

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**February 13, 2017**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 2, 2017 and February 6, 2017
- III. EXAMINATION OF CLAIMS** –February 10, 2017 for \$475,016.23
- IV. EXAMINATION OF PAYROLL REGISTERS** –February 3, 2017 for \$29,041.75
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. CTP Update Report – Dimension Mill Update
- VI. NEW BUSINESS**
  - A. Resolution 17-13: Approval of Contract with Koorsen Fire & Security regarding the Dimension Mill
  - B. Resolution 17-14: Approval of Contract with Bledsoe Riggert Cooper James for Platting of the West Rogers Parcels within The Trades District
- VII. BUSINESS/GENERAL DISCUSSION**
  - A. Neighborhood Grant Council Representative
  - B. Guidelines on Public Comment
- VIII. ADJOURNMENT**

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

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on  
Thursday, February 2, 2017 at 5:00 p.m. in the Showers City Hall, Hooker Conference Room, 401  
North Morton Street, with Don Griffin, Jr. presiding**

**I. ROLL CALL**

Commissioners Present: Don Griffin, Sue Sgambelluri, and David Walter

Commissioners Absent: Jennie Vaughan, Mary Alice Rickert, and Kelly Smith

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron,  
Assistant City Attorney; Alex Crowley, Director, Economic and Sustainable Development  
(ESD); Megan Banta, Herald-Times

**II. NEW BUSINESS**

**A.** Resolution 17-11: Amendment to Lease Regarding 1730 South Walnut Street. Thomas Cameron stated if the Redevelopment Commission closes on the property at 1730 South Walnut Street, the Commission becomes party to the lease. One of the lease provisions is the right of first refusal. The provision gives the lessee the first right of refusal on any sale of the property. Cameron stated the lessee informed City Staff they are willing to forego their first right of refusal if certain amendments are made to the lease. Cameron gave a summary of the four main changes to the lease. 1) As the lease is currently written, there is a 2% rent increase per year. A sentence was added to the lease stating there will be no further rent adjustments between time of assignment to the Redevelopment Commission and conclusion of the lease term. 2) A clarification on confidentiality which says the Redevelopment Commission has certain obligations as a public entity and nothing in the agreement can overrule those provisions. 3) As currently written, the lease states two thirds (2/3) of the real property taxes are paid by the tenant and one third (1/3) are paid by the landlord. Cameron stated after negotiations, we are proposing the landlord pay two thirds (2/3) of the real property taxes and the tenant pay one third (1/3). The lessee will remain liable for any personal property taxes. Anything related to their business will remain their responsibility. 4) As currently written, the lease states the tenant obtains property insurance for the building and the landlord pays one third (1/3) of the cost. The amendment states the landlord will pay for all insurance on the building. However, any insurance related to the lessees' business continues to be their responsibility.

The lessee will have the option of terminating the lease by notice in writing to the other party with ninety (90) days' notice. The monthly rent will be prorated based upon the termination date.

Sue Sgambelluri made a motion to approve Resolution 17-11. David Walter seconded the motion. The board unanimously approved.

**VII. BUSINESS/GENERAL DISCUSSION**

Doris Sims stated the State Board of Accounts requires all boards and commissions to take an internal controls training. Each member of the Redevelopment Commission is required to take the training. The training can be accessed on the City's website. Sims will email the training link to the commissioners.

Sims stated a doodle poll was sent out to the commission members regarding the rescheduling of the February 20, 2017 meeting date. Responses were not received from all members. Sims asked the commissioners to respond to the doodle poll or be prepared to reschedule the date at the February 6, 2017 commission meeting.

Alex Crowley invited the commission to the second of two open houses for The Trades District on Monday, February 6, 2017 from 5:00 pm to 7:00 pm in the City Hall Atrium.

**VIII. ADJOURNMENT**

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Don Griffin, President

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Sue Sgambelluri, Secretary

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Date

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, February 6, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding**

**I. ROLL CALL**

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

Commissioners Absent: Jennie Vaughan and Mary Alice Rickert

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

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Thomas Cameron, Assistant City Attorney; Nicholas Carder, Horn Properties; Jenett Tillotson, Bloominglabs; Joe Davis, Carbon Exchange

**II. READING OF THE MINUTES** – Sue Sgambelluri made a motion to approve the minutes from January 23, 2016. David Walter seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – David Walter made a motion to approve the claims register for January 27, 2017 for \$106,079.01. 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 January 20, 2017 for \$29,512.36. David Walter seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** Doris Sims introduced Vickie Provine, Housing & Neighborhood Development's Program Manager for Neighborhood Services. Provine requested a representative from the Redevelopment Commission to serve on the Neighborhood Improvement Grant Council. Provine gave a brief background on the neighborhood grants and distributed an overview of the upcoming meeting dates. As a Grant Council Representative, commissioners will receive a packet of all the grant applications, followed by a brief meeting where the Grant Council reviews the applications and visit the project sites. Neighborhood presentations will take place on April 25, 2017.

Don Griffin asked how much funding a neighborhood can request. Provine stated a limit has never been set. However, the minimum grant request is \$2,000.

David Walter volunteered to serve on the Grant Council. The commission decided to wait until the two commissioners who were not present at the meeting, also had the opportunity to volunteer. They will decide at the next scheduled meeting.

Doris Sims invited the commissioners to attend Mayor John Hamilton's State of the City Address on February 16, 2017. The doors open at 6:30 p.m. with the State of the City Address to begin at 7:00 p.m. at the Buskirk-Chumley Theater.

- B. Legal Report. Thomas Cameron was available to answer questions.
- C. Treasurer's Report. Jeff Underwood was available to answer questions.
- D. CTP Update Report. Doris Sims invited the commissioners to stop by the City Hall Atrium after the commission meeting concludes, for The Trades District open house.

**VI. NEW BUSINESS**

**Public Hearing Begins**

- A. Resolution 17-12: Approval of CDBG Allocation Recommendations. Bob Woolford gave a summary of physical improvement programs recommended for 2017 CDBG funding.

Dan Neiderman gave a summary of social service programs recommended for 2017 CDBG funding.

Don Griffin asked for any public comment. No comments were received.

David Walter made a motion to approve Resolution 17-12. Sue Sgambelluri seconded the motion. The board unanimously approved.

**End of Public Hearing**

**VII. BUSINESS/GENERAL DISCUSSION**

The next Redevelopment Commission meeting will be Monday, February 13, 2017 at 5:00 p.m. in the McCloskey Conference Room. This meeting will replace the originally scheduled meeting for February 20, 2017. The City is closed on February 20, 2017.

**VIII. ADJOURNMENT**

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

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Sue Sgambelluri, Secretary

\_\_\_\_\_  
Date

**17-13**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT WITH KOORSEN FIRE & SECURITY REGARDING THE  
DIMENSION MILL**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on September 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to develop the Dimension Mill for use as tech office space (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-55; and
- WHEREAS, since the Project was approved, the RDC expressed interest that a security system be installed to help protect the Dimension Mill (“Security System”); and
- WHEREAS, pursuant to the City’s procurement process, Staff has identified the Koorsen Fire & Security, Inc. (“Koorsen”) as the best provider of the Security System; and
- WHEREAS, Staff has negotiated an Agreement with Koorsen and an Addendum to the Agreement with Koorsen, which are attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, Koorsen is willing to install a security system at the Dimension Mill and provide remote monitoring of the security system for an amount not to exceed One Thousand Eight Hundred Thirty Nine Dollars and Sixty Four Cents (\$1,839.64); and
- WHEREAS, the installation of the Security System will involve the installation of new parts at the Dimension Mill which were not contemplated when the Dimension Mill was built, and will result in the Dimension Mill having new capabilities; and
- WHEREAS, the RDC has available funds in the Consolidated TIF to pay for the Security System; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the cost estimate for the Project, and 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 approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that the installation of the Security System serves the public’s best interest.
3. The RDC hereby approves payment of an amount not to exceed \$1,839.64 from the Consolidated TIF for the Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
4. The RDC hereby authorizes Donald Griffin to sign the Agreement and Addendum with Koorsen on behalf of the RDC, and authorizes Staff to complete the Customer Information Sheet.
5. The funding authorizations contained in this Resolution shall terminate on April 30, 2020, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

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

ATTEST:

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

\_\_\_\_\_  
Date





# MONITORING and ALARM SERVICES AGREEMENT

Customer Account No: \_\_\_\_\_ Monitoring Account No: \_\_\_\_\_

**Customer Name and Address:** (equipment location) **Koorsen Fire & Security, Inc.** (appears as KFS in body of agreement)  
**City of Bloomington / Dimension Mill** 4710 W. Vernal Pike  
 335 W. 11th St. Bloomington, IN. 47404  
 Bloomington, IN. 47404 nate.dobson@koorsen.com  
 Attn: Rick Routan Phone: 812-349-3856 Rep: Nate Dobson Phone: 812-778-9924

