommended funding</b>    | <b>\$4,254.60</b>       |

The Woodlands-Winding Brook Homeowners Association requested funds to place new neighborhood signs on either side of their neighborhood entrance, and to plant trees along E Rogers Road. Their previous sign and stand of trees were both removed when the City constructed a new walking path in the area.

Recommended funding will cover the cost of neighborhood entrance signs. Funding for trees was eliminated, as these may be available through another City program.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Nicholas Kappas, President

ATTEST:

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Cindy Kinnarney, Secretary

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Date



**21-27**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**  
**WITH THE BLOOMINGTON HOUSING AUTHORITY**

- WHEREAS, the City of Bloomington established the Redevelopment Commission of the City of Bloomington (RDC), with the powers and authorities set forth in Indiana Code 36-7-14;
- WHEREAS, in accordance with federal guidelines for the Community Development Block Grant (CDBG), the RDC is required to authorize the award of CDBG agreements;
- WHEREAS, on September 25, 2020, in Resolution 20-55, the RDC approved a CDBG agreement with the Bloomington Housing Authority (“Agreement”) to construct accessible sidewalks and ramps at 1202-1212, 1216-1218 West 11<sup>th</sup> Street; 1209-1211 and 1213-1215 West 12<sup>th</sup> Street (the “Project”);
- WHEREAS, the Project was due to be completed by June 30, 2021 in accordance with the Funding Agreement;
- WHEREAS, complications have arisen as a result of errors in the architectural drawings which have necessitated an extension of the June 30, 2021, deadline to and including June 30, 2022; and
- WHEREAS, the parties to the Agreement mutually agree to extend the deadline for the completion of the project to June 30, 2022, via an amendment attached to this Resolution as Exhibit A;

NOW, THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, that the Amendment to the Agreement attached hereto as Exhibit A is approved.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Nick Kappas, President

ATTEST:

\_\_\_\_\_  
Cindy Kinnarney, Secretary

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

**FIRST AMENDMENT TO PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This *First Amendment to Physical Improvement Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and Bloomington Housing Authority Resident Council, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street, Bloomington, Indiana 47404 (“Subrecipient”) on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WHEREAS**, the Grantee and Subrecipient entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Bloomington Housing Authority Resident Council, Inc. and Housing and Neighborhood Development Department City of Bloomington* (“Agreement”) on or about September 25, 2020;

**WHEREAS**, Subrecipient was required under the Agreement to remove and replace specified sidewalks and ramps to increase accessibility for all persons on or before June 30, 2021;

**WHEREAS**, Complications have arisen as a result of errors on the architectural drawings which have necessitated an extension of the June 30, 2021, deadline in the Agreement;

**WHEREAS**, Grantee and Subrecipient mutually agree to extend the deadline in the Agreement to June 30, 2022; and

**WHEREAS**, an extension of the deadline in the Agreement is necessary and in the public interest.

**NOW, THEREFORE**, Grantee and Subrecipient agree to amend the Agreement, as follows:

- Article I. A. 2. e. shall be amended as follows:  
Delete “June 30, 2021” in its entirety and replace with “June 30, 2022”.

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

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

\_\_\_\_\_  
Nick Kappas, President  
Redevelopment Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cindy Kinnarney, Secretary  
Redevelopment Commission

\_\_\_\_\_  
Date

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John Zody, Director  
Housing and Neighborhood Development

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Date

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Amber Skoby, Executive Director  
Bloomington Housing Authority

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Date

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William Hosea, Chairman  
Bloomington Housing Authority  
Board of Commissioners

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Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
BLOOMINGTON HOUSING AUTHORITY  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of September, 2020 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Bloomington Housing Authority a municipal corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street, Bloomington, IN, 47404, (herein called the "Subrecipient"), WITNESSETH:

**WHEREAS**, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B20MC190013 to the Subrecipient; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

**I. SCOPE OF SERVICE**

**A. Activity**

The Subrecipient will be responsible for expending Program Year 2020 Community Development Block Grant (CDBG) funds to remove and replace sidewalks and ramps to make them accessible for all persons. The housing units assisted by this project are located at 1209-1211, 1213-1215 W. 12<sup>th</sup> and 1202, 1204, 1206, 1208, 1210-1212, 1216-1218 W. 11<sup>th</sup>

(the Properties). Project funds can be used to remove and replace appropriate sidewalks with ADA complaint sidewalks. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient will maintain project, beneficiary information and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until June 31, 2021 unless mutually agreed to by all parties.

**III. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Forty Four Thousand Four Hundred and Twenty Seven Dollars (\$144,427.00). 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.

