

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
June 18, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –June 4, 2018
- III. EXAMINATION OF CLAIMS** –June 15, 2018 for \$677,793.98
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 8, 2018 for \$29,536.15
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report - Pat East Update
- VI. NEW BUSINESS**
 - A. Resolution 18-39: Approval of Contract Regarding Parking Lot Management at the Convention Center.
- 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, June 4, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr., presiding.

I. ROLL CALL

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

Commissioners Absent: Eric Sandweiss and Kelly Smith came in as the meeting adjourned.

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development (HAND); and Christina Finley, Financial Specialist, Housing and Neighborhood Development (HAND).

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, City of Bloomington Controller; Alex Crowley, Director, Economic & Sustainable Development; and Stephen Kroll, citizen.

II. READING OF THE MINUTES – David Walter made a motion to accept the May 21, 2018 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter made a motion to approve the claim register for June 1, 2018 for \$1,610,089.61. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve the payroll register for May 25, 2018 for \$29,056.15. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader was available to answer questions.

B. Legal Report. Larry Allen was available to answer questions.

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

D. CTP Update. Alex Crowley reported Pat East will be at the June 18, 2018 Redevelopment Commission meeting.

VI. NEW BUSINESS

A. Resolution 18-37: Determination of No Excess Assessed Value in the Allocation Areas. Jeff Underwood stated there is no excess assessed value in the allocation areas.

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

Sue Sgambelluri made a motion to approve Resolution 18-37. David Walter seconded the motion. The board unanimously approved.

B. Resolution 18-38: To Grant Right of Entry to Pedcor Investments for Access to 621 N. Rogers Street. Jeff Underwood stated Pedcor Investments temporarily desires to relocate a construction trailer on the property at 621 N. Rogers Street.

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

Sue Sgambelluri made a motion to approve Resolution 18-38. David Walter seconded the motion. The board unanimously agreed.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL CONTRACT REGARDING PARKING LOT MANAGEMENT AT
THE CONVENTION CENTER**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”), the Bloomington Municipal Facilities Corporation (“BMFC”), Monroe County, and the Monroe County Convention Center Building Corporation cooperated in the development of the Convention Center of Monroe County/Bloomington, and its adjoining hotel and parking facilities; and,

WHEREAS, when the Convention Center was originally developed in the early 1990s, land acquisition and construction of the parking lot was financed by a lease financing arrangement authorized under Indiana Code 36-1-10 whereby the RDC acquired the land for the parking lot and conveyed it to the BMFC for issuance of bonds to finance construction, and the BMFC leased the lot back to the Commission, with lease payments payable from revenues of the Downtown Redevelopment Area (which has since been consolidated into the Consolidated Economic Development Area); and,

WHEREAS, the Commission for Bloomington Downtown d/b/a the Downtown Bloomington Commission managed the Convention Center until 2006, when it formed a new non-profit corporation, the Convention Center Management Company, to manage the Convention Center and related parking operations; and,

WHEREAS, since 1997 the RDC and the BMFC have entered into an Agreement for Parking Lot Management with the Commission for Downtown Bloomington or its successor, the Convention Center Management Company, for management of the Lot and coordination of parking services for Convention Center programs; and,

WHEREAS, the most recent agreement was approved by the RDC on May 4, 2015, in Resolution 15-18; and

WHEREAS, it is desirable to establish a new Agreement for a term of one year, to be automatically renewed for two additional one-year terms unless either party gives notice of its intent to terminate the Agreement within a specified period;

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

1. The attached Agreement for Parking Lot Management should be, and hereby is, approved.
2. The Redevelopment Commission authorizes Donald Griffin to sign the Agreement for Parking Lot Management on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:




Mary Alice Rickert, Secretary

Date

RESOLUTION 18-39

EXHIBIT A



-  Convention Center Square Lot 2: Bloomington Municipal Finance Corp.
-  Seminary Lot 27: Redevelopment Commission
-  Seminary Lot 28 (Parts 1 & 2): Redevelopment Commission

REDEVELOPMENT COMMISSION

RESOLUTION 18-39

EXHIBIT B

AGREEMENT FOR CONVENTION CENTER PARKING LOT MANAGEMENT

THIS AGREEMENT, made and entered into this ____ day of June , 2018, by the City of Bloomington, Indiana, acting by and through its Redevelopment Commission, an Indiana municipal corporation, (“City”), the Bloomington Municipal Facilities Corporation, an Indiana non-profit corporation (“BMFC”), and the Convention Center Management Company (“Contractor”);

WITNESSETH

WHEREAS, in the mid-1990s the City, the BMFC, Monroe County, and the Monroe County Convention Center Building Corporation cooperated in the development of the Convention Center of Monroe County/Bloomington, its adjoining hotel, and parking facilities; and,

WHEREAS, the BMFC and the City each own parcels of real property which constitute the Convention Center Parking Lot (“Lot”), servicing the Convention Center of Monroe County, 302 South College Avenue, Bloomington, Indiana, of which the full legal description in **Attachment A** is attached hereto and incorporated herein by reference; and,

WHEREAS, the BMFC leases its parcels constituting the Lot to the City pursuant to a lease-financing arrangement whereby bonds were issued by the BMFC to finance the Lot’s construction and are repaid by the Downtown TIF revenues received by the City; and,

WHEREAS, Indiana Code 5-22-6 permits the City to contract with a public or private person for the performance of services; and,

WHEREAS, since 1997 the City, as lessee of the Lot, has contracted with the Commission for Downtown Bloomington, Inc., (Downtown Bloomington, Inc.), an affiliate of the Contractor, for the management and operation of the Lot, and wishes to continue said contractual relationship because the Contractor, as the operator of the Convention Center, is the logical entity to manage and operate the Lot; and,

WHEREAS, Downtown Bloomington, Inc. founded the Contractor in 2006 as a corporation to manage the Convention Center;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions stated in this Agreement, and in consideration of the mutual benefits which will accrue to each of the parties to this Agreement, the parties have agreed, and do hereby agree, as follows:

- (1) **TERM AND RENEWALS.** This Agreement shall be in effect for one year, starting on the date that all the parties have executed it. It will automatically renew for two additional one-year terms, unless either party gives the other written notice of its intent not to extend the Agreement, at least sixty (60) days prior to the end of the then-current term.
- (2) **PURPOSE.** It is the purpose of this Agreement to authorize the Contractor to maintain and operate the Lot for parking related to the Convention Center, and to confer upon the Contractor all authority necessary to carry out this Agreement, within the bounds of all federal, state, and local laws, rules, and regulations, and subject to the rights, obligations, conditions, and restrictions as provided in this Agreement.

(3) **FACILITIES.** BMFC warrants that it is the Owner of certain parcels constituting the Lot, and the City warrants that it is the Owner of certain parcels constituting the Lot, and holds a lease upon portions of the BMFC parcels, excepting the portion described in the following paragraph, such that the City is Owner of the leasehold interest in the Lot covered by this Agreement.

For purposes of this Agreement the facilities shall include all improvements on the above-described real estate, except any area or portions leased to non-parties by the BMFC.

(4) **OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS.**

A. Authority: Subject to the rights, obligations, conditions, and limitations provided herein, the City hereby authorizes the Contractor and the Contractor hereby agrees to provide, the management services necessary to operate the Lot for parking purposes of the Convention Center. In order to provide such services, the Contractor is authorized, subject to the other terms and conditions of this Agreement, to: (1) grant licenses for use of the lot for parking purposes; (2) set and collect fees for licenses to park in the Lot (“parking fees”); and (3) enter into contracts for services authorized under this Agreement. As used in this Agreement, a “license” shall include any personal privilege granted to any person to park at the Lot, without granting such person any interest in the Lot, which privilege is revocable by the Contractor on behalf of the City and is not assignable by such person. As used in this Agreement, a “service” shall include any duty or labor to be rendered by one person to another.

B. Disposal of Lot: Except as provided herein, the Contractor shall have no right to dispose of any interest in the Lot. However, the Contractor shall act as an Agent of the City with regard to the granting of licenses for parking in the Lot. The Contractor shall regulate and process the collection of parking fees.

C. Personnel: The Contractor agrees to provide personnel to staff the Lot as the Contractor deems necessary. The Contractor shall pay all costs associated with personnel.

D. Supervision and Independent Contractor Status: The status of the Contractor's employees and volunteers providing services pursuant to this Agreement as employees and volunteers of the Contractor shall not be affected in any way by this Agreement. Said employees and volunteers shall be subject solely to supervision by the Contractor's supervisors.

During the entire term of this Agreement, the Contractor 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 City. The Contractor 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.