KFS will install or cause to be installed the equipment and furnish the services indicated herein:

<input type="checkbox"/> Attach Security Quotation No:	Or <input checked="" type="checkbox"/> Describe Installation and/or Set-up Services Below:
<b>Koorsen Fire &amp; Security to install a Lynx 7000 security system to the above address. Kit includes</b>	<b>Setup Charges \$ 580.00</b>
<b>3 door contacts ( 2 up &amp; 1 down) 1 motion detector, 1 keyfob, 1 cell communicator, 1 RF repeater,</b>	<b>% Tax \$ 0.00</b>
<b>2 wireless smoke detectors. There is no additional set-up with this 3yr agreement.</b>	<b>Total Charges \$ 580.00</b>

Koorsen Fire & Security can connect smoke, heat, and fire initiating devices to your security panel. These initiating devices can be placed in any location that the owner chooses. Engineered drawings of your system are not being made or submitted to the Authority Having Jurisdiction for approval. This approval process is a guideline put forth by the National Fire Protection Association for building fire alarm systems. It is Koorsen's intent to provide a security system that will have initiating devices attached, which meets the approval of the owner. It is further understood that existing smoke detectors installed by the builder, electrical contractor, or any party other than KFS are not connected to the security alarm panel and will not transmit signals to the central station.

Not applicable for Commercial Fire Alarm System Monitoring. Please initial to indicate you have read and understand this paragraph

**CENTRAL STATION MONITORING SERVICES: (CHECK ALL THAT APPLY)**

Commercial Burglar Alarm Monthly Base Monitoring Charge \$ 24.99

Fire Alarm  Sprinkler Flow  Sprinkler Tamper

Residential Alarm  Res. Smoke Test Freq: \_\_\_\_\_

Open / Close  Superv. Report Freq: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

**AGREEMENT SUMMARY**

Periodic Service Payment Calculation	
Total of All Monthly Service Charges	\$ 34.99
% Service Tax	\$
Total Monthly Service Charge plus Tax	\$
<input type="checkbox"/> Monthly Auto Debit (attach authorization)	
<input checked="" type="checkbox"/> Billed Quarterly at	\$ 104.97
<input type="checkbox"/> Billed Annually at	\$
<input type="checkbox"/> Other:	\$
<hr/>	
Total Equip., Installation, Setup, and Taxes	\$ 580.00
Less Deposit of %	\$
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Equipment Balance Due Upon Completion	\$ 580.00
Initial Periodic Svc. Due Upon Completion	\$ 104.97
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Grand Total Due Upon Completion	\$ 684.97

**INTERNET COMMUNICATOR**  Accept  Decline Initials:

I understand that the reliability of internet transmission of alarm signals is dependent on the availability of local and wide area networks outside the control of KFS.

Monthly Internet Service Charge \$ \_\_\_\_\_

**CELLULAR COMMUNICATOR**  Accept  Decline Initials:

I understand that the installation of a cellular communicator will aid in the transmission of alarm signals in the event the primary communication line (telephone or internet) is out of service for any reason.

Monthly Cellular Service Charge \$ 10.00

**EXTENDED WARRANTY**  Accept  Decline Initials:

Covers Parts & Labor (Mon-Fri / 8:00am - 5:00pm) for full term of agreement.

\$ \_\_\_\_\_ trip charge applies to each service call.

Monthly Service Charge \$ \_\_\_\_\_

**Term, Renewal & Expiration:**  
 This agreement shall remain in full force for the period covered by this agreement and shall thereafter continue on a year-to-year basis unless written notice of termination is given by either party to the other at least (60) days prior to the expiration of the initial term. The initial term of this agreement expires 3 years from the date initial central station testing is completed.

Customer agrees that at any time following expiration of this agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase.

If customer moves out of KFS' service area, or closes business operations in city specified above, the customer has the right to provide 30 days prior written notice of termination and agrees to pay an early cancellation fee.

Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this Agreement.

Entire Agreement - Customer acknowledges that he is aware that no alarm system can guarantee prevention of loss; that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This agreement constitutes the entire agreement between the customer and KFS. In executing this agreement, customer is not relying on any advice or advertisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the customer.

