

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room

July 24, 2017

5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –July 10, 2017
- III. EXAMINATION OF CLAIMS** –July 14, 2017 for \$2,092,831.54
- IV. EXAMINATION OF PAYROLL REGISTERS**–July 7, 2017 for \$29,699.96
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** CTP Update Report
- VI. NEW BUSINESS**
 - A.** Resolution 17-51: Approval of Funding for Appraisals of Property within The Trades District.
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on
Monday, July 10, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401
North Morton Street, with Don Griffin, Jr. presiding***

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Sue Sgambelluri, Mary Alice Rickert, and Kelly Smith

Commissioners Absent: Jennie Vaughan

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

Other(s) Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development; Ernest Rollins, Herald-Times; Lynn Coyne, Bloomington Economic Development Corporation (BEDC); Anne McCombe, BEDC; Jeff Underwood, City Controller

II. READING OF THE MINUTES – Sue Sgambelluri made a motion to approve the June 19, 2017 minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter made a motion to approve the claims register for June 16, 2017 for \$104,317.32 and June 30, 2017 for \$267,717.00. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve the June 9, 2017 payroll register for \$29,539.96 and June 23, 2017 for \$29,539.98. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported that HAND is sponsoring a community talk by Charles Marohn on August 3, 2017, at the Buskirk Chumley. Mr. Marohn writes the newsletter for Strong Towns. There will be a book signing at 6:00 p.m and the community talk will begin at 7:00 p.m.

Sims informed the commission that Bethany Eminheiser, Program Manager of Historic Preservation, has resigned. Her last day will be August 4, 2017.

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

C. Treasurer's Report. Jeff Underwood reported officially closing on refunding the bonds. Refunding the bonds will result in gross savings of more than \$2 million.

D. CTP Update Report. The CTP update was covered under Resolution 17-50.

VI. NEW BUSINESS

A. Resolution 17-49: Approving Funding for Conduit Installation at the Animal Shelter. Jeff Underwood stated fiber conduit needs to be moved do to the construction caused by the reconstruction and addition project at the Animal Shelter.

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

David Walter made a motion to approve Resolution 17-49. Mary Alice Rickert seconded the motion. The board unanimously approved.

- B.** Resolution 17-50: Approving Contract with BEDC regarding the Dimension Mill. Alex Crowley stated this resolution is to review and approve the project coordination agreement for an amount not to exceed \$25,000 with BEDC. Crowley explained the design is well underway and they are moving from pre-planning to activation. He also explained they are working on two parallel paths – 1. Construction and preparation of the building and 2. The start-up/operations mode. The plan is for the Dimension Mill to be open in August or September of 2018. The resolution and agreement is meant to position the BEDC for a critical part of the early stages of operational planning such as setting up a 501(c)(3), managing the operations moving forward, setting up a Board of Directors, and setting up legal and accounting processes.

Sgambelluri asked if the \$25,000 covered furniture or insurance and if the commission should expect future requests for those types of items. Lynn Coyne stated the legal, accounting, and insurance costs are covered under the \$25,000.

Sgambelluri asked about item C in the agreement. Item C talks about the commission's designee. She asked if Alex Crowley is the commission's designee. Lynn replied, yes.

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

Sue Sgambelluri made a motion to approve Resolution 17-50. David Walter seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

17-51
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR APPRAISALS OF PROPERTY WITHIN THE
TRADES DISTRICT**

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

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

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

WHEREAS, on August 18, 2015, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC regarding the first phase of infrastructure improvements in the Certified Tech Park; and

WHEREAS, the RDC approved the Form in Resolution 15-60; and

WHEREAS, Step 1(b)-(g) of the Original Form was identified as “ROW dedication / acquisition; construction easements; property disposition; surveying; platting”; and

WHEREAS, given the activity in the general vicinity, and previous interest that has been expressed, the City believes it is appropriate to get a sense of the appraisal value of the Red Lot; and

WHEREAS, pursuant to the City’s procurement process, Staff has identified First Appraisal Group, Inc. (“First Appraisal”) and Gilbert S. Mordoh and Co. (“Mordoh and Co.”) as the best providers of appraisal services for the Red Lot; 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 appraisal for an amount not to exceed \$1,750; and

WHEREAS, Staff has negotiated an agreement with Mordoh and Co., which is attached to this Resolution as Exhibit C; and

WHEREAS, pursuant to the terms of Exhibit C, Mordoh and Co. is willing to perform the appraisal for an amount not to exceed \$1,500; and

WHEREAS, the Form identified the Consolidated TIF as one potential source of funds for the Project; and

WHEREAS, the RDC has available TIF Funds to pay for the appraisals; and

WHEREAS, Staff has brought the RDC an amended Project Review and Approval Form ("Amended Form"), which updates the cost of the Appraisals and the total project cost; and

WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit A.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
2. The RDC hereby approves payment of an amount not to exceed One Thousand Seven Hundred Fifty Dollars (\$1,750.00) from the Consolidated TIF for the appraisal described in Exhibit B from First Appraisal, 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. The RDC hereby approves payment of an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) from the Consolidated TIF for the appraisal described in Exhibit C from Mordoh and Co., to be payable in accordance with the terms of Exhibit C. For the avoidance of doubt, the terms of Exhibit C do not remove the requirement to comply with the City or the RDC's claims process.
4. Donald Griffin is authorized to sign both the contract with First Appraisal Group and the contract with Mordoh and Co. on behalf of the RDC.

5. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2017, the funding authorization provided under this Resolution shall expire on December 31, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name:	CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)
Project Manager:	Andrew Cibor, Alex Crowley
Project Description:	<p>This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.</p> <p>It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.</p>

Project Timeline:

Start Date: September 2014
End Date: December, 2018

Financial Information:

Estimated full cost of project:	\$9,306,009.39
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	\$802,759.39 ¹	September 2014 – October 2017
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,250	August 2016 – December 2017
2a-b	Construction & Construction Management	\$8,500,000	November 2017 – December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History:

- 15-06 Approval of 2015 Design Contract
- 15-13 Approval of Additional Survey Work
- 15-60 Approval of Original Project Review and Approval Form
- 15-75 Approval of Amended Project Review and Approval Form
- 15-76 Approval of Additional Design Services (Geotechnical)
- 16-34 Approval of 2016 Design Contract
- 17-22 Approval of Additional Design Services
- 17-51 Approval of Appraisals

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

Redevelopment Commission Resolution 17-51
Exhibit A

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

This Agreement, entered into on this ____ day of _____, 2017, 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 explore disposing of a portion of Parcel Number 53-01-36-978-004.000-005 consisting of the parking lot at the northeast corner of the Showers Building more commonly known as the Red Lot (the “Red Lot”); and

WHEREAS, in order for the Commission to be able to offer the Red Lot for sale, the Commission is statutorily required to obtain two separate appraisals of the sale value; 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 one of the two separate 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 an appraisal, pursuant to the Uniform Standards of Professional Appraisal Practice (“USPAP”) for the Red Lot (Parcel Number 53-01-36-978-004.000-005). A map of the Red Lot is attached to this Agreement as Exhibit A.

Consultant’s opinion of the value of the properties will be developed competently and with independence, impartiality, and objectivity.

Consultant shall complete all work required under this Agreement within thirty (30) days of the execution of this Agreement, 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 One Thousand Seven Hundred Fifty Dollars (\$1,750.00).

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 8 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. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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.

Article 20. 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 Commission obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the Commission 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 Commission determines that terminating the contract would be detrimental to the public interest or public property, in which case the Commission may allow the contract to remain in effect until the Commission procures a new Consultant. If the Commission 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 Commission.

Article 21. 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 22. 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 23. 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 24. 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



E-VERIFY AFFIDAVIT

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 _____, 2017.

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:

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
GILBERT S. MORDOH & CO., INC.**

This Agreement, entered into on this ____ day of _____, 2017, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as “Commission”), and Gilbert S. Mordoh & Co, Inc. (hereinafter referred to as “Consultant”), WITNESSETH THAT:

WHEREAS, the Commission desires to explore disposing of a portion of Parcel Number 53-01-36-978-004.000-005 consisting of the parking lot at the northeast corner of the Showers Building more commonly known as the Red Lot (the “Red Lot”); and

WHEREAS, in order for the Commission to be able to offer the Red Lot for sale, the Commission is statutorily required to obtain two separate appraisals of the sale value; 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 one of the two separate 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 an appraisal, pursuant to the Uniform Standards of Professional Appraisal Practice (“USPAP”) for the Red Lot (Parcel Number 53-01-36-978-004.000-005). A map of the Red Lot is attached to this Agreement as Exhibit A.

Consultant’s opinion of the value of the properties will be developed competently and with independence, impartiality, and objectivity.

Consultant shall complete all work required under this Agreement within twenty-one (21) days of the execution of this Agreement by the Commission, 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 One Thousand Five Hundred Dollars (\$1,500.00).

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 8 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. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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.

Article 20. 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 Commission obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the Commission 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 Commission determines that terminating the contract would be detrimental to the public interest or public property, in which case the Commission may allow the contract to remain in effect until the Commission procures a new Consultant. If the Commission 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 Commission.

Article 21. 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:

Gilbert Mordoh
Gilbert S. Mordoh & Co. Inc.
328 S. Walnut Street
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 22. 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 23. 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 24. 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

GILBERT S. MORDOH & CO., INC.

Gilbert S. Mordoh

Date: _____

EXHIBIT A



E-VERIFY AFFIDAVIT

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 _____, 2017.

GILBERT S. MORDOH & CO., 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:
