

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
August 20, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –August 6, 2018 regular meeting and Memorandum of Executive Session for August 6, 2018
- III. EXAMINATION OF CLAIMS** – August 10, 2018 for \$148,793.70
- IV. EXAMINATION OF PAYROLL REGISTERS**–August 3, 2018 for \$35,184.68
- 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 18-46: Approval of Funding for Fourth Street Garage Consultant
 - B. Resolution 18-47: Approval of Funding for Appraisals for Property Along South Walnut Street for the Purpose of Possible Acquisition
- 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, August 6, 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, Sue Sgambelluri, Kelly Smith, Mary Alice Rickert and Eric Sandweiss

Commissioners Absent: David Walter

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

Others Present: Jeff Underwood, City of Bloomington Controller; J.D. Boruff, Director, Facilities Maintenance; Kurt Christian, Herald-Times; Dorothy Granger, City Council, District 2; Alex Crowley, Director, Economic & Sustainability; Philippa Guthrie, Corporation Counsel, City Legal Department; Jim Blickensdorf, Bloomington Parking Commission

II. READING OF THE MINUTES –Mary Alice Rickert made a motion to approve the July 16, 2018, minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS –Eric Sandweiss made a motion to approve the claim register for July 27, 2018, for \$1,187,460.90. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Sue Sgambelluri made a motion to approve the payroll register for August 6, 2018, for \$31,609.64. Eric Sandweiss seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported the Comprehensive Annual Performance and Evaluation Report (CAPER) is available for public comment. The CAPER report shows how CDBG and HOME funds are utilized throughout the fiscal year, which ended May 31, 2018. A copy of the CAPER is available in the HAND office, online at bloomington.in.gov/HAND, and at the public library in the Indiana Room. Public comment will be accepted until August 17, 2018. Any comments received from the public will be incorporated into the report and submitted to HUD by the end of August.

B. Legal Report. Philippa Guthrie was available to answer questions.

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

D. CTP Update. Alex Crowley reported working on an operating agreement with Dimension Mill, Inc. (DMI). DMI is reviewing the drafted agreement, and staff expects to have comments back from DMI by the beginning of September 2018. Staff will review their comments and complete final negotiations. The final agreement should be ready to bring to the Redevelopment Commission (RDC) for approval by the end of September 2018.

Sue Sgambelluri asked if there will be a change in staff as the Mill transitions from the construction phase to a functioning Mill. Will Pat East continue in his role? Alex Crowley explained the current contract for Pat East carries him into the post opening period. The operation of the Mill will become the responsibility of DMI.

VI. NEW BUSINESS

- A. Resolution 18-43: Approval of Revisions to the HAND Department's Program Guidelines.** Dan Niederman stated revisions were made to the Owner-Occupied Rehab (OOR), Home Modification for Accessible Living (HMAL), and Emergency Home Repair (EHR) programs. All three programs have separate guidelines and are included in the commission packet.

Doris Sims stated the HUD representative for Bloomington recently did a monitoring of our CDBG programs and expenditures for 2017. Based upon the monitoring visit, HUD recommended including a statement in our program guidelines regarding dispute resolution.

Niederman stated we can assist rental properties through our HMAL program. HUD recommended defining what is considered affordable rent and making sure the applicant, if they are in a rental property, falls within the guidelines of affordable rent. There also needs to be a definition for utility allowance that tenants pay outside of their rent.

HAND proposed to adopt that affordable rents are 120% or less of the fair market rent rate as released annually by HUD, for the Section 8 or HOME program. Usually the rates are the same, however HAND added language to use whichever rate is higher. HAND will utilize the Bloomington Housing Authority (BHA) utility allowance schedule. BHA is required to have a utility allowance per HUD.

The RDC needs to approve any program guideline and procedure changes. After RDC approval, changes will be submitted to the HUD office to verify the policy and procedures were updated with the new language and were approved by the RDC.

