

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**October 3, 2016**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – August 23, 2016 Memorandum for Executive Session and September 19, 2016 minutes
- III. EXAMINATION OF CLAIMS** –September 23, 2016 for \$118,404.64
- IV. EXAMINATION OF PAYROLL REGISTERS** –September 16, for \$28,270.70
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. CTP Update Report
  - E. 17<sup>th</sup> Street Sidewalk
- VI. NEW BUSINESS**
  - A. Resolution 16-58: Approval of Addendum to Contract with Aztec Engineering Group
  - B. Resolution 16-59: Approval of Amendment to Resolution 15-81 to Pay Invoice from TitlePlus
  - C. Resolution 16-60: Approval of Appraisals for South Walnut Street
- VII. BUSINESS/GENERAL DISCUSSION**
  - A. Disposition of Property at 714 N. Rogers Street
  - B. Public Speaking Guidelines
- VIII. ADJOURNMENT**

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

August 23, 2016

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana met on Tuesday, August 23, 2016 at 5:00 p.m. in the Kelly Room at City Hall, 401 North Morton Street, Bloomington, Indiana.

Commissioners Present: Don Griffin, Sue Sgambelluri, Katie Birge, Jennie Vaughan and David Walter

Commissioners Absent: Kelly Smith

Staff Present: Doris Sims, Director and Christina Finley, Housing Specialist

Others Present: Linda Williamson, Economic & Sustainable Development Director; Thomas Cameron, Assistant City Attorney; Anahit Behjou, Assistant City Attorney; Mick Renneisen, Deputy Mayor; Jeff Underwood, Controller;

The Commission discussed information in accordance with:

**Ind. Code § 5-14-1.5-6.1(b)(2)(D):** The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

No other matters were discussed.

The meeting adjourned at 5:40 p.m.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, September 19, 2016 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding***

**I. ROLL CALL**

Commissioners Present: Don Griffin, Katie Birge, Sue Sgambelluri, Jennie Vaughan, and Kelly Smith

Commissioners Absent: David Walter

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Alex Crowley, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Anahit Behjou, Assistant City Attorney; Dana Palazzo, BEDC; Andrew Cibo, Transportation & Traffic Engineer for Planning & Transportation

**II. READING OF THE MINUTES** – Katie Birge made a motion to approve the September 6, 2016 minutes. Jennie Vaughan seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – Jennie Vaughan made a motion to approve the claims register for September 9, 2016 for \$36,833.56. Katie Birge seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Jennie Vaughan made a motion to approve the payroll register for September 2, 2016 for \$28,393.21. Katie Birge seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A.** Director's Report. Doris Sims was available to answer questions.

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

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

**D.** CTP Update Report. Andrew Cibo, Planning and Transportation stated the Certified Tech Park Infrastructure Project is underway. Cibo reported having a kick-off meeting with Anderson + Bohlander. In the first team meeting the overall project was discussed. Meetings are currently being held every other week with the consultant. At this point, the team is gathering information to set the stage for design.

**E. 17<sup>th</sup> Street Sidewalk Project Update.** Andrew Cibo reported a water main burst during construction on the 17<sup>th</sup> Street Sidewalk project. The contractor had to stop working. There will be a meeting with the contractor/designer and CBU later in the week. The project is currently at a standstill while we figure out the best strategy moving forward. Cibo expects change orders will need to come to the commission.

**VI. NEW BUSINESS**

**A.** Resolution 16-57: Approval of Consulting Agreement with BEDC. Dana Palazzo was available to answer questions regarding the process moving forward.

David Walter was not available to attend today’s meeting. However, he did review Resolution 16-57 and sent Doris Sims and Thomas Cameron recommended changes to make it clear that the agreement was not with Kirkwood Design and the BEDC. The agreement is with the BEDC only and Kirkwood Design is not guaranteed to be the consultant hired to do the final design and oversee the project. A new funding agreement was sent to the commissioners prior to the meeting with the recommended changes. Walter also sent a list of local architectural firms that expressed interest in the project. Sims will forward the list to the BEDC.