E. Maintenance: The City shall be responsible for maintenance and repair of the Lot. The City shall provide snow removal and shall sweep the Lot in accordance with its regular schedule for sweeping. Expenses of sweeping and snow removal in the Lot shall be borne by the City. The City is willing to provide

certain sweeping and snow removal services, as provided herein, for the parking lot owned by Monroe County to the west of the Lot (“West Lot”). The Contractor shall pay the City Two Hundred Fifty Dollars (\$250) per occasion for snow removal in the West Lot and Two Hundred Fifty Dollars (\$250) per occasion for sweeping the West Lot. Sweeping the West Lot will be performed upon request by the Contractor; snow removal will be performed as needed. The City shall pay the electricity bill for lighting the Lot. The City shall provide trash removal in accordance with the regular schedule for trash removal from City parking lots.

- (5) **MANAGEMENT AND PARKING FEES.** As consideration for this Agreement, the Contractor shall pay to City the sum of Eighteen Thousand Dollars (\$18,000.00) per year. Such payment shall be made in quarterly installments of Four Thousand Five Hundred dollars (\$4,500.00) each, with the first installment due on June 10, 2018. The Contractor shall be entitled to retain as its own property any revenues it receives from parking fees pursuant to this Agreement. The Contractor shall have the sole authority to establish parking fees.
- (6) **LANDSCAPING.** The Contractor shall be responsible for providing labor for seasonal landscaping of the Lot, including mowing, mulching (except as provided herein), planting flowers, and weeding. The City shall be responsible for labor and materials for major landscaping such as tree replacement. Landscaping materials and supplies in an amount not to exceed Two Thousand Dollars (\$2,000.00) shall be paid by the City per year. This dollar limit shall include one application of mulch per year at a time to be decided upon by the Contractor. The Contractor shall give

the City at least thirty (30) days notice of the date by which it wishes to have the mulch applied.

Major landscape projects or improvements requiring subcontracting shall be paid for by the City and are subject to City approval.

- (7) **INSURANCE AND INDEMNIFICATION.** The City shall be responsible for maintaining commercial general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence. The Contractor shall be responsible for maintaining a separate commercial general liability policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Upon the request of the other Party, the City and the Contractor agree to supply a certificate of insurance evidencing the insurance required under this paragraph. Both Parties' policies shall be endorsed to require thirty (30) days advance notification to the other party in the event of cancellation or non-renewal.

The Contractor shall indemnify and hold the City and the BMFC, and the officers, agents, and employees of the City and the BMFC, free and harmless from any and all liability, claims, loss, damage or expenses, including attorneys fees and costs, arising by reason of any death, injury or property damage sustained by any person, including the Contractor or any agent or employee of the Contractor, if such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of the Contractor or any guest, licensee or invitee of the Contractor, or by the Contractor's failure to perform any covenant, term, condition or act required by this Agreement.

(8) **ACCOUNTING.** The Contractor agrees to submit to the City, on a quarterly basis, an accounting of any and all revenues generated from the operation of the Lot. Each report shall include a statement of the groups using the Lot during that calendar year and the parking arrangements for each use, including date(s) of the event(s) and: if payment for the Lot was based upon the number of persons guaranteed by the group to attend the event, the number guaranteed and amount paid; if all or part of the Lot was licensed to a group, the portion of the Lot licensed and amount paid for it; and if “individual pay” events were held, the rates and number of cars using the Lot for each such event. It is also understood and agreed that the City, or a designee of the City, has the right, at any time, to review and audit the Contractor’s books and financial records concerning the funds generated from the operation of the Lot.

(9) **TERMINATION.**

A. Termination for Breach: If the Contractor fails to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor violates any of the terms or conditions contained herein, then the City shall have the right to terminate this Agreement with the Contractor. Such termination shall only occur after the City has notified the Contractor, in writing, of the alleged breach and given the Contractor sixty (60) days to cure such breach.

If the City fails to fulfill, in a timely and proper manner, any obligation under this Agreement, or violates any terms or conditions contained herein, then the Contractor shall have the right to terminate this Agreement. Such termination

shall only occur after the Contractor has notified the City, in writing, of the alleged breach and given the City sixty (60) days to cure such breach.

B. Termination for Other Reason: The City shall also have the right to terminate this Agreement, without penalty, with sixty (60) days' notice to the Contractor, should the City determine, in its sole discretion, that the Lot or a portion of the Lot, is necessary or desirable for expansion of the Monroe County Convention Center.