**IV. NOTICES**

Communication and details concerning this contract shall be directed to the following contract representatives:

|  |  |
|--|--|
| <b>Grantee:</b><br><br>Matthew Swinney, Program Manager<br>Housing and Neighborhood Development<br>City of Bloomington<br>P.O. Box 100<br>Bloomington, IN 47402<br>Email: swinneym@bloomington.in.gov<br>Tel: (812) 349-3401 | <b>Subrecipient:</b><br><br>Amber Skoby, Executive Director<br>Bloomington Housing Authority<br>1007 N. Summit St<br>Bloomington, IN 47404<br>Contact Name: Rhonda Moore<br>Email: rmoore@blha.net<br>Tel: (812) 339-3491 ext. 135 |
|--|--|

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

**V. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Grantee acknowledges that the ownership of the Reverend ED Butler Community changed on May 13, 2020. The new owner is Bloomington RAD I, LP, an Indiana Limited Partnership. The Subrecipient will administer this CDBG contract for the project as it remains the ground lease holder, property manager and through its affiliate with Summit Hill Community Development Corporation, a general



convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

**H. Reversion of Assets.**

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

**VI. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are

**client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
- The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-



upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment and Affirmative Action**

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. Davis Bacon and Related Acts**

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.



that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient 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. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**F. Conduct**

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

**B. 24 CFR Part 570, Subpart K – Other Program Requirements**

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

**IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

**A. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Subrecipient. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

**B. System for Award Management (SAM)**

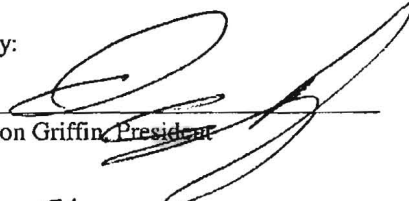
The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM

- A. Exhibit A: 2020 HUD Income Limits
- B. Exhibit B: 2020 Client Information and Income Form for CDBG Funds (if applicable)
- C. Exhibit C: 2020 Client Summary Profile Reporting Form (if applicable)
- D. Exhibit D: Drug-free Work Place Certification
- E. Exhibit E: Federal Construction Contract Provisions
- F. Exhibit F: CDBG Subrecipient Procurement Procedures
- G. Exhibit G: Employee Eligibility Status affidavit

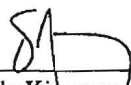
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

  
\_\_\_\_\_  
Don Griffin, President

By:

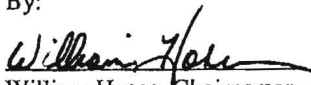
  
\_\_\_\_\_  
Cindy Kinnarney, Secretary

**BLOOMINGTON HOUSING AUTHORITY:**

By:

  
\_\_\_\_\_  
Amber Skoby, Executive Director

By:

  
\_\_\_\_\_  
William Hosea, Chairperson, Board of  
Directors

**21-28**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR CONSTRUCTION OF**  
**CASCADES PARK TRAIL PHASE 5**

- 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 North Kinser Pike and Prow Road Economic Development Area (“North Kinser Pike TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the North Kinser Pike TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the North Kinser Pike TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the North Kinser Pike TIF or that serve the North Kinser Pike TIF, and to reimburse the City for expenditures made by it for local public improvements that are physically located in the North Kinser Pike TIF or that are physically connected to the North Kinser Pike TIF; and
- WHEREAS, the RDC approved \$18,000.00 of funding for consultant for Phase 5 the Cascades Park Trail in Resolution 18-82; and
- WHEREAS, the design for the first portion of Phase 5 was completed in early 2021 and called for installation of ¼ of a mile of trail from the Sycamore Shelter to the waterfall parking lot, a new accessible boardwalk to the waterfall, and stabilization of 430 feet of streambank (the “Project”); and
- WHEREAS, the Project would be funded through a mix of TIF funding, Bicentennial Bonds, and 2016 Parks general obligation bonds; and
- WHEREAS, City staff solicited bids on the Project and found that Scenic Construction Services, Inc. (“Scenic Construction”) was the best and most responsive bidder;
- WHEREAS, Staff have negotiated an agreement with Scenic Construction to perform the construction of the Project (“Services”) for an amount not to exceed One Million Eighty Hundred Twenty-Nine Thousand One Hundred Eighteen Dollars (\$1,829,118.00), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the RDC has sufficient funds in the North Kinser Pike TIF to cover its portion of the funding, which shall not exceed Three Hundred Thousand Dollars (\$300,000.00); and
- WHEREAS, the City has brought the RDC a Project Review and Approval Form for Phase 5 of the Project, which is attached to this Resolution as Exhibit B.