Katie Birge asked about the process for the RFP. Jeff Underwood stated with professional services there is more freedom to choose. We can direct contract with a group, use a RFI process that is directed at certain firms, or use a RFP process that is directed at certain firms. Underwood stated it will probably be a RFI process.

Katie Birge asked for the electronic copy of the final report that was submitted at the last meeting from BEDC. Sims stated she will send a copy to the commissioners.

Katie Birge made a motion to approve Resolution 16-57. Sue Sgambelluri seconded the motion. Jennie Vaughan abstained, she is on the Board of Directors for the BEDC. The motion passes.

**VII. BUSINESS/GENERAL DISCUSSION**

Public Comment Procedures. Thomas Cameron stated one of the commissioners recently asked about public comment procedures and wanted to have a discussion during a public meeting. Sue Sgambelluri stated she had asked Cameron about public comment procedures following discussion regarding the Tech Park. Sgambelluri stated historically there hasn’t been a provision for public comment during a Redevelopment Commission meeting.

Kelly Smith believes the meeting is in public but not a public meeting, so comment is not required. Thomas Cameron stated a public meeting is a meeting held in public. Public comment is not legally required at a public meeting. There are occasional instances when the Redevelopment Commission has a public hearing. At a public hearing there must be an opportunity for the public to make comment. There was a brief discussion regarding possible procedures.

Doris Sims and Thomas Cameron will put together a draft for public comment procedures and bring it back to the Commission.

**VIII. ADJOURNMENT**

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

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

\_\_\_\_\_  
Date

**16-58**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDITIONAL FUNDING FOR ENGINEERING SERVICES FOR FIBER  
CONDUIT INSTALLATION ACROSS WHAT WILL BE I-69**

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

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

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

**WHEREAS**, on June 20, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to install fiber conduit in three bridges that cross what will be I-69: (1) the bridge at Vernal Pike, (2) the bridge at State Road 45 / 2nd Street, and (3) the bridge at State Road 48 / 3rd Street (the “Project”); and

**WHEREAS**, the Project will serve the Consolidated TIF; and

**WHEREAS**, the RDC approved the Form in Resolution 16-28; and

**WHEREAS**, Step 1 of the Project was identified as Engineering Services; and

**WHEREAS**, in resolution 16-30, the RDC approved funding a contract for Engineering Services with AZTEC Engineering Group (“AZTEC”), under which AZTEC would complete engineering drawings to install fiber conduit in the three bridges that cross what will be I-69; and

**WHEREAS**, in order to make the best decision regarding the installation of fiber conduit across I-69, the City wishes to have AZTEC also develop plans for installing fiber conduit near the bridges at State Road 45 / 2nd Street and State Road 48 / 3rd Street via directional boring; and

**WHEREAS**, Staff has negotiated an Addendum with AZTEC, which is attached to this Resolution as Exhibit A; and

**WHEREAS**, pursuant to the terms of Exhibit A, AZTEC is willing to provide the additional services on an hourly basis, for an amount not to exceed \$15,000; and

**WHEREAS**, Resolution 16-28 identified the Consolidated TIF as the source of funds for the Project; and

**WHEREAS**, the RDC has available funds in the Consolidated TIF to pay for the additional services; and

**WHEREAS**, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”), which updates both the cost and expected timeframe of the Project; and

**WHEREAS**, a copy of the Amended Form is attached to this Resolution as Exhibit B; and

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

1. The RDC reiterates that the Project is an appropriate use of the Consolidated TIF, because it will serve the Consolidated TIF by paving the way for expanded access to high speed, affordable internet, and that the Project serves the public’s best interests.
2. The RDC hereby approves the Amended Form attached to this Resolution as Exhibit B.
3. The RDC hereby approves payment of an amount not to exceed \$15,000.00 from the Consolidated TIF (Fund 439-15-159001-53990) for the Engineering Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2016, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

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

ATTEST:

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

\_\_\_\_\_  
Date



320 W. 8<sup>th</sup> St. / Ste. 100  
Bloomington, IN 47404  
PHONE: 812.717.2555  
FAX: 812.333.3941



**ADDENDUM #01  
TO  
CONTRACT FOR PROFESSIONAL SERVICES**

This Addendum #01 to Contract for Professional Services (hereinafter Addendum) is made and entered into on \_\_\_\_\_ by and between: City of Bloomington, Indiana Information and Technology Services Department, having a principal place of business located at 401 North Morton Street, Bloomington, Indiana 47404 (hereinafter "City"); and AZTEC Engineering Group, Inc., having a principal place of business located at 320 W. 8<sup>th</sup> Street, Ste. 100, Bloomington, Indiana 47404 (hereinafter "AZTEC"), WITNESSETH:

WHEREAS, in the Contract for Professional Services between the City and AZTEC dated June 20, 2016 ("Contract"), the City identified its desire to install conduit in three bridges that cross what will be I-69: (1) the bridge at Vernal Pike, (2) the bridge at State Road 45 / 2nd Street ("State Road 45"), and (3) the bridge at State Road 48 / 3rd Street ("3rd Street"); and

WHEREAS, the expenses of installing fiber conduit in the bridges at State Road 45 and 3rd Street are significant; and

WHEREAS, before moving forward with the cost of installing fiber conduit in the bridges at State Road 45 and 3rd Street, the City wishes to obtain engineering drawings and an engineering estimate for directional boring near the bridges at State Road 45 and 3rd Street so that the City may make the best decision regarding the installation of fiber conduit across I-69; and

WHEREAS, AZTEC is capable of providing the City with the required engineering drawings and engineering estimate, and desires to do so;

NOW, THEREFORE, the City and AZTEC agree as follows:

**1. Scope of Services**

AZTEC will provide professional engineering services to design fiber conduit crossings of what will be I-69 at or near both the State Route 45 and the 3rd Street interchanges with I-69.

AZTEC will provide the City with two (2) crossing options at each location for a total of four (4) options. Working with City staff to decide the best options, AZTEC will fully develop sets of plans for two (2) crossing options and engineering estimates of the costs for those sets of plans. AZTEC will provide the City with engineering drawings so that the City can apply for an INDOT ROW Permit ("Engineering Drawings"). The Engineered Drawings will be sufficient for the City to construct the fiber conduit and shall extend at least to the I-69 Section 5 project maintenance limits.

Any additional services will be provided under a separate written addendum.

**2. Term**

AZTEC will begin work upon receipt of the executed Addendum and shall continue performance without undue delay. AZTEC will complete the four options referred to in the scope within one week of the date of the executed addendum. AZTEC will provide Engineering Drawings within three (3) weeks of the City's decision regarding the crossing options.

**3. Compensation**

AZTEC's engineering services shall not exceed Fifteen Thousand Dollars (\$15,000.00) for the services described in Section 1 of the Addendum. AZTEC shall submit two invoices, one at 50% completion and the other at 100% completion. All other terms remain as specified in the original Contract.

CITY OF BLOOMINGTON, IN

AZTEC ENGINEERING GROUP, INC.

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

  
\_\_\_\_\_  
Adrian Reid, P.E., Associate Vice President

\_\_\_\_\_  
Date

Sept. 29, 2016  
\_\_\_\_\_  
Date

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

*To Be Completed by Requesting Party:***Project Name:** Fiber Conduit across I-69**Project Manager:** Rick Dietz**Project Description:**

Bloomington Digital Underground is a comprehensive program to install fiber-optic cable and conduit throughout the city. The goal of the BDU program is to build an advanced telecommunication infrastructure in the city rights-of-way, which will position Bloomington for economic growth driven by the Internet and electronic commerce.

The ongoing I-69 construction project will result in the construction or reconstruction of three bridges that cross what will be I-69: (1) the bridge at Vernal Pike; (2) the bridge at State Road 45 / 2nd Street; and (3) the bridge at State Road 48 / 3rd Street. Installing conduit in concert with the construction or reconstruction of these bridges will allow the BDU program to expand in a cost effective manner. The conduit will be terminated in hand-holes and/or manholes in the public rights-of-way, to allow easy access by the City or its representatives to this infrastructure in the future.