It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or avert. Section 6 of this agreement limits KFS' liability to \$500.00 or 10% of the annual service charge if customer or anyone else suffers any harm (damage or loss of property, personal injury, or death) because the system failed to operate properly or KFS was careless or acted improperly. Attention is directed to the limited warranty, limit of liability and other conditions on PAGE 2. INITIALS:

**Koorsen Fire & Security, Inc.**  
 By: *Nate Dobson* Title: Account Manager Date: 02/09/17 Customer P.O. Number (if required) or S.S.N. \_\_\_\_\_

**Customer's Acceptance**  
 By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Customer's Printed Name: \_\_\_\_\_

By acceptance, I acknowledge that I have received a copy of this agreement and I hereby authorize KFS to check my credit information. I also understand that I may cancel this transaction any time prior to the end of the third business day after the date of this transaction. To cancel, mail (or deliver) a signed notice of cancellation to Koorsen Fire & Security (see local branch address above.)



KF-029 (10/06)

MONITORING and ALARM SERVICES AGREEMENT - Additional Terms and Conditions

1. LIMITED WARRANTY- Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 90 days of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages.

Service pursuant to the warranty will be furnished only during KFS' normal working hours 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Services rendered outside the normal working hours of KFS are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at KFS' then applicable rates for labor and material.

This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and upon inspection it is found that one these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS' then applicable rates for labor and material.

CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly follow close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble in leased telephone lines. E. Trouble due to interruption of commercial power. F. Battery replacements, security screens, exterior mounted devices. G. The expense of ordinary maintenance and repair of said system due to normal wear and tear. H. The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises, damage to the premises or alarm system, or to any cause beyond the control of KFS.

THE ABOVE LIMITED WARRANTY AND BELOW EXTENDED LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS OR OTHERWISE, KFS' LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU.

No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

2. INSTALLATION - KFS agrees to install the equipment listed on the reverse side of this Agreement in a workmanlike manner in accordance with the following conditions: A. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. D. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises.

The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.

If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, or change it after it is installed, Customer agrees to pay KFS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

3. EXTENDED LIMITED WARRANTY- If the reverse side of this agreement indicates that extended limited warranty is being furnished, KFS will extend the limited warranty set forth in paragraph 1 above for the period of 9 months from the date of expiration of the Limited Warranty and this Extended Limited Warranty will be automatically renewed yearly thereafter for an annual term at the then applicable annual charge, subject to termination as provided on the reverse side of the Agreement. Excluded from Extended Limited Warranty are conditions not covered by the Limited Warranty listed above in paragraph 1. To obtain service under this Extended Limited Warranty call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. It is mutually agreed that the work of installation and repairs of the system under the Extended Limited Warranty shall be performed between the hours of 8:00 A.M. and 4:45 P.M. exclusive of Saturdays, Sundays, and holidays.

It is understood and agreed that KFS' obligation relates solely to the specified detection system, and that KFS is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any devices of the Customer or of others not installed by KFS. If not contracted prior to the expiration of the Limited Warranty, KFS may subsequently enter into an Extended Limited Warranty with Customer at KFS' then prevailing prices and subject to the terms and conditions of this Agreement.

4. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises.

In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

COMMUNICATION FACILITIES - A. AUTHORIZATION-Customer authorizes KFS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. B. DIGITAL COMMUNICATOR - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. KFS recommends the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on the premises; however, other calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. C. DERIVED LOCAL CHANNEL - The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

5. CANCELLATION - This Agreement may be terminated at the option of KFS at any time in the event that the Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that the CS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Customer's premises and the Central Station or between the Central Station and the Municipal Fire or Police Department and KFS shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement. In the event of such termination, KFS will refund to the Customer any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment.

CUSTOMER DUTIES - Customer will instruct all other persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. Customer will complete and give KFS an emergency information form which will include the name, telephone number and relationship of each person the CS may call in the event they believe there is an emergency at Customer's premises, and other information KFS and/or the CS may require. Customer will notify KFS in writing of any changes in the persons or telephone numbers on the emergency call list. Customer agrees that KFS and/or the CS may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the system. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions.

6. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.

THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. KFS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. THAT IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST KFS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED. HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST KFS FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD KFS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD KFS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY KFS AGAINST AND DEFEND AND HOLD KFS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST KFS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED KFS COMPANIES AS WELL AS TO FIRST ALERT PROFESSIONAL SECURITY SYSTEMS, MICHIGAN MONITORING SERVICE, AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN. IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THAT DEPARTMENT, OR OTHER ORGANIZATION MAY INVOKE THE PROVISIONS HEREOF AGAINST ANY CLAIMS BY THE CUSTOMER DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

7. KFS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF KFS AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

8. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.