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

1. The RDC finds that the Project is an appropriate use of the North Kinser Pike TIF, it serves the public's interest, and reaffirms its support of the Project, as set forth in the Project Review and Approval Form.
2. The RDC hereby approves of the Agreement and funding for construction of the Project of an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) from the North Kinser Pike TIF pursuant to the terms of the Agreement in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City's claims process.
3. The funding authorizations contained in this Resolution shall terminate on December 31, 2022, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Nicholas Kappas, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PARKS AND RECREATION DEPARTMENT

BOARD OF PARK COMMISSIONERS

AND

CONTRACTOR

FOR

CASCADES TRAIL PHASE 5 AND

STREAMBANK STABILIZATION IN LOWER CASCADES PARK

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter "CITY") and **Scenic Construction Services, Inc.**, (hereinafter "CONTRACTOR");

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within **300 (Three Hundred) calendar days** from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be 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.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon

between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **One Million, Eight Hundred Twenty Nine Thousand, One Hundred Eighteen Dollars and Zero Cents (\$1,829,118.00)**. 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 Parks and Recreation Department Operations Director 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 Scope of Work in accordance with the Contract.

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which CONTRACTOR requested Progressive Payments on its Bid Form, the CITY requires that retainage be held as set out below.

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

**4.02** **Retainage Amount** The escrow agent, CITY and CONTRACTOR shall enter into a written escrow agreement. Under that agreement, the CITY shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is 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 CITY and CONTRACTOR that the Contract work has been substantially completed to the reasonable satisfaction of the CITY, at which time the CITY shall pay to the CONTRACTOR the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the CONTRACTOR the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the



escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit CITY from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

**5.02.08** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify CONTRACTOR of any such termination and the reasons therefor in writing.

### **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. All plans as provided for the work that is to be completed.
7. The Specifications.
8. General Conditions
9. Special Conditions and Supplementary Conditions.
10. CONTRACTOR'S submittals.
11. The Performance Bond and the Payment Bond.
12. The Escrow Agreement.

13. 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)<br>Bodily Injury, personal injury, property damage,<br>contractual liability, products-completed operations,<br>General Aggregate Limit (other than Products/Completed<br>Operations) | \$1,000,000 per occurrence<br>and \$2,000,000 in the<br>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,<br>owned, hired and non-owned)  | \$1,000,000 each accident   |
| Bodily injury and property damage  |   |
| E. Umbrella Excess Liability   | \$5,000,000 each<br>occurrence and aggregate                      |
| The Deductible on the Umbrella Liability shall not<br>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** SUBSTITUTION: 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 may not be released until one (1) year after the CITY’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          | Scenic Construction Services, Inc. |
| Attn: Tim Street             | Attn: Tony Biasi, President        |
| 401 N. Morton St., Suite 250 | 1037 Hawthorn Bloom Drive          |
| Bloomington, Indiana 47404   | New Whiteland, IN 46184            |

**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.

[SIGNATURES APPEAR ON IMMEDIATELY FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands.

DATE: \_\_\_\_\_

City of Bloomington

Board of Park Commissioners

BY:

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

\_\_\_\_\_  
Paula McDevitt, Director, Parks and Recreation Dept.

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
John Hamilton, Mayor, City of Bloomington

BY:

\_\_\_\_\_  
Contractor Representative

Tony Biasi, President, Scenic Construction Services, Inc.

\_\_\_\_\_  
Printed Name

**ATTACHMENT "A"**  
**"SCOPE OF WORK"**

**CASCADES TRAIL PHASE 5 AND**  
**STREAMBANK STABILIZATION IN LOWER CASCADES PARK**

**DESCRIPTION OF BASE BID:**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project as described in the Base Bid, which is subsequently modified by the included Alternates which are denoted as (ACCEPTED):

- Approximately 1,271 feet of paved trail, 1,646 square yards of asphalt paving, 610 square yards of uncolored concrete sidewalks or path, and 127 square yards of textured colored concrete paving.
- Reconstruction of approximately 1,250' of streambank with large quarry mill blocks in a stepped or tiered configuration to provide permanent erosion protection.
- All earthwork associated with trail construction to include approximately 1,400' of linear grading for trail and ditch grading, including an allowance for up to 100 cubic yards for the removal and replacement of unsuitable subgrade soils found.
- All earthwork associated with streambank stabilization, including approximately 2,700 cubic yards of excavation which includes an allowance for up to 815 CYS of rock excavation, removal of old concrete and stone walls and footers, and removal of stumps in the Base Bid.
- Approximately 457' of elevated wooden boardwalk and a 450 square foot viewing deck for the waterfall area built to ADA requirements.
- Approximately 290' of 18" culvert pipes and structures including cast in place concrete outlets.
- Removal of one old composite concrete and metal bridge and replacement with a new prefabricated steel truss bridge measuring 40' long with a 12' clear deck width.
- Planting of 115 new trees of various species.
- Installation of lighting including Base Bid components of conduits, conductors, handholes and services points, and a Bid Alternate for poles, fixtures, and luminaires.
- Resetting and partial replacement of limestone table and bench sets at three locations.
- A Bid Alternate for Limestone gateway pedestals.
- Other miscellaneous work described within the plans and specifications including maintenance of traffic, erosion control, tree protection and permanent mulched seeding or sodding of all turf areas not otherwise occupied by quarry block or pavements.