Two of the bridges, the bridge at State Road 45 / 2<sup>nd</sup> Street and the bridge at State Road 48 / 3<sup>rd</sup> Street are in the Consolidated TIF. The third bridge, at Vernal Pike, is not in the Consolidated TIF. However, TIF can be used to pay “expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.” This project, including the fiber conduit at the Vernal Pike Bridge will serve the Consolidated TIF by

paving the way for expanded access to high speed, affordable internet. Accordingly, the Project is a permissible use of Tax Increment.

**Project Timeline:**

Start Date: June 2016  
 End Date: October 2017

**Financial Information:**

Estimated full cost of project:	<b>\$230,000.00</b>
Sources of funds:	
Consolidated TIF	<b>\$230,000.00</b>

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

Step	Description	Estimated Cost	Timeline
1	Engineering Services	<b>\$37,500</b>	<b>November 2017</b>
2	Construction	\$192,500	October 2017

To Be Completed by Redevelopment Commission Staff:

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

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

**16-59**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDMENT TO RESOLUTION 15-81 TO PAY INVOICE**  
**FROM TITLEPLUS**

- WHEREAS, on November 2, 2015, the Redevelopment Commission of the City of Bloomington (“RDC”) approved its Resolution 15-81, which authorized the City to expend \$6,425 to obtain survey work from Bledsoe Riggert Cooper James, and \$2,100 to obtain title searches from TitlePlus;
- WHEREAS, Resolution 15-81 authorized these payments to be made out of the Redevelopment District Tax Increment Revenue Bonds of 2011 (the “Bond”); and
- WHEREAS, Resolution 15-81 provided that the funding authorizations expired on April 1, 2016, unless the authorizations were extended by the Redevelopment Commission prior to April 1, 2016; and
- WHEREAS, the payment to Bledsoe Riggert Cooper James was made prior to April 1, 2016; and
- WHEREAS, Resolution 15-81 was not extended prior to April 1, 2016, and, therefore, the funding authorizations are not currently active; and
- WHEREAS, on September 12, 2016, TitlePlus submitted its invoice for the title searches authorized by Resolution 15-81; and
- WHEREAS, a copy of TitlePlus’s invoice is attached to this Resolution as Exhibit A; and
- WHEREAS, there are available Bond funds to pay TitlePlus’s invoice; and

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

1. The RDC extends the funding authorization found in Resolution 15-81 until November 3, 2016, so that the invoice from TitlePlus in the amount of Two Thousand One Hundred Dollars (\$2,100.00) (“Invoice from TitlePlus”) may be paid from the Bond funds (Fund 975-15-150000-53990), and authorizes the City to pay the Invoice from TitlePlus.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

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Date

Remit Payment To:  
Monroe County Land Title Co., Inc. d/b/a TitlePlus

**INVOICE**

**Billed To:**  
Redevelopment Commission  
c/o City of Bloomington Attorney

**Invoice No.:**  
**Invoice Date:** September 12, 2016  
**Please Pay Before:** October 12, 2016  
**Our File Number:** 40938  
**Your Reference Number:** TRADES DISTRICT

**Property:**  
  
BLOOMINGTON, IN  
MONROE County

**Brief Legal:** CERTIFIED TECHNOLOGY  
PARK

DESCRIPTION	AMOUNT
14 Title Searches	2,100.00
<b>Invoice Total Amount Due</b>	<b>\$ 2,100.00</b>

Please return a copy of this statement with your remittance. Thank you.

By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

**16-60  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY ALONG SOUTH  
WALNUT STREET FOR THE PURPOSE OF POSSIBLE ACQUISITION**

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

WHEREAS, on June 16, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to design and construct Switchyard Park; and

WHEREAS, Switchyard Park is located in and physically connected to the Consolidated TIF; and

WHEREAS, the RDC approved the Form in Resolution 15-30; and

WHEREAS, Phase 2 of that Form was identified as “Proposed Property Acquisition”; and

WHEREAS, as part of Phase 2, the RDC previously purchased 1724 S. Walnut Street, Bloomington, Indiana; and

WHEREAS, in Resolution 16-54, the RDC approved exploring the acquisition of other property along South Walnut in the immediate vicinity of Switchyard Park; and