Eric Sandweiss asked if there is any recourse for dispute resolution outside of the HAND Department. Sims explained usually any dispute discussions can be handled between the program manager, homeowner, and contractor. The director only gets involved when there may be larger issues or cost disputes. There has not been a discussion to go outside the department for disputes. Niederman added that if the cost exceeds our program guideline cap and the director approves, it comes back to the RDC for approval.

Sandweiss also asked if it is implied that City Legal would get involved if a dispute went past the HAND department level. Niederman stated past files show the legal department did get involved to help resolve disputes.

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

Sue Sgambelluri made a motion to approve Resolution 18-43. Mary Alice Rickert seconded the motion. The board unanimously approved.

- B. Resolution 18-44: Amendment of Funding Approval in Redevelopment Commission Resolution 17-19 (Animal Shelter Construction) to Approve Change Order.**

J.D. Boruff updated the commission on the Animal Shelter roof replacement insurance claim. He stated several months ago the RDC approved a change order for replacement of the roof at the Animal Shelter. At that time the RDC requested we pursue any insurance claims. The claim for the roof was denied completely. The insurance company did offer some assistance on the mold remediation however, the amount offered was a little over \$1,000, and the city has a \$10,000 deductible.

Resolution 18-44 is for approval of the sixth change order on the Animal Shelter construction project. Boruff stated this is expected to be the last change order. This change order is to clean up some items on the exterior. The change order is in the amount of \$14,564.15, bringing the construction project total to \$2,072,269.51. Boruff stated we are slightly over 5% of the original contract with all of the change orders. The original contract was for \$1,940,011.00 and including the sixth change order we are at \$2,072,269.51.

There was confusion regarding the listed total construction amount. The amount in the resolution reflected the total project cost instead of the total construction cost. Doris Sims stated staff will update the resolution to reflect the total construction cost.

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

Sue Sgambelluri made a motion to approve Resolution 18-44. Eric Sandweiss seconded the motion. The board unanimously approved.

- C. Resolution 18-45: Project Review and Approval for a Consultant for the Fourth Street Parking Garage. Jeff Underwood stated while performing maintenance work on the 4th Street parking garage, it very quickly turned into a number of emergency purchases. There is an estimated \$1.5 million in repair costs to extend the garage life another three to five years. Underwood said that is not a good expenditure of funds, which is why we want to bring a consultant with more expertise and capacity.

Underwood stated we are working with the consulting firm, CORE Planning Strategies, a firm out of Indianapolis. CORE is an experienced firm and has built garages for the RDC in the past. Underwood said staff is very comfortable with their expertise. Once the RDC approves the project review and approval form, staff will bring back a contract for approval and CORE will make a presentation to the RDC.

Kelly Smith asked if there is any reason to explore whether or not parking at this location is still necessary. Underwood explained this project will be done in part with the city parking study and parking commission recommendations. He said the garage is currently full and will be in great demand.

Underwood stated we can use convention center parking in the short term for people who are displaced along with a shuttle for longer distances.

Mary Alice Ricket said clearly this needs to be done for safety reasons, but that is a heavily used garage and it will negatively impact all the businesses, Ivy Tech students, and patrons at the Waldron Arts Center. She asked that the consultant be mindful of the time-frame. Underwood said there will be a great deal of public outreach once we have a plan. The estimated timeline is 18-24 months.

Eric Sandweiss asked Underwood to confirm that the city staff does not already have the expertise to make these kinds of plans. Underwood stated the city does not have the capacity or expertise for these types of consulting issues. The city will always have a staff member assigned to the project, however CORE will be our project management team. Underwood said they will be the boots on the ground during demolition, construction, coordinating with designers, and making sure surrounding streets are maintained.

Sue Sgambelluri asked if this is an appropriate use of TIF funds. Philippa Guthrie stated this is an appropriate use of TIF funds.

Don Griffin asked for public comment. Jim Blickensdorf asked Jeff Underwood if an RFQ is necessary for CORE. Underwood stated it is not necessary.

Blickensdorf asked if there has been any thought or estimate to the total cost of the project. Underwood said estimates range from \$22,000-\$27,000 per parking space.