Project is in the Lower Cascades Park starting in the vicinity of the Waterfall Shelter to the vicinity of the parking lot near the Sycamore Shelter.

**The above Scope of Work is hereby modified by Alternates which are hereby accepted. The Contract Price as presented in Article 3.02 includes the following Accepted Alternates.**



**ALTERNATE #4 – SIMPLIFIED STONE REQUIREMENTS AND EXTENDED TIME (ACCEPTED)**

The undersigned Bidder hereby proposes to provide the required stonework as shown in the Plans but with the following modifications or clarifications to the specifications and plans:

- To address stone block supply concerns which were expressed during the regular bidding process, the time allowed for the Contract is to be extended from 240 to 300 calendar days.
- The requirements for stone pieces from the quarry and stone fabricating process is that the pieces are to be “Sawn 6 sides”.
- There is to be no end-to-end angle cutting. Gaps will be the result of placing adjacent pieces to touch at one edge, with the naturally resulting gap at the other.
- The layout of stonework in the recreational section for picnicking areas is to include only 90-degree layouts. The angled stone layout shown is to be revised to a similarly-sized layout that uses only 90-degree turns in the stone tiers, eliminating angled stone cutting.
- Transverse blocks that are to be set alongside the sidewalk slopes are still full rectangular sections and the only variations are in their length and how deeply they are buried. They are to rectangular blocks set side by side on the slope to match the sidewalk ramp.
- Blocks (with only minor exceptions) are to rectangular with only 90-degree sawcuts. Custom cutting is to be limited to special cases at pipe outlets and for fitting up to the existing arch bridge where its foundation must first be excavated and the shape determined.
- No shop drawings are expected to be submitted. Pieces are to be field-fit.
- The concrete footer below Tier 1 is to be finished with gradual vertical grade changes, not angle points, resulting in an almost smooth top so that block pieces can be laid without a need for custom cuts or shaping.
- Shorter stone pieces are allowed. The Plans call for 6-9’ pieces but this is hereby revised to allow for three lower tiers to be 4’ min, and upper three tiers to be 3’ min (to whatever maximum the bidder wants to handle) to increase material availability and to reduce handling challenges.
- Clarification is offered that pipe ends can be shifted slightly to fall within stone block spacing rather than being forced to an exact location.

**ALTERNATE #5 – REDUCE TRAIL PAVEMENT SECTION (ACCEPTED)**

The undersigned Bidder hereby proposes to provide only 6” of Compacted Aggregate Base under the new asphalt trail pavement. This reduces the removal and replacement of existing subbase materials by 6” inches, and includes the omission of geogrid material otherwise required by the subgrade treatment in the Plans. Subgrade shall still be proofrolled. In the event of a failure, the Engineer will direct additional removal, replacement and the use of geogrid materials, as appropriate, which would be measured and paid in accordance with the established Supplemental Unit Prices previously submitted.

**ALTERNATE #6 – DEDUCT STREAMBANK STABILIZATION WORK IN THE “NARROW PROTECTION SECTIONS” (ACCEPTED)**

The undersigned Bidder hereby proposes to omit streambank work north of Station 18+82 “A” in the Plans, which is described therein as the “Narrow Protection Section”. The short section of transverse blocks to transition from the “Normal Section” to the existing stone wall is still to be provided to address the change in waterway section that will be required.

This deduct would include all wall demolition, removal and replacement with stone blocks from 18+82 “A” to the north limit at 22+30 “A”. Note that storm culverts in this section are still to be provided as they are needed to properly drain new paved trail. Pipe outlets would be modified to a simpler pipe outlet through a reinforced concrete cast in place anchor/headwall and overtopped with stone recovered from the hole made in the wall.

The deduction should include all anticipating savings for the maintenance of traffic, bypass pumping and other costs associated with work in the deducted area.

**ALTERNATE #7 – DEDUCT STREAMBANK STABILIZATION WORK IN THE “NORMAL PROTECTION SECTION”**

**(ACCEPTED)**

The undersigned Bidder hereby proposes to omit streambank work between Stations 14+70 and 18+82 "A" in the Plans, which is described therein as the "Normal Protection Section". This deletion would only be in conjunction with the acceptance of Alternate 6.