KF-002 (10/13)

**CUSTOMER INFORMATION SHEET**

Customer Acct. # \_\_\_\_\_ Monitoring Acct. # \_\_\_\_\_

CUSTOMER INFO

Subscriber Name \_\_\_\_\_

Site Address (Premises) \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax# \_\_\_\_\_ Email \_\_\_\_\_ Major Cross Street Info \_\_\_\_\_

Police Dept. Name \_\_\_\_\_ Police Dept Phone # \_\_\_\_\_ Fire Dept. Name \_\_\_\_\_ Fire Dept. Phone # \_\_\_\_\_ PD or FD Keys to Premises?  Yes  No

Internal Siren  Yes  No External Siren  Yes  No Other Info \_\_\_\_\_

Same as Site Address Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Attn: \_\_\_\_\_

Phone Service Type:  Telco  DSL  Cell Only  Internet/VOIP (Check all that apply) List Service Providers: \_\_\_\_\_

How did you first hear about Koorsen?  Web  Yellow Pages  Radio  Referral  Other

Details: \_\_\_\_\_

Please list at least 3 different people. (Note: additional persons at premises needing security pass cards, list only name and pass code or password)

CONTACT

NAME	TYPE	PHONE 1	TYPE	PHONE 2	PASS CODE OR PASSWORD	KEYS
Site/Premises Phone(s)						

Note: For type, enter H for Home, WO for Work/Office, C for Cellular, P for Pager or VM for Voice Mail. When choosing the contacts for your emergency list, please note: 1) they should have keys or access to your home or business, 2) they should have a pass code or password, and 3) they should know how to operate your system.

Important: When a customer fails to operate the system properly and transmits a false alarm, the customer must be prepared to furnish the monitoring operator with the correct pass code or password to prevent the dispatch of the police/fire departments. An incorrect pass code or password will be handled as an alarm condition by our operator and the dispatch will be made.

When changes in your emergency contact list are required, please direct all correspondence to your local Koorsen Fire & Security Office (call 1-888-KOORSEN for address, fax number, or email address).

I confirm that the above information is correct. I understand that it is my responsibility to notify Koorsen of any changes in this information. I understand that it is my responsibility to obtain and keep in effect all permits or licenses required for the operation of this system. (Note: Certain jurisdictions may not require permits or may require Koorsen Fire & Security to obtain this permit.)

X  
 Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

PAYMENT AUTHORIZATION

Charge my Credit or Debit Card and/or Bank Account for the amounts specified on the attached agreement as indicated below.  
**CREDIT & DEBIT CARD AUTHORIZATION - Email required (enter above)**

Name on Card: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ C.C. Billing Zip Code \_\_\_\_\_

Recurring Svc. Charges ( Start Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_)  Payment at Contract Signing  Balance Due at Installation  Other \$ \_\_\_\_\_

**AUTOMATIC DEBIT AUTHORIZATION**

Name on Account: First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

I (We) hereby authorize Koorsen Fire & Security, Inc. to debit the amounts specified on the attached agreement and indicated below from the account identified on the attached voided check or deposit slip at the following Depository Financial Institution and authorize the Depository Financial Institution to accept these debits. Adjusting entries to correct errors are also authorized. It is agreed that these deposits and adjustments may be made electronically and under the Rules of National Automatic Clearing House Association. This authorization will remain in effect until written notice of termination is given to Koorsen Fire & Security, Inc and at such time my payment will revert to an annual billing cycle. I acknowledge receipt of a filled out copy of this authorization.