WHEREAS, in order for the RDC to purchase property, state law requires that the RDC obtain two independent appraisals of fair market value for the property; and

WHEREAS, pursuant to the City’s procurement process, Staff has identified Monroe/Owen Appraisal, Inc. (“Monroe Owen”) and First Appraisal Group, Inc. (“First Appraisal”) as the best providers of appraisal services for the South Walnut Properties; and

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

WHEREAS, pursuant to the terms of Exhibit A, Monroe Owen is willing to perform the appraisals for an amount not to exceed \$8,000; and

WHEREAS, Staff has negotiated an Agreement with First Appraisal, which is attached to this Resolution as Exhibit B; and

WHEREAS, pursuant to the terms of Exhibit B, First Appraisal is willing to perform the appraisals for an amount not to exceed \$12,000; and

WHEREAS, the RDC has available Bond funds to pay for the appraisals; and

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

1. The RDC hereby approves payment of an amount not to exceed \$8,000.00 from the Bond for the appraisals described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City or the RDC's claims process.
2. The RDC hereby approves payment of an amount not to exceed \$12,000 from the Bond for the appraisals described in Exhibit B, to be payable in accordance with the terms of Exhibit B. For the avoidance of doubt, the terms of Exhibit B do not remove the requirement to comply with the City or the RDC's claims process.
3. Donald Griffin is authorized to sign both the contract with Monroe Owen and the contract with First Appraisal on behalf of the RDC.
4. Unless extended by the Redevelopment Commission in a resolution prior to February 1, 2017, the funding authorization provided under this Resolution shall expire on February 1, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

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Date

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**  
**AND**  
**MONROE / OWEN APPRAISAL, INC.**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as “Commission”), and Monroe / Owen Appraisal, Inc. (hereinafter referred to as “Consultant”), WITNESSETH THAT:

WHEREAS, the Commission desires to have six properties within the Consolidated TIF appraised (described more particularly in Article 1 of this Agreement) in order to evaluate whether it wishes to make an offer to purchase one or more of those properties; and

WHEREAS, it is in the public interest that the appraisals be performed; and

WHEREAS, Consultant is qualified, experienced, and capable of providing the Commission with the appraisals, and desires to provide the Commission with the appraisals under the terms of this Agreement.

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

**Article 1. Scope of Services:**

Consultant shall conduct separate, restricted appraisals, pursuant to the Uniform Standards of Professional Appraisal Practice (“USPAP”) for the following properties (collectively, “the Properties”):

- 1730 South Walnut (53-08-09-208-003.000-009 and 53-08-09-208-002.000-009)
- 1800 South Walnut (53-08-09-208-004.000-009)
- 1820 South Walnut (53-08-09-200-018.000-009)
- 1820 ½ South Walnut (53-08-09-200-028.000-009)
- 1836 South Walnut (53-08-09-200-015.000-009)
- 1840 South Walnut Street (53-08-09-200-040.000-009)

A map of the Properties is attached to this Agreement as Exhibit A.

Consultant shall complete all work required under this Agreement on or before December 3, 2016, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as the Commission's Project Manager for this aspect of the project. Consultant agrees that any information or documents, including digital GIS information, supplied by the Commission pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Commission shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Commission shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

**Article 3. Responsibilities of the Commission:** The Commission shall provide all necessary information regarding requirements for the Services. The Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Commission shall designate Alex Crowley to act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The Commission shall pay Consultant for all fees and expenses an amount not to exceed Eight Thousand Dollars (\$8,000.00).

Consultant shall submit an invoice to the commission upon the completion of the services described in Article 1. The invoice shall be sent to:

Alex Crowley  
Department of Economic & Sustainable Development  
City of Bloomington  
401 N. Morton Street  
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Commission shall not make payment for any unauthorized work or expenses.

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

**Article 6. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Commission may terminate or suspend performance of this Agreement at the Commission's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Commission and the Commission shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by the Consultant in connection with this Agreement shall become the property of the Commission, as set forth in Article 10 herein.