This deduct would include all wall demolition, removal and replacement with stone blocks in the noted section. Note that storm culverts in this section are still to be provided as they are needed to properly drain new paved trail. Pipe outlets would be modified to a simpler pipe outlet through a reinforced concrete cast in place anchor/headwall and overtopped with stone recovered from the hole made in the wall. The deduction should include all anticipating savings for the maintenance of traffic, bypass pumping and other costs associated with work in the deducted area. The second temporary construction entrance to the creek would not longer be required.

**NO OTHER ALTERNATES ARE INCLUDED IN THIS CONTRACT.**

**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 \_\_\_\_\_ )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this 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. |                       |                  |           |               |                 |
| B. |                       |                  |           |               |                 |
| C. |                       |                  |           |               |                 |
| D. |                       |                  |           |               |                 |
|    |                       |                  |           | <b>Total</b>  | <b>\$ _____</b> |

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*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 \_\_\_\_\_)

E-Verify AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

**ATTACHMENT 'D'  
COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:

COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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:** Cascades Trail – Phase 5

**Project Manager:** Tim Street, Parks Operation and Development Director

**Project Description:** Installation of approx. ¼ mile of paved trail with a new trail roundabout. Stabilization of 430 feet of streambank into limestone-secured tiers. Installation of 700+ foot accessible boardwalk to Cascades waterfall.

The project would construct a portion of Phase 5 of the Cascades Park Trail. The paved, 8' wide trail would be approximately 1/4 mile in length from the southern end of the Sycamore Shelter parking lot to a new roundabout and bridge at the Waterfall parking lot. From this roundabout, an accessible boardwalk would continue west up the valley to the waterfall approximately 700 feet, terminating in a viewing platform. This project will also complete stabilization on approximately 430 linear feet of eroded streambank, from the Waterfall Parking Lot to the main pedestrian bridge immediately southwest of the playground. Stabilization will include pulling back the bank to reduce the speed and erosive powers of the water and creating tiers from limestone blocks. The lowest tier will include an accessible sidewalk.

Preliminary design work began on this project in 2019 and wrapped up in early 2021. Bids were let in February and due at the end of March 2021. The bids received and were higher than the available budget and value engineering was completed by phasing parts of the project and focusing on the highest priorities.

Future portions of Phase 5 will extend the trail south through Lower Cascades Park to College Ave. and Miller-Showers Park. The exact method and route of this continuation has not yet been determined.

**Project Timeline:** Design and Bidding– 2019-2021  
Construction – July 2021 to early 2022 (tree planting completed by April).

**Financial Information:**

|                                 |                                       |
|---------------------------------|---------------------------------------|
| Estimated full cost of project: | \$1,829,118.00                        |
|                                 |                                       |
| Sources of funds:               | North Kinser/Prow Rd. TIF - \$300,000 |
|                                 | Bicentennial Bond - \$1,020,618       |
|                                 | GO Bond Series D - \$508,500          |

**Project Phases:** Cascades Trail Phase 5

| <u>Phase/Work to Be Performed</u> | <u>Cost</u>    | <u>Timeline (Revised)</u> |
|-----------------------------------|----------------|---------------------------|
| 1. Design                         | (RDC) \$18,000 | Completed (2019-21)       |
| 2. Construction                   | \$1,829,118.00 | July 2021-Apr 2022        |

**TIF District:** North Kinser/Prow Road TIF

Resolution History:   18-82: Design Consultant Funding  
                              21-28: Funding Approval for Construction Contract

*To Be Completed by Redevelopment Commission Staff:*

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

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



**21-29**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**ADDENDUM TO EXTEND PURCHASE AGREEMENT**  
**FOR 1730 S. WALNUT STREET WITH REAL AMERICA, LLC**

- WHEREAS, in Resolution 17-26, the Redevelopment Commission of the City of Bloomington (“RDC”) approved purchase of property within the City of Bloomington located at 1730 S. Walnut Street (“Property”); and
- WHEREAS, the purpose of the purchase as part of the redevelopment plan was to redevelop the Property as affordable housing in conjunction with the development of Switchyard Park (“Project”); and
- WHEREAS, the RDC approved a purchase agreement with Real America LLC for purchase of the Property (“Agreement”) in Resolution 20-27, which was executed by the parties on June 9, 2020; and
- WHEREAS, Real America has been awarded Low-Income Housing Tax Credits by the State of Indiana for completion of the Project; and
- WHEREAS, as conditions precedent to closing on the property, the Agreement called for all governmental approvals, including site plan design, and financing to be completed within one year of the execution date of the Agreement; and
- WHEREAS, the parties believe it is in the best interest of the Project to extend the conditions precedent to closing until September 10, 2021; and
- WHEREAS, the parties have negotiated an addendum to the Agreement with Real America, which is attached to this Resolution as Exhibit A; and