Depository Financial Institution: \_\_\_\_\_

MUST ATTACH VOIDED CHECK TO THIS AUTHORIZATION

Recurring Svc. Charges ( Start Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_)  Payment at Contract Signing  Balance Due at Installation  Other \$ \_\_\_\_\_

Signature of Authorizing Party: \_\_\_\_\_

**ADDENDUM TO MONITORING AND ALARM SERVICES AGREEMENT**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**KOORSEN FIRE & SECURITY, INC.**

This Addendum supplements the Monitoring and Alarm Services Agreement (“Agreement”) between the City of Bloomington Redevelopment Commission (“City”) and Koorsen Fire & Security, Inc. (“Koorsen”) for the Dimension Mill, located at 335 W. 11<sup>th</sup> Street, as follows:

1. E-Verify: Koorsen is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Koorsen shall sign an affidavit, attached as Exhibit A, affirming that Koorsen does not knowingly employ an unauthorized alien.
2. Notice: Any notice required by the Agreement or the Addendum shall be made in writing to the addresses written below:

<b>City</b>	<b>Koorsen</b>
Alex Crowley City of Bloomington 401 N. Morton Street, Suite 150 Bloomington, Indiana 47402	Nate Dobson Koorsen Fire & Security, Inc. 4710 W. Vernal Pike Bloomington, Indiana 47404

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

3. Appropriation of Funds: Notwithstanding any other provision of the Agreement or the Addendum, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
4. Non-Discrimination: Koorsen 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.
5. Governing Law and Venue: This Agreement and the Addendum shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

6. Integration: This Addendum is an integrated component of the Agreement.

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

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**KOORSEN FIRE & SECURITY, INC.**

*Nate Dolson / Account Manager*  
\_\_\_\_\_  
Nate Dolson, Account Manager

*2/9/2017*  
\_\_\_\_\_  
Date

EXHIBIT A

STATE OF Indiana )  
)SS:  
COUNTY OF Monroe )

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Account Manager Koorsen Fin & Security  
(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.

Nate Dobson  
Signature

Nate Dobson  
Printed Name

STATE OF INDIANA )  
)SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Nate Dobson and acknowledged the execution of the foregoing this 9<sup>th</sup> day of February, 2017.



Susan Eads  
expiration May 17, 2023  
Monroe County

Susan Eads  
Notary Public's Signature

Susan Eads  
Printed Name of Notary Public

My Commission Expires: May 17, 2023  
County of Residence: Monroe

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:** Dimension Mill Renovations

**Project Manager:** Alex Crowley, Director of Economic and Sustainable Development

**Project Description:**

The CTP Master Plan contemplated adaptive reuse of the Showers Dimension Mill, and identified the Dimension Mill as providing a “great opportunity for tech office space.”

This project will build upon the programming work done by Kirkwood Design Studio and the Bloomington Economic Development Corporation to renovate and activate the Dimension Mill as tech office space, with the expectation that the City will retain long term ownership of the Dimension Mill.

**Project Timeline:**     **Start Date:**    **Fall 2016**  
                                  **End Date:**        **2017**

**Financial Information:**

Estimated full cost of project:	\$3,476,489.64
Sources of funds:	2011 CTP Bond 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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Project Management	\$200,000	Fall 2016 - 2017
2 Design Contract	\$274,650	Fall 2016 – 2017
3 Construction	\$3,000,000	2017

4 Security System

\$1,839.64 February 2017 – 2020

**TIF District:** Consolidated TIF (Downtown TIF, 2010 Expansion)

- Resolution History:**
- 16-55 Original Project Review and Approval Form
  - 16-57 Approval of Agreement with BEDC for Architect Selection
  - 16-83 Approval of Design Contract with Blackline
  - 17-13 Approval of Contract with Koorsen

To Be Completed by Redevelopment Commission Staff:

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

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



**17-14**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONTRACT WITH BLEDSOE RIGGERT COOPER JAMES FOR  
PLATTING OF THE WEST OF ROGERS PARCELS WITHIN THE TRADES DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, part of the property that was acquired by the RDC is west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail (the “West Rogers Parcels”); and
- WHEREAS, on July 13, 2015, the RDC approved Resolution 15-40, approving a Project Review and Approval Form regarding the solicitation of redevelopment proposals for the West Rogers Parcels; and
- WHEREAS, on November 21, 2016, the RDC approved a Project Agreement with Pedcor Investments-2015-CXLIX, L.P. (“Pedcor”) pursuant to which Pedcor will pay the RDC Five Hundred Thousand Dollars (\$500,000) for the southern 1.9 acres of the West Rogers Parcels (“Southern Property”), which will be developed into a multifamily affordable housing project with integrated transportation and sustainable, energy-efficient construction; and
- WHEREAS, in order for the Southern Property to be transferred to Pedcor, it is necessary to adjust the property lines of the West Rogers Parcels; and
- WHEREAS, Staff believes that the best way to accomplish this adjustment is by platting the Southern Property, which will require assistance from a surveyor to prepare the necessary documentation (“Platting Services”); and
- WHEREAS, pursuant to the City’s procurement process, Staff has identified Bledsoe Riggert Cooper James (“BRCJ”) as the best provider of the Platting Services; and
- WHEREAS, Staff has negotiated an Agreement with BRCJ, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, BRCJ is willing to provide the necessary Platting Services for an amount not to exceed One Thousand Four Hundred Dollars (\$1,400.00); and
- WHEREAS, the RDC has available Bond Funds to pay for the Platting Services; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that updates the cost estimate for the Project, and 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 approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the Bond, and finds that platting the Southern Property serves the public’s best interest.
3. The RDC hereby approves payment of an amount not to exceed \$1,400.00 from the Bond Fund for the Platting Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
4. The RDC hereby authorizes Donald Griffin to sign the Agreement with BRCJ, and any other documents necessary to effectuate the platting of the Southern Property, on behalf of the RDC.
5. The funding authorizations contained in this Resolution shall terminate on May 30, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Donald Griffin, President