Blickensdorf asked if there is any thought to repurposing the garage down the road, considering driverless cars are getting closer to reality. Underwood said there has been discussions regarding innovative designs that would allow us to convert the structures.

Blickensdorf asked about the building at the corner of 4th and Walnut and if there is a plan to acquire the property. Underwood stated no, but we have had initial outreach to the owner of the building.

Dorothy Granger asked how much of the county owned portion of the convention center parking lot are we planning to use for short-term parking. Underwood is unsure of the percentage, but there has been discussion with the county, and they are aware of the importance and need for the garage. They are amenable to having discussions to utilize the parking short term.

Dorothy Granger said she understands the city cannot have expertise in everything but it is frustrating on how much the city spends on consultants. Underwood said if projects took longer than a few years then the city might look at creating a full-time position, however for these short-term projects consultants are cheaper. Granger said she understands the city does not have the expertise, but we also elect this city administration and council, and people expect us to do the work we were elected to do.

Kelly Smith asked if any of the revenue collected from the garage can be used for consulting fees. Underwood stated there are three options when paying for costs: pay for it out of cash; bond for the work and structure the bond ordinance to allow reimbursement from bond proceeds; or build a cash reserve from the parking revenues to reimburse the expenditure.

Jim Blickensdorf stated the RDC pays approximately \$660,000 in round numbers every year to pay the full interest payment on two garages. Blickensdorf said operating revenues have never been sufficient, and garage operations should be shifted from TIF dollars to patrons who use the garage. Blickensdorf encouraged the RDC to look at the long-term operation of the garage and think about the fact that the people who are using the garages should be paying for them.

Eric Sandweiss made a motion to approve Resolution 18-45. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, August 6, 2018 at 4:30 p.m. in the Showers City Hall, Law Library, Suite 220, 401 North Morton Street.

Commissioners Present: Sue Sgambelluri, Eric Sandweiss and Mary Alice Rickert

Commissioners Absent: Kelly Smith, David Walter, and Don Griffin

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND)

Others Present: Philippa Guthrie, Corporation Council, City Legal; Alex Crowley, Director, Economic & Sustainable Development; 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 5:00 p.m.

Don Griffin, President

Mary Alice Rickert, Secretary

Date

**18-46
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CORE
PLANNING STRATEGIES, LLC, REGARDING RENOVATION AND IMPROVEMENT OF
FOURTH STREET PARKING GARAGE**

- 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,** the City of Bloomington (“City”) owns the 4th Street Parking Garage, which is located within the Consolidated TIF; 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,
- WHEREAS,** the definition of “local public improvement” includes parking facilities; and,
- WHEREAS,** in Resolution 18-45, the RDC approved a Project Review and Approval Form (“Form”) supporting improving the hiring of a project manager and consultant to evaluate renovating and improving the 4th Street Parking Garage and the potential construction of new parking garage within the Trades District (“Project”); and
- WHEREAS,** Phase 1 of the Project is identified as “Pre-Design” and Phase 2 is “Design/Construction”; and
- WHEREAS,** pursuant to the City’s procurement policies, Staff has identified CORE Planning Strategies, LLC, (“Project Manager”) as the best provider of the consulting and project management services; and
- WHEREAS,** Staff has negotiated an agreement with CORE Planning Strategies, LLC that is attached to this Resolution as Exhibit A (“Agreement”); and
- WHEREAS,** pursuant to the terms of the Agreement, CORE Planning Strategies, LLC will consult and manage development of the Project for an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and
- WHEREAS,** there are sufficient funds in the Consolidated TIF to pay for the Construction pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which updates the Resolution History of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC 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 finds the above described expenditures for the Project serve the public’s best interests and are an appropriate use of either the TIF or the 2015 TIF Bond.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Two Hundred Thousand Dollars (\$200,000) to pay for the Project, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorization provided under this Resolution shall expire on August 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

PROJECT MANAGEMENT AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON, BLOOMINGTON, INDIANA AND CORE PLANNING STRATEGIES, LLC

THIS PROJECT MANAGEMENT AGREEMENT (the "Agreement") is effective as of the ___ day of August, 2018, between the City of Bloomington ("Owner"), and CORE Planning Strategies, LLC, ("Project Manager").