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

1. The RDC reaffirms its approval of the Project, and finds that this real estate conveyance has been conducted in conformity with Ind. Code § 36-7-14-22.
2. The RDC approves the Addendum to the Agreement attached to this Resolution as Exhibit A.
3. The RDC authorizes Nicholas Kappas to sign the agreement on its behalf and authorizes City staff to administer the requirements of the agreement up to and through closing.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Nicholas Kappas, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date

**AMENDMENT TO REAL ESTATE CONVEYANCE AGREEMENT**

This Amendment is attached to and made a part of the Real Estate Conveyance Agreement between the Bloomington Redevelopment Commission (“RDC”) and RealAmerica Development, LLC (“Purchaser”), for property located at 1730 S. Walnut Street, in Bloomington, Indiana (“Real Estate”), dated June 9, 2020, (“Agreement”).

**Section 3. Conditions Precedent to Closing.** It is mutually agreed to amend Section 3 Conditions Precedent to Closing of the Agreement. The parties believe it is in the best interest to modify and extend the following dates included in Section 3:

- **D. Government and Land Use Approvals.** Purchaser shall obtain any and all necessary government approvals pursuant to the terms of the agreement no later than September 10, 2021.
- **E. Financing.** Purchaser shall have until September 10, 2021, to secure financing for the affordable housing project and to obtain approval from the Bloomington Redevelopment Commission for the placement of any necessary liens on the Property that may be required by such financing.

In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year last written below:

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

**REALAMERICA DEVELOPMENT, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Nicholas Kappas, President  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**REAL ESTATE CONVEYANCE AGREEMENT**

This Real Estate Conveyance Agreement (“Agreement”) is entered into this 9th day of June, 2020, by and between the City of Bloomington Redevelopment Commission (“RDC”) and RealAmerica Development, LLC (“Purchaser”).

**RECITALS**

- A. The RDC owns real property (hereinafter referred to as “Real Estate”) located at 1730 S. Walnut Street, Bloomington, in Monroe County, Indiana, which is more particularly described as follows:
- Parcel Numbers: 53-08-09-208-002.000-009  
53-08-09-208-003.000-009  
Legal Descriptions: 015-50425-00 AUTO PARK LOT A (.60A)  
015-50415-01 AUTO PARK LOT B; (.92A)
- B. Purchaser recognizes that the Real Estate is to be used for affordable housing and will represent a significant design feature of the entrance to the new Switchyard Park along South Walnut Street.
- C. Pursuant to Indiana Code Section 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

**TERMS AND CONDITIONS**

- Agreement to Convey**: The RDC agrees to convey the Real Estate to Purchaser for One Dollar (\$1.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing by certified check, cashier's check, or by wire transfer.
- Closing**: The purchase and sale of the Real Estate shall be closed within one hundred and fifty (150) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”
- Conditions Precedent to Closing**: Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (1) current real estate taxes not delinquent; and
- (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser. (collectively, "Permitted Exceptions").

As evidence of such title, RDC shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **twenty-one (21)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by First American Title Insurance Company (the "Title Company"), together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. RDC shall cause the final owner's policy of title insurance to be delivered to Purchaser within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

B. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the Redevelopment Commission on or before June 1, 2020. If such approval is not received by Purchaser on or before such date then either party may terminate this Agreement.

C. **Condition of Real Estate and Assessments.** The RDC shall within thirty (30) days after the Effective Date send any appraisals, environmental reports or studies in its possession to Purchaser. Purchaser shall have ninety (90) days to inspect the property and obtain any environmental site assessment it deems necessary. Except for any RDC representations and warranties expressly made hereunder or in the deed or other conveyance documents executed by RDC at Closing, Purchaser shall release the City of Bloomington (the "City"), the RDC, and the City and RDC's directors, officers, employees, and agents from any and all liability relating to any physical defect or deficiency affecting the Real Estate, which shall survive Closing. Outside of this due diligence period, Purchaser shall accept the Real Estate "AS IS" and the City and RDC make no warranties of any kind in respect to the physical condition of the Real Estate, except for any RDC representations and warranties expressly made hereunder or in the deed or other conveyance documents executed by RDC at Closing.

D. **Government and Land Use Approvals** Purchaser at its expense, and within **one (1)** year after the Effective Date, shall have secured land use approvals and any other government approvals for its intended use and development, including but limited to,

parking, signage, and design. Purchaser shall have the RDC approval to seek and obtain any necessary approval prior to the Closing Date. If such approvals are not received by Purchaser on or before the **one (1) year** expires, then Purchaser or Seller may terminate this Agreement.