**Article 7. Identity of the Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Commission to perform the duties described in this Agreement is the qualification and experience of Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Commission. The Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 8. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Commission has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or

construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 9. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Commission or others on modifications or extensions of this project or on any other project. The Commission may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the Commission's sole risk and without liability or legal exposure to the Consultant. The Commission shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Commission and the Consultant.

**Article 10. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Commission as part of the Services shall become the property of the Commission. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 11. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Commission. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 12. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Commission, and the officers, agents and employees of the City and the Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

**Article 13. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.

- b. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$500,000 for each occurrence and \$500,000 in the aggregate.
- c. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana.

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

**Article 14. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 15. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 16. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 17. Assignment:** Neither the Commission nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Commission’s consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 18. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

**Article 19. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 20. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 21. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Commission of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 22. E-Verify.** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**Commission:**

Alex Crowley  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, IN 47402

**Consultant:**

Shawn M. Patterson  
Monroe / Owen Appraisal, Inc.  
707 W. 17th Street  
Bloomington, IN 47404

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

**Article 24. Intent to be Bound:** The Commission and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

**Article 26. Non-Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

**REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**MONROE / OWEN APPRAISAL, INC.**

\_\_\_\_\_  
Shawn Patterson, MAI  
Indiana Certified General Appraiser, CG#49600166

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

**EXHIBIT A**



**EXHIBIT B**

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 \_\_\_\_\_.  
(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: \_\_\_\_\_



**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**  
**AND**  
**FIRST APPRAISAL GROUP, INC.**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as “Commission”), and First Appraisal Group, Inc. (hereinafter referred to as “Consultant”), WITNESSETH THAT:

WHEREAS, the Commission desires to have six properties within the Consolidated TIF appraised (described more particularly in Article 1 of this Agreement) in order to evaluate whether it wishes to make an offer to purchase one or more of those properties; and

WHEREAS, it is in the public interest that the appraisals be performed; and

WHEREAS, Consultant is qualified, experienced, and capable of providing the Commission with the appraisals, and desires to provide the Commission with the appraisals under the terms of this Agreement.

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

**Article 1. Scope of Services:**

Consultant shall conduct separate, restricted appraisals, pursuant to the Uniform Standards of Professional Appraisal Practice (“USPAP”) for the following properties (collectively, “the Properties”):

- 1730 South Walnut (53-08-09-208-003.000-009 and 53-08-09-208-002.000-009)
- 1800 South Walnut (53-08-09-208-004.000-009)
- 1820 South Walnut (53-08-09-200-018.000-009)
- 1820 ½ South Walnut (53-08-09-200-028.000-009)
- 1836 South Walnut (53-08-09-200-015.000-009)
- 1840 South Walnut Street (53-08-09-200-040.000-009)

Consultant shall take into account only the exterior conditions, and shall rely upon public records for the subject characteristics of the properties. Consultant's opinion of the value of the properties will be developed competently and with independence, impartiality, and objectivity.

A map of the Properties is attached to this Agreement as Exhibit A.

Consultant shall complete all work required under this Agreement on or before November 4, 2016, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Alex Crowley as the Commission's Project Manager for this aspect of the project. Consultant agrees that any information or documents, including digital GIS information, supplied by the Commission pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

**Article 2. Standard of Care:** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Commission shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Commission shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

**Article 3. Responsibilities of the Commission:** The Commission shall provide all necessary information regarding requirements for the Services. The Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Commission shall designate Alex Crowley to act on its behalf with respect to this Agreement.

**Article 4. Compensation:** The Commission shall pay Consultant for all fees and expenses an amount not to exceed Twelve Thousand Dollars (\$12,000.00).

Consultant shall submit an invoice to the commission upon the completion of the services described in Article 1. The invoice shall be sent to:

Alex Crowley  
Department of Economic & Sustainable Development  
City of Bloomington  
401 N. Morton Street  
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Commission shall not make payment for any unauthorized work or expenses.

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

**Article 6. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Commission may terminate or suspend performance of this Agreement at the Commission's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Commission and the Commission shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by the Consultant in connection with this Agreement shall become the property of the Commission, as set forth in Article 10 herein.