WHEREAS, the Owner desires to build two parking garages in the downtown area. A new 4th Street Garage would serve the upcoming hotel and convention center. The Trades District Garage would be a new parking garage to support existing and future development in the Trades District herein as the "Project." The estimated project cost is not yet determined.

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1.1 The term "Designer" means and includes all architects and engineers furnishing architectural/engineering services in connection with any aspect of the Project (the "Work").

1.2 The term "Builder" means and includes all contractors, subcontractors, materialmen, suppliers and vendors performing and/or furnishing labor, services, materials, supplies and equipment (the "Work") and incorporated herein.

1.3 The term "Developer" means and includes both the Designer and the Builder who have teamed together to design, build, and develop the property.

1.4 The term "Contract Documents" means and includes the drawings and specifications relating to any Project prepared or to be prepared by the Designer. All of the service described in this Section 1.7 and in the following Sections 1.8-1.12 shall all be considered "Services" under this Agreement.

1.5 The Services to be performed under this Agreement shall commence the date of this Agreement and shall be completed no later than the schedule outline in Section 1.10.

1.6 The Project Manager is not an agent of the Owner, but an independent contractor with authority to act on behalf of the Owner only to the extent provided in this Agreement.

1.7 The Project Manager shall further the interests of the Owner by furnishing the Project Manager's best skill and judgment in planning, managing, and coordinating the design and construction phases of the Project. The Project Manager's Representative shall furnish a qualified professional staff for the performance of the services under this Agreement. The Project Manager shall provide the persons identified in Exhibit A attached hereto.

1.8 Standard of Care. Project Manager 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 Owner shall be the sole judge of the adequacy of Project Manager's work in meeting such standards. However, the Owner shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to the Project Manager and by mutual agreement between the parties, the Project Manager will, without additional compensation, correct those services not meeting such a standard.

1.9 Notwithstanding any other provision of this Agreement, it is the intent of the parties that CORE Planning Strategies, LLC shall act as the Project Manager in connection with the Project. Therefore, the Project

Manager shall (i) assist the Owner in the performance of all Owner obligations under the Contract Documents; (ii) review all documents submitted to the Owner for review and make appropriate recommendations to the Owner, and (iii) take such action as it deems necessary to protect the Owner's interests in the Project, including budgeting, scheduling and quality.

1.10 The Project Manager shall provide services as denoted in Exhibit B.

1.10.1 Overarching goals of the Project are:

- Attract development to downtown Bloomington
- Expand public parking capacity
- Serve existing businesses

1.11 The Project Manager shall develop an overall project schedule and budget. The cost reporting system will be provided by the Owner. The preliminary schedule is forecasted as:

Phase 1 - Pre-Design: August 2018 – December 2018

Phase 2: Design/Construction: January 2019 – May 2020

1.12 The Project Manager shall coordinate and provide direction to the Owner's Developer.

1.13 Phase II Work is outlined in Exhibit B will include the following:

1.13.1 The Project Manager will provide a technical review of Design and Construction Documents at each of two design phases and provide a written deficiency list for Owner review and comment. Project Manager will also work with Designer to work through all identified deficiencies.

1.13.2 The Project Manager shall act as the Owner during design and construction and take such action (or recommend such action to the Owner) to see that the Project is completed in accordance with its requirements.

1.13.3 The Project Manager shall participate in the Builder's "punch lists" walkthrough to identify construction items which may be unfinished, outstanding, incomplete or in need or correction and shall supplement or modify any such punch list based upon the Project Manager's own inspection of the Work.

1.13.4 The Project Manager shall review each Builder's final application for payment and monitor the final payment process to ensure that payment is made in accordance with the Contract Documents.