- E. **Financing.** Purchaser shall have **one (1) year** after the Effective Date to secure financing, including tax credits on the affordable housing project, in an amount and terms acceptable to Purchaser and, in addition, to obtain approval from the RDC for the placement of any necessary liens on the Property that may be required by such financing. If such a commitment and RDC approval are not received by Purchaser on or before the **one (1) year** expires, then either the Seller or Purchaser may terminate this Agreement.
4. **Use of Real Estate:** The RDC's conveyance is subject to the following restrictions:
- A. Purchaser agrees to begin construction of its proposed affordable housing development within **thirty (30) days from the Closing Date.**
- B. For a **ninety-nine (99) year period** after the Real Estate is conveyed, unless the Parties otherwise agree in writing, the Real Estate shall be required to be used solely to provide affordable and workforce housing as represented in Purchaser's offer. The Purchaser shall execute and record in the Monroe County Recorder's Office a recordable commitment agreeing to maintain the affordable housing in accordance with the rules developed through the City of Bloomington's Housing and Neighborhood Development Department.
5. **Warranty Deed and Other Documents:** The RDC agrees to deliver a general warranty deed to the Purchaser at Closing. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
6. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and Purchaser.
7. **Closing Adjustments and Prorations:**
- A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.
- B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
- C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be cancelled as of the Closing Date.
- D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.
8. **Covenants and Assurances:**

- A. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
- B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
- C. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;
- D. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
- E. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
- F. This Agreement shall be construed according to the laws of the State of Indiana.

9. **Default:** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Purchaser and such breach or default shall not have been cured by Purchaser within thirty (30) days (or such additional time as may be reasonably necessary to cure any non-payment default) after delivery by RDC of written Notice thereof to Purchaser, then RDC shall be entitled to recover Twenty-Five Thousand Dollars (\$25,000.00) as full liquidated damages, which shall be RDC's sole remedy at law and in equity and shall, in addition, also be entitled to recover attorneys' fees incurred in connection with any action to recover the liquidated damages or to enforce this Agreement.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by RDC, or if any representation or warranty made herein by RDC is untrue or breached as of the Closing Date, then Purchaser may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 4 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

10. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser: RealAmerica Development, LLC  
Attention: Ronda Weybright  
8250 Dean Road  
Indianapolis, Indiana 46240

If to RDC: The Redevelopment Commission of Bloomington, Indiana  
Attn.: Larry Allen  
City of Bloomington Legal Department  
401 N. Morton Street, Suite. 220  
Bloomington, Indiana 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

11. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the Purchasers to an LLC created by the Purchasers as a successor in interest after funding for the affordable housing project is secured.
12. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed.
13. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
14. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
16. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
17. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right



hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

18. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

REALAMERICA DEVELOPMENT, LLC

By:   
Donald Griffin, President

By: \_\_\_\_\_  
Ronda Weybright, President

Date: 6-9-2020

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

CITY OF BLOOMINGTON DEPARTMENT OF  
HOUSING AND NEIGHBORHOOD DEVELOPMENT

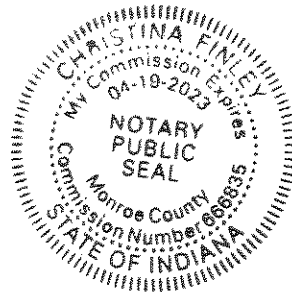
By:   
Doris Sims, Director

Date: 6/9/2020

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_  
Larry D. Allen  
Attorney No. 30505-53



STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Doris Sims, Director of the City of Bloomington's Department of Housing and Neighborhood Development, and executed the foregoing Real Estate Conveyance Agreement this 9 day of June, 2020.

Christina Finley  
Notary Public's Signature

Christina Finley  
Printed Name of Notary Public

My Commission Expires: 4-19-23

County of Residence: Monroe

Commission Number: 666835

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for the State of Indiana, personally appeared, Donald Griffin, President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate Conveyance Agreement this 9 day of June, 2020.