**Article 7. Identity of the Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Commission to perform the duties described in this Agreement is the qualification and experience of Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Commission. The Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 8. Opinions of Probable Cost:** All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to

projects of this nature. It is recognized, however, that neither Consultant nor the Commission has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 9. Reuse of Instruments of Service:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Commission or others on modifications or extensions of this project or on any other project. The Commission may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the Commission's sole risk and without liability or legal exposure to the Consultant. The Commission shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Commission and the Consultant.

**Article 10. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Commission as part of the Services shall become the property of the Commission. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 11. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Commission. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 12. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Commission, and the officers, agents and employees of the City and the Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

**Article 13. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.
- b. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$500,000 for each occurrence and \$500,000 in the aggregate.
- c. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Commission, and the officers, employees and agents of each shall be named as insured under the Automobile and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

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

**Article 14. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 15. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 16. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 17. Assignment:** Neither the Commission nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 18. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

**Article 19. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 20. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

**Article 21. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Commission of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 22. E-Verify.** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall

notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

**Commission:**

Alex Crowley  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, IN 47402

**Consultant:**

Ashley Johnson-Wilcoxon  
First Appraisal Group, Inc.  
1569 South Piazza Drive  
Bloomington, IN 47401

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

**Article 24. Intent to be Bound:** The Commission and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

**Article 26. Non-Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

**REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**FIRST APPRAISAL GROUP, INC.**

\_\_\_\_\_  
Ashely Johnson-Wilcoxon, President

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

**EXHIBIT A**



**EXHIBIT B**

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 \_\_\_\_\_.  
(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: \_\_\_\_\_

**EXHIBIT C**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FIRST APPRAISAL GROUP, INC.

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

STATE OF \_\_\_\_\_ )  
 ) 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 on:  
\_\_\_\_\_

## Guidelines on Public Comment at Redevelopment Commission Meetings

### Background

Indiana Code § 36-7-14-8(a) provides that at the Redevelopment Commission's Organizational Meeting, it shall elect a President, Vice President, and Secretary. (The City Controller serves as the Redevelopment Commission's Treasurer.) The President is responsible for running Redevelopment Commission meetings.

Although public comment is not statutorily required at a regular meeting of the Redevelopment Commission, from time to time the Redevelopment Commission may find it useful to consider input from the public when making its deliberations.

The following Guidelines provide a baseline for administering public comment. The Guidelines may be altered on a case-by-case basis as appropriate.

### Guidelines

Any Redevelopment Commissioner may initiate a request for public comment on any item on the Redevelopment Commission's agenda. This request may be made in advance of a meeting (by emailing the Redevelopment Commission President and Housing and Neighborhood Development Director) or at the meeting. The request may be granted by the Redevelopment Commission President or a majority of the Commissioners. In the event of the Redevelopment Commission President's absence, both the acting Chair and a majority of the Commissioners shall have the power to grant the request for public comment.

If public comment is granted, unless other rules are imposed by the President or acting Chair, the following guidelines will then apply:

- The Redevelopment Commission President or acting Chair will ask how many members of the public wish to speak, and ask that groups of people with common interests and messages defer to one speaker on their behalf. When multiple speakers have expressed the desire to speak on a topic, the President may request additional comments on the topic be limited to those who have new information to present.
- If four or fewer members of the public wish to speak, each speaker will be given five minutes to speak, unless the President or acting Chair imposes other rules.
- If five or more members of the public wish to speak, twenty minutes will be divided among the number of speakers, unless the President or acting Chair imposes other rules.
- A member of City Staff shall keep time, and provide a one minute warning for each speaker. (Failure of Staff to provide a one minute warning will not extend the amount of time for any speaker.)
- Speakers shall be given the opportunity to make comment to the Redevelopment Commission. This is an opportunity for the speaker to provide comment to the Redevelopment Commission, not to engage in a back and forth with the Commission or Staff. The Redevelopment Commission welcomes all viewpoints, but asks that speakers behave in a civil and courteous manner. Comments should not include vulgar, hostile, threatening, or disruptive comments.
- The Redevelopment Commission President or acting Chair may halt or suspend public comment due to non-compliance with these guidelines.