1.14 Basic Compensation.

1.14.1 For all services, as described in this Agreement, Project Manager's Compensation shall be an amount not to exceed \$200,000, which includes the following:

Phase I - PRE-DESIGN	\$36,800	(assumes 5 months)
Phase II – DESIGN/CONSTRUCTION	\$97,500	(assumes 17 months)
Reimbursable Expenses:	\$6,000	(Estimated for mileage and copies only)
Reimbursable Expenses:	TBD as Required	(Invoiced at cost + 10% management)*

*This includes site surveys, environmental studies, geotechnical studies, or other due diligence studies

required to develop project scope/requirements.
Allowance for Conceptual Designs \$8,000

1.14.1.1 Such amount includes all amounts payable to Project Manager.

Payment shall be made in monthly installments as identified in the Exhibit C – Fee Schedule. In the event of delay, such monthly payments shall be recalculated and paid as agreed upon by the Owner and the Project Manager, based on the percentage of work completed.

1.15 Compensation for Additional Services.

1.15.1 Compensation for Additional Services shall be based upon hourly rates of compensation computed based on the following Hourly Rates. No Additional Services shall be provided or billed for by Project Manager unless agreed to in writing by Owner.

1.15.2 Rate Schedule:

Employee Classification	2018 Hourly Rate
Managing Principal	\$ 204
Project Manager	\$ 131
Project Coordinator	\$ 105
Executive Administrative Assistant	\$ 85

Hourly rates increase at a rate of 5% each year at the beginning of each calendar year.

1.16 Reimbursable expenses include mileage (based on IRS standard rate) and any large format and/or color copies beyond what is required for owner review meetings. These items will be billed to the Owner as a reimbursable cost. It is assumed large scale prints/reproductions of the design and construction documents will be provided by Developer. If not provided by the Developer, this will also be a reimbursable expense.

1.17 Payments are due and payable thirty (30) days from the date of the invoice.

1.18 Insurance.

1.18.1 The Project Manager, at no expense to the Owner, shall carry and maintain during the continuance of this Agreement and for a period of one (1) year after Substantial Completion of the Project, occurrence based professional liability insurance in the amount of Two Million Dollars (\$2,000,000.00) for single claims and Two Million Dollars (\$2,000,000.00) in the aggregate. Owner shall be named as an additional insured on the General Liability Policy and a copy of the Certificate will be provided evidencing Owner as an additional insured.

1.18.2 During the performance of any and all Services under this Agreement, Project Manager shall also maintain, at no cost to the Owner, Commercial General Liability insurance, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.

1.18.3 The Project Manager will carry workers' compensation insurance in at least the statutory minimum and provide copies of policies showing Owner as an additional insured and requiring 30 days' notice to Owner before any change or cancellation and requiring the Project Manager's Representative to provide a certificate from the State Workers' Compensation Board demonstrating coverage.

Resolution 18-46 Exhibit A

1.18.4 All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Owner, the City of Bloomington, and its officers, employees, and agents shall be named as insured under the Commercial General Liability, 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.

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

1.19 The Project Manager agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Project Manager's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Project Manager is legally liable. Neither the Owner nor the Project Manager shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

1.20 Performance Bond and Payment Bond. For contracts in excess of \$100,000, Project Manager shall provide Owner with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount. Failure by the Project Manager to perform the work in a timely or satisfactory fashion may result in forfeiture of Project Manager's Performance Bond. If the surety on any bond furnished by the Project Manager becomes party to supervision, liquidation, or rehabilitation action pursuant to Indiana code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Project Manager shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to Owner.

1.21 The Project Manager will undertake all such additional activities not expressly stated that are reasonably necessary or appropriate to advise the owner on all foreseeable issues in the design and construction of the new building without additional compensation unless otherwise agreed to by the parties in writing.

1.22 This Agreement shall be governed by the law of the State of Indiana without regard to conflict laws.

1.23 All of the remedies permitted or available to either party under this Agreement, or at law in equity, shall be cumulative and shall survive the termination of this Agreement or the completion of the Project, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. However, remedies that survive termination of this Agreement as stated above only service for an amount of time equal to the applicable statute of limitations for a specific claim brought.

1.24 In the event that any term or provision, or part thereof, of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, the remainder of this Agreement or the application of such term or provision to circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.25 The Project Manager and the Owner hereby irrevocably consent to the jurisdiction of the State or Federal courts located in Monroe County, Indiana, over any matter relating to this Agreement and, to the extent permitted by law, waive any objection based on venue to a proceeding in any such court.