(10) MODIFICATION. This Agreement shall be modified only by written amendment executed by all parties hereto.

(11) NON-DISCRIMINATION CLAUSE. All Parties participating in this Agreement, shall comply with the City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment. No person on the grounds of handicap, race, color, religion, sex, sexual orientation, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement, or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of non-discrimination for work done under this Agreement, and shall post in conspicuous places, available to all employees of Contractor, employed under this Agreement, and on applications, notices of non-discrimination.

(12) ENFORCEABILITY. This Agreement has been made with reference to, and shall be construed and enforced in accordance with, the substantive laws of the State of Indiana, without regard to the principles which would otherwise govern the choice

of applicable law in the absence of the parties' selection of applicable law, and suit, if any, must be brought in Monroe County, Indiana.

(13) APPLICABILITY. It is agreed between the parties that this Agreement is not assignable. This non-assignability clause does not affect the Contractor's ability to enter into license agreements for parking in the Lot or contracts for goods and services.

(14) TAX COVENANT. Notwithstanding any other provision of this Agreement, the Contractor shall neither take any action nor fail to take any action with respect to its management of the Lot that would result in loss of the exclusion from gross income of interest paid on any bonds (as defined under the Internal Revenue Code of 1986, as amended ("Code")), which bonds when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was "excludable" from gross income under the Code. Any agreement entered into by the Contractor with respect to the Lot that would result in a loss of the exclusion from gross income of interest paid on such bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

The City shall provide the Contractor with legal guidance as to what types of actions with respect to its use of the Lot could result in the loss of the exclusion from gross income of interest paid on the bonds.

(15) NOTICES. Whenever either party shall be required to give notice to the other under this Agreement, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and

addressed to the other party, at its last known place of business. Notice should be served to the following address:

For the City:

ATTN: Larry D. Allen
City of Bloomington, Legal Department
Department
P.O. Box 100
Bloomington, Indiana 47402

For the BMFC:

BMFC
c/o City of Bloomington, Legal
P.O. Box 100
Bloomington, Indiana 47402

For the Convention Center Management Company:

Talisha Coppock, Executive Director
Convention Center Management Company
302 South College Avenue
Bloomington, Indiana 47408

Notice of any change of address must be given in writing to all parties within seven (7) days of the change of address.

- (16) SUCCESSORS.** All covenants in this Agreement, whether by the City or the Contractor, shall be binding upon the successors of the respective parties hereto.
- (17) SEVERABILITY.** In the case any section or provision of this Agreement, or any covenant, stipulation, obligation, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken under this Agreement, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein. Any such illegality or invalidity or inoperability of any application shall not affect any legal and valid and

operable application and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to effective, operative, made, entered into, or taken in the manner and to the full extent from time to time permitted by law.

(18) LIENS AND ENCUMBRANCES. The Contractor shall not suffer or permit any mechanic's lien or any other type of lien or encumbrances arising from the Contractor's management and operation of the Lot to be placed or filed upon the premises, and shall indemnify and save the City and BMFC harmless therefrom.

(19) WAIVER OR BREACH. 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 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. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

(20) CONFLICT OF INTEREST. Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

(21) VERIFICATION OF NEW EMPLOYEES' IMMIGRATION STATUS. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as

Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. **Attachment B** is attached hereto and incorporated herein by reference as though fully set forth.

“Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S.

Attorney General.

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

Contractor shall require any subcontractors performing work under this Agreement to certify to Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

(22) APPROPRIATION OF FUNDS. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City or BMFC are at any time not forthcoming or are insufficient, through failure of any entity, including the City or BMFC, to appropriate funds or otherwise, then the City and/or BMFC shall have the right to terminate this Agreement without penalty.

(23) INTENT TO BE BOUND. The City, BMFC, and Contractor 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.

(24) ENTIRE AGREEMENT. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

WITNESS our hands this ____ day of _____, 2018.

CITY OF BLOOMINGTON, INDIANA

John Hamilton, Mayor

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

**CONVENTION CENTER
MANAGEMENT CO.**

BY: _____
Donald Griffin,
President

BY: _____
Talisha Coppock,
Executive Director

ATTEST:

ATTEST:

BY: _____

Print Name and Title

BY: _____

Print Name and Title

BLOOMINGTON MUNICIPAL FACILITIES CORP.