ATTEST:

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Sue Sgambelluri, Secretary

---

Date

AGREEMENT  
between the  
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
and  
BLEDSOE RIGGERT COOPER JAMES

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington Redevelopment Commission (“Redevelopment Commission”) and Bledsoe Riggert Cooper James (“BRCJ”), WITNESSETH THAT:

**WHEREAS**, the Redevelopment Commission has entered into a Project Agreement with Pedcor Investments-2015-CXLIX, L.P. (“Pedcor”) for the development of property owned by the Redevelopment Commission west of Rogers Street in The Trades District; and

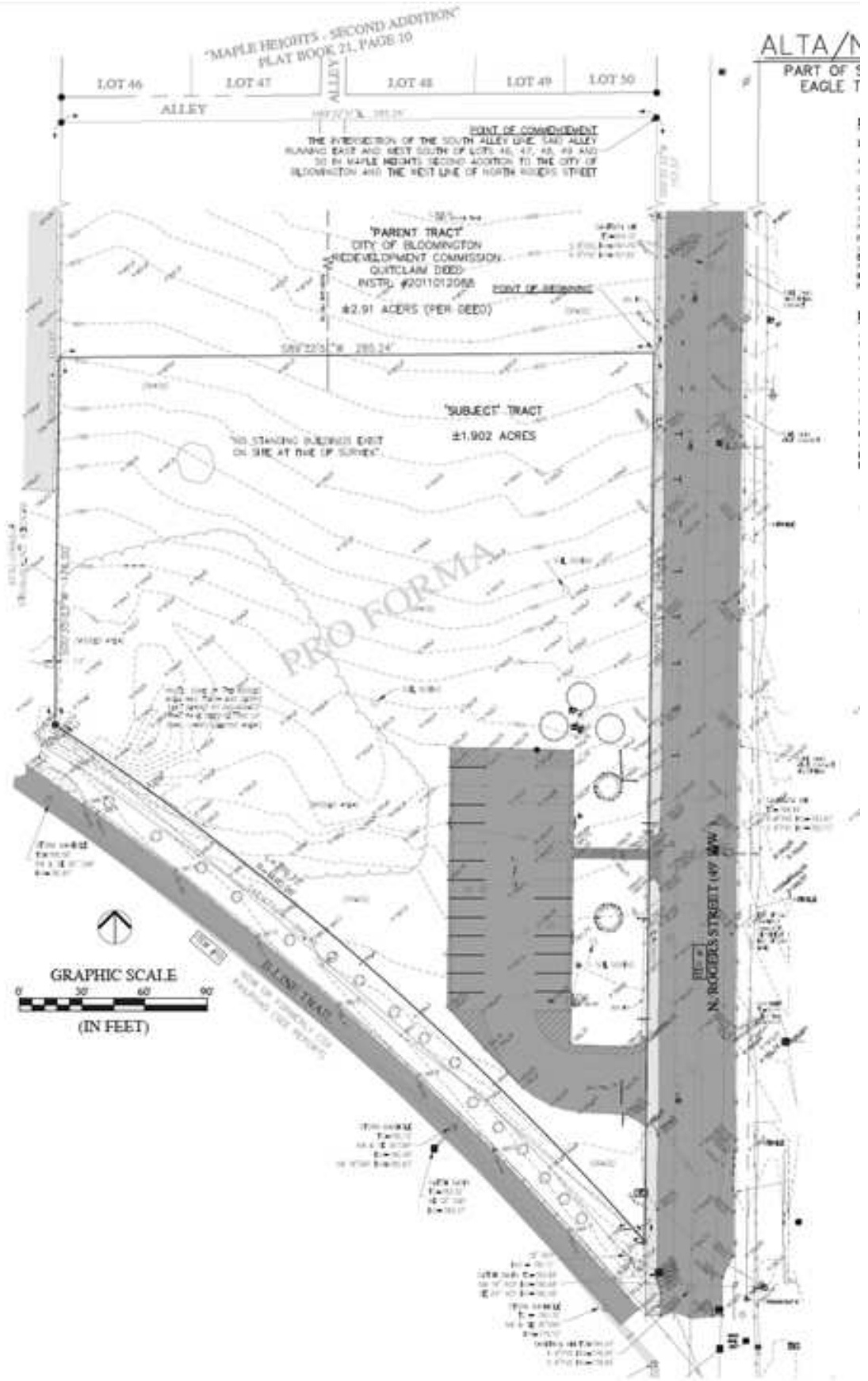
**WHEREAS**, prior to the transfer of the property to Pedcor, it is necessary for the parcel to be platted; and