1.26 If the Project Manager employs any person, firm or corporation to perform any of its services, payment for such service or performance shall be the sole responsibility of the Project Manager.

1.27 If the Owner cancels this Agreement, the Owner agrees to pay for any time or costs incurred before receipt of the cancellation.

1.28 Termination Without Cause. Either party may terminate this agreement without cause upon thirty (30) days written notice. In the event of termination, Owner shall pay Project Manager the monthly installment provided in Exhibit C, pro-rated through the date of termination. No additional amounts shall be due from Owner to Project Manager.

1.29 Notice. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Owner:

Legal Department
City of Bloomington
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Project Manager:

Debra S. Kunce, Managing Principal
CORE Planning Strategies, LLC
200 S. Meridian Street, Suite 301
Indianapolis, IN 46225

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

1.30 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.

1.31 Verification of Employees' Immigration Status. Project Manager 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). Project Manager shall sign an affidavit, attached as Exhibit D, affirming that Project Manager 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.

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

in effect until the City procures a new project manager. If the City terminates the Agreement, the Project Manager or its subcontractor is liable to the City for actual damages.

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

1.32 Non-Collusion. Project Manager is required to certify that it has not, nor has any other member, representative, or agent of the Project Manager, 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. Project Manager shall swear under oath, via signed affidavit, attached as Exhibit F and by this reference incorporated herein, that Project Manager has not engaged in any collusive conduct.

OWNER:

City of Bloomington

PROJECT MANAGER:

CORE Planning Strategies, LLC



By: _____

Printed:

Title:

Printed: Debra S. Kunce, FAIA

Title: Managing Principal

Exhibit A – Proposed Staffing

Staff Name	Company Name	Team Role
Karen Valiquett, PE	CORE Planning Strategies, LLC	Project Manager
Deb Kunce, FAIA	CORE Planning Strategies, LLC	Managing Principal
TBD	CORE Planning Strategies, LLC	Project Coordinator

CORE Planning Strategies offers a team that blends decades of experience in planning, design and construction with helping owners see projects through from concept to concrete. The proposed team includes both Deb Kunce and Karen Valiquett. Karen will lead the Pre-Design and the Design/Construction phases and be the day-to-day contact, with Deb advising and assisting as needed.