BY: _____
President

BY: _____
Secretary

ATTACHMENT A

The Convention Center Parking Lot is more fully described as:

Lot Number Two (2) in Convention Center Square, as shown on the plat thereof recorded in Plat Cabinet C, Envelope 22, in the Office of the Recorder of Monroe County, excluding therefrom the following: Commencing at the Southwest corner of said Lot 2; thence South 89 degrees 28 minutes 25 seconds East along the South line of said Lot 141.95 feet to a Southeasterly corner thereof; thence North 00 degrees 02 minutes 10 seconds East along an Easterly line of said Lot 2 for 68.00 feet to a corner thereof, said point being the point of beginning; thence North 00 degrees 03 minutes 10 seconds East 110.00 feet; thence South 89 degrees 56 minutes 50 seconds East 136.00 feet to an Easterly line of said Lot 2; thence South 00 degrees 03 minutes 10 seconds West along said Easterly line 111.12 feet to a Southeasterly corner of said Lot 2; thence North 89 degrees 28 minutes 25 seconds West 136.00 feet along a Southerly line of said Lot 2 to the point of beginning, containing 0.35 acres, more or less;

and

Part of Seminary Lot 27 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Beginning at the Southeast corner of said Seminary Lot; running thence North 68 feet; thence West 136 feet; thence South 68 feet; thence East 136 feet to the place of beginning;

and

Part of Seminary Lot 28 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Commencing at a point Sixty (60) feet South of the Northeast corner of said lot, running South Sixty-five (65) feet, thence West Sixteen (16) poles and twenty-one (21) links, thence North Sixty-five (65) feet, thence East Sixteen (16) poles and Twenty-one (21) links to the place of beginning.

Said real estate is more particularly described by a recent survey by Kevin B. Potter, L.S. No. S0487, Indiana, dated May 31, 1995, and recorded June 7, 1995, in Survey Record Book 3, at page 440, as follows, to-wit:

Part of Seminary Lot Number 28 in the City of Bloomington, Indiana, more particularly described as follows: Commencing at the Northeast corner of Seminary Lot 28, thence South 00 degrees 08 minutes 20 seconds West along the East line of said lot 60.00 feet to the point of beginning; thence continuing along the East line of said lot South 00 degrees 08 minutes 20 seconds West 65.00 feet; thence leaving said East line North 89 degrees 28 minutes 25 seconds West 278.05 feet to the West line of said lot; thence along said West line North 00 degrees 10 minutes 17 seconds East 65.00 feet; thence leaving said West line of

said lot South 89 degrees 28 minutes 25 seconds East 278.01 feet to the point of beginning, containing 0.41 acres, more or less;

and

A part of Seminary Lot Number Twenty-eight (28) in the City of Bloomington, Indiana, described as follows, to-wit: Commencing at the Northeast corner of said lot, running thence West Sixteen (16) poles and Twenty-one (21) links; thence South Sixty (60) feet; thence East Sixteen (16) poles and Twenty-one (21) links; thence North Sixty (60) feet to the place of beginning.

Said real estate is more particularly described by a recent survey by Kevin B. Potter, L.S. No. S0487, Indiana, dated May 31, 1995, and recorded June 7, 1995, in Survey Record Book 3, at page 440, as follows, to-wit:

Part of Seminary Lot Number 27 in the City of Bloomington, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Seminary Lot 28; said point being the point of beginning; thence along said East line of said lot South 00 degrees 08 minutes 20 seconds West 60.00 feet; thence leaving said East line North 99 degrees 28 minutes 25 seconds West 278.01 feet to the West line of said lot; thence along said West line North 00 degrees 10 minutes 17 seconds East 60.00 feet to the Northwest corner of said lot; thence along the North line of said lot South 89 degrees 28 minutes 25 seconds East 277.98 feet to the point of beginning, containing 0.38 acres more or less.

ATTACHMENT A (Cont.)

Convention Center Parking Lots



- Convention Center Square Lot 2: Bloomington Municipal Finance Corp.
- Seminary Lot 27: Redevelopment Commission
- Seminary Lot 28 (Parts 1 & 2): Redevelopment Commission

ATTACHMENT B

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

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 MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

ATTACHMENT C

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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 _____, 2018.

CONVENTION CENTER MANAGEMENT COMPANY

By: _____

Printed Name and Title

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires on:

County of Residence: _____