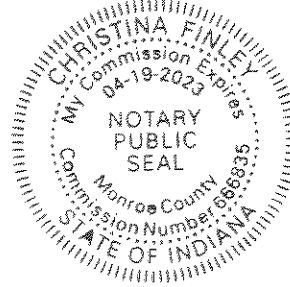
Christina Finley  
Notary Public's Signature

Christina Finley  
Printed Name of Notary Public

My Commission Expires: 4-19-23

County of Residence: Monroe

Commission Number: 666835



STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Ronda Weybright, on behalf of RealAmerica Development, LLC and executed the foregoing Real Estate Conveyance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_



**21-30**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PAYMENT TO ADD INSURANCE**  
**COVERAGE FOR THE TRADES DISTRICT PARKING GARAGE**

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new Trades District Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, the Project has reached final completion and is nearing completion of all punch list items; and
- WHEREAS, it is necessary to add the Trades District Garage to the City’s list of its insured properties with our insurer Hylant; and
- WHEREAS, the cost of the change endorsement to add the garage is Ten Thousand Eight Hundred and Sixty Dollars (\$10,860.00), as shown by the invoice attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the RDC’s general services fund, also known as the 444-account, to pay for the fee to add the garage to the City’s insurance coverage; and

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 the Amended Form, and reiterates that it serves the public’s best interest.
2. The RDC reaffirms that the Project has a valid public purpose.
3. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Ten Thousand Eight Hundred and Sixty Dollars (\$10,860.00) to add insurance coverage for the new Trades Parking Garage, pursuant to the terms of the City’s policy.
4. The Payment authorized above may be made from the RDC’s general services fund (Account 444-15-150000-53990). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2021.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Nicholas Kappas, President

ATTEST:

---

Cindy Kinnarney, Secretary

---

Date



hylant.com

Hylant - Indianapolis/Bloomington  
100 South College Ave, Ste 230  
Bloomington, 47404 IN  
P-(812) 332-4484  
F-(812) 333-3068

RDC Resolution 21-30

|                              |                       |                  |
|------------------------------|-----------------------|------------------|
| <b>Invoice #</b>             | <b>292280</b>         | <b>EXHIBIT A</b> |
| <b>Date</b>                  | <b>Balance Due On</b> |                  |
| 5/6/2021                     | 5/21/2021             |                  |
| <b>Insured</b>               |                       |                  |
| City of Bloomington, Indiana |                       |                  |
| <b>Account Number</b>        | <b>Amount Due</b>     |                  |
| BLOOMIN-02                   | <b>\$10,860.00</b>    |                  |

City of Bloomington, Indiana  
Attn: Gary Conner  
PO Box 100  
Bloomington, IN 47402

**Please Return Top Portion of Invoice with Payment**

| Item #                        | Trans Eff Date | Due Date  | Trans                             | Description                                   | Amount                            |
|-------------------------------|----------------|-----------|-----------------------------------|---|-----------------------------------|
| <b>Package - Commercial</b>   |                |           | <b>Policy # 1078044</b>           |   | <b>Effective: 1/1/21 - 1/1/22</b> |
| <b>Issuing Company</b>        |                |           | <b>Affiliated FM Insurance Co</b> |   |                                   |
| 2436133                       | 4/21/2021      | 5/21/2021 | ENDT                              | Add 489 W. 10th Street Trades District Garage | 10,860.00                         |
| <b>Total Invoice Balance:</b> |                |           |                                   |   | <b>\$10,860.00</b>                |

**PAYMENT INSTRUCTIONS**

**CHECK by MAIL**

**Payable to:**

Hylant  
PO Box 638720  
Cincinnati, OH 45263-8720

**CHECK by COURIER**

**Payable to:**

Hylant  
811 Madison Ave.  
Toledo, OH 43604

**PAY ONLINE** <https://seppay.com/s/hyl/inv?c=BLOOMIN-02&i=292280>



Hylant - Indianapolis/Bloomington

100 South College Ave, Ste 230 Bloomington IN 47404



## General Change Endorsement

This endorsement is attached to and forms part of the following designated policy:

**Account Number: 17450**  
**Policy Number: 1078044**

**Endorsement Number: 001**  
**Effective Date of Change: 21 April 2021**

**Insured: City of Bloomington, Indiana**

All terms and conditions remain unchanged except:

The following changes are made to the designated policy:

The following **location(s)** are added to INSURANCE PROVIDED, Location Schedule:

| Loc. No. | Title                  | Address  |
|----------|------------------------|--|
| 077      | Trades District Garage | 489 West 10th Street, Bloomington, Indiana, 47404, USA |



By:

**Karen Pietras**

Office:

**Chicago Operations**

Date:

**4 May 2021**

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:** Trades District Garage

**Project Manager(s):** Josh Scism, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley; Sean Starowitz

**Project Description:**

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the Trades District Garage.

The Trades District Garage includes up to 300 parking spaces. The City and the RDC reiterates its commitment to building a garage within the Trades District includes the following sustainability features:

- A structure that allows at least two (2) of the floors to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design (conduit provided throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Preference for locating the garage on city-owned property;
- Solar panels that will cover the electric needs of the facility;
- Bicycle parking for a minimum of thirty (30) bikes, ten (10) of which spots will be 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;
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate garage design;
- One (1) public restroom;
- A maintenance and caretaking plan for the life of the garage; and