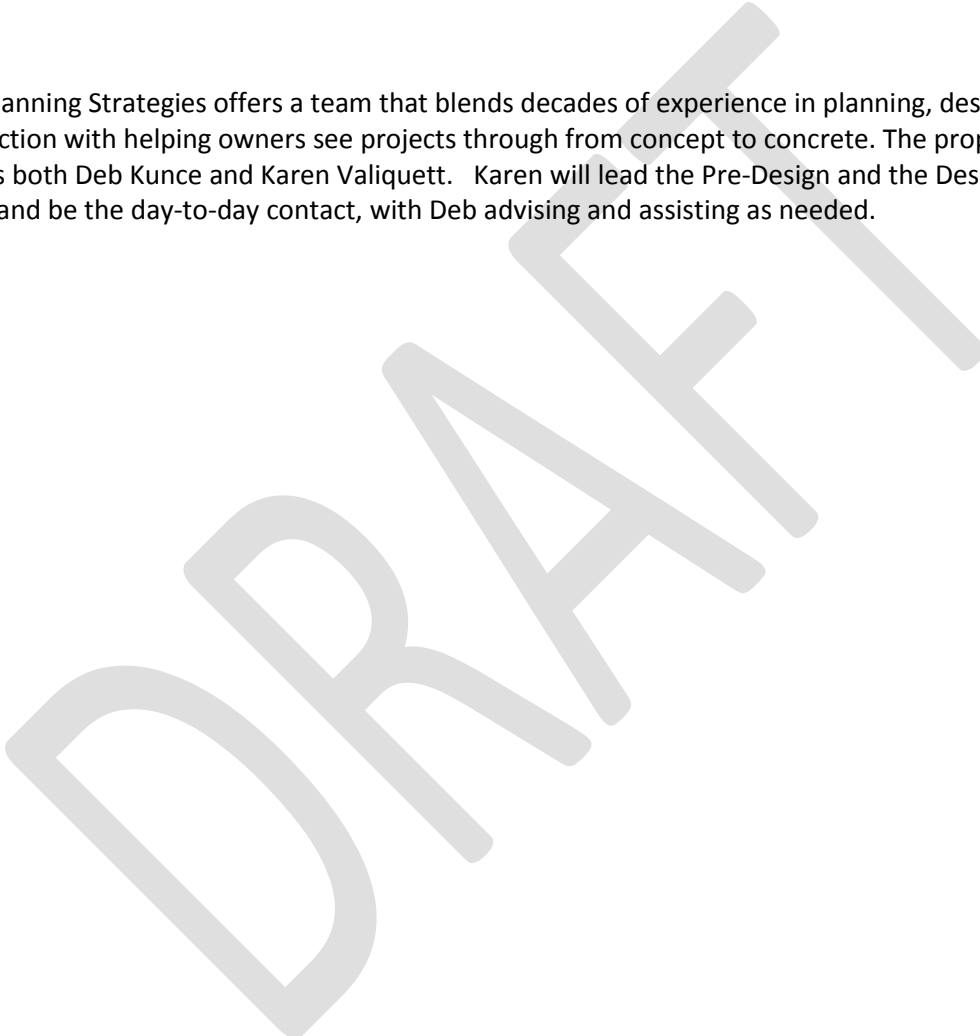


Exhibit B – Matrix of Responsibilities

DRAFT

Exhibit C – Fee / Invoicing Schedule

PREDEVELOPMENT PHASE	FEE
Sept 2018	\$7,360
Oct 2018	\$7,360
Nov 2018	\$7,360
Dec 2018	\$7,360
Jan 2019	\$7,360
Feb 2019	\$5,735
Mar 2019	\$5,735
Apl 2019	\$5,735
May 2019	\$5,735
June 2019	\$5,735
July 2019	\$5,735
Aug 2019	\$5,735
Sept 2019	\$5,735
Oct 2019	\$5,735
Nov 2019	\$5,735
Dec 2019	\$5,735
Jan 2020	\$5,735
Feb 2020	\$5,735
Mar 2020	\$5,735
Apl 2020	\$5,735
May 2020	\$5,735
June 2020	\$5,735
Total	\$134,295.00

Exhibit D – E-Verify Affidavit

CORE Planning Strategies shall comply with E-Verify Program as follows:

Pursuant to IC 22-5-1.7, CORE Planning Strategies shall enroll in and verify the work eligibility status of all newly hired employees of CORE Planning Strategies through the E-Verify Program (“Program”). CORE Planning Strategies is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

CORE Planning Strategies and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CORE Planning Strategies or its subcontractors subsequently learns is an unauthorized alien. If CORE Planning Strategies violates this Section 7(b), the City of Bloomington shall require CORE Planning Strategies to remedy the violation not later than thirty (30) days after the City of Bloomington notifies CORE Planning Strategies. If CORE Planning Strategies fails to remedy the violation within the thirty (30) day period, The City of Bloomington shall terminate the contract for breach of contract. If the City of Bloomington terminates the contract, CORE Planning Strategies shall, in addition to any other contractual remedies, be liable to The City of Bloomington for actual damages. There is a rebuttable presumption that CORE Planning Strategies did not knowingly employ an unauthorized alien if CORE Planning Strategies verified the work eligibility status of the employee through the Program.

If CORE Planning Strategies employs or contracts with an unauthorized alien but the City of Bloomington determines that terminating the contract would be detrimental to the public interest or public property, the City of Bloomington may allow the contract to remain in effect until tThe City of Bloomington procures a new contractor.

CORE Planning Strategies shall, prior to performing any work, require each subcontractor to certify to CORE Planning Strategies that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CORE Planning Strategies shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CORE Planning Strategies determines that a subcontractor is in violation of this Section 7(d), CORE Planning Strategies may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CORE Planning Strategies or the subcontractor.

By its signature below, CORE Planning Strategies swears or affirms that it

- i) has enrolled and is participating in the E-Verify program
- ii) has provided documentation to the City of Bloomington that it has enrolled and is participating in the E-Verify program, and
- iii) does not knowingly employ an unauthorized alien.



Debra S. Kunce, Managing Principal

Exhibit E – Certificates of Insurance

DRAFT

Exhibit F – Non-Collusion Affidavit

STATE OF INDIANA)
) 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 _____, 2018.

CORE PLANNING STRATEGIES, LLC

By: _____

Printed Name and Title

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 _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

Notary Commission Number: _____

My Commission Expires on: _____

**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: 4th Street Garage Improvement and Parking Garage Evaluation

Project Manager: Jeff Underwood, Controller

Project Description:

This is a project is to retain the services of a project manager and consultant to renovate and improve the 4th Street Parking Garage and to evaluate the potential construction of a parking garage within the Trades District.

Project Timeline:

Start Date: August 2018
End Date: August 2020

Financial Information:

Estimated full cost of project:	\$200,000
Sources of funds:	Consolidated TIF / 2015 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	Quoted Cost	Timeline
1.	Consultant – Pre-Design	\$36,800	Aug. 2018 – Feb. 2019
2.	Conceptual Design and Expenses	\$8,000	Feb. 2019
3.	Due Diligence, Site Surveys, and Technical/Environmental Studies	TBD/As Needed	TBD
4.	Design/Construction (Includes Reimbursable Expenses)	\$103,500	Feb. 2019 – Aug. 2020

TIF District: Consolidated TIF (Downtown)/2015 TIF Bond

Resolution History: 18-45: Approval of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-47
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 properties located at 1724 and 1730 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, Indiana Code Sections 36-7-14-19, -19.5 require, in most circumstances, 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 Gilbert S. Mordoh & Co., Inc. (“Mordoh”) and First Appraisal Group, Inc. (“First Appraisal”) as the best providers of appraisal services for two additional South Walnut Properties along near Switchyard Park; and

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

WHEREAS, pursuant to the terms of Exhibit A, Mordoh is willing to perform the appraisals for an amount not to exceed \$5,000; 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 \$5,000; 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 \$5,000.00 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 \$5,000 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 Mordoh and the contract with First Appraisal on behalf of the RDC.
4. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

This Agreement, entered into on this ____ day of August, 2018, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as “Commission”), and Gilbert Mordoh & Co., Inc. (hereinafter referred to as “Consultant”), WITNESSETH THAT:

WHEREAS, the Commission desires to have two 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”):

- 1880 South Walnut (53-08-09-200-039.000-009)
- 1890-1906 South Walnut (53-08-09-200-070.000-009)

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 October 1, 2018, 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 Five Thousand Dollars (\$5,000.00).

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:

Gilbert S. Mordoh
Gilbert S. Mordoh & Co., Inc.
P.O. Box 159
Bloomington, IN 47402

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:

Mary Alice Rickert, Secretary

Date

GILBERT S. MORDOH & CO., INC.

Gilbert S. Mordoh, Owner

Date: _____

EXHIBIT A



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 _____, 2018.

GILBERT S. MORDOH & CO., INC.

By: _____

Printed Name and Title

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 _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Notary Commission Number: _____

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

This Agreement, entered into on this ____ day of August, 2018, 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 two 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”):

- 1880 South Walnut (53-08-09-200-039.000-009)
- 1890-1906 South Walnut (53-08-09-200-070.000-009)

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 October 15, 2018, 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 Five Thousand Dollars (\$5,000.00).

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:

Mary Alice Rickert, 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 First Appraisal Group, Inc..
(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.

By: _____

Printed Name and Title

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 _____, 2018.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Notary Commission Number: _____

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 _____, 2018.

FIRST APPRAISAL GROUP, INC.

By: _____

Printed Name and Title

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 _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Notary Commission Number: _____