**WHEREAS**, BRCJ is qualified, experienced, and capable of providing the Redevelopment Commission with the necessary services to plat the parcel for transfer to Pedcor, and also desires to provide such Services for the Redevelopment Commission under the terms of this Agreement;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Term of Agreement. This agreement shall become effective upon the date of execution of all parties and continue through May 1, 2017, unless terminated prior to that date pursuant to Section 10.
2. Services. BRCJ shall provide the following Services related to the approximately 1.902 acre Subject Tract depicted below:
  - a. Preparation and filing of Preliminary Plat
  - b. Preparation and filing of Final Plat
  - c. Monument the new lot corners

Throughout this process, BRCJ will coordinate with City of Bloomington Planning to ensure that all documents conform to City requirements.



ALTA/M  
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BRCJ shall diligently pursue its work under this Agreement and shall complete the Services in a timely manner. BRCJ shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of BRCJ's work, BRCJ agrees to maintain such coordination with the Redevelopment Commission as may be requested and desirable, including primary coordination with Alex Crowley as the Redevelopment Commission's designated project coordinator.

BRCJ agrees that any information or documents, including digital GIS information, supplied by the Redevelopment Commission pursuant to Article 3, below, shall be used by BRCJ for this project only, and shall not be reused or reassigned for any purpose.

3. Responsibilities of the Redevelopment Commission. The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and BRCJ shall be entitled to rely upon the accuracy and completeness of such information.
4. Compensation. The Redevelopment Commission shall pay BRCJ \$1,400.00 (One Thousand Four Hundred Dollars) for the Services. Upon completion of the Services, BRCJ shall submit an invoice to the Redevelopment Commission for \$1,400.00 (One Thousand Four Hundred Dollars). Invoices shall be sent to:

Director, Department of Economic and Sustainable Development  
City of Bloomington  
401 N. Morton Street  
P.O. Box 100  
Bloomington, IN 47402

Payment will be remitted to BRCJ within forty-five (45) days of receipt of invoice. The Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—to appropriate funds, then the Redevelopment Commission shall have the right to immediately terminate this Agreement without penalty.

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

submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

5. Independent Contractor Status. During the entire term of this Agreement, BRCJ 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 Redevelopment Commission.

The status of BRCJ partners, shareholders, or employees providing services pursuant to this Agreement shall not be affected in any way by this Agreement. Said partners, shareholders, or employees shall be subject solely to supervision by their BRCJ supervisors. BRCJ 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.

6. Indemnity. BRCJ shall defend, indemnify, and hold harmless the City of Bloomington, the Redevelopment Commission, and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses, or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the BRCJ or his agents or employees or independent contractors directly responsible to him.
7. 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 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. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.
8. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
9. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
10. Termination of Agreement. 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 Redevelopment Commission may terminate or suspend performance of this Agreement at the Redevelopment Commission's prerogative at any time upon written notice to BRCJ. BRCJ shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay BRCJ 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 BRCJ's 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 BRCJ in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Section 15 herein.

11. Identity of BRCJ. BRCJ acknowledges that one of the primary reasons for its selection by the Redevelopment Commission to perform the duties described in this Agreement is its qualifications and experience. BRCJ agrees that the work to be done pursuant to this Agreement shall be done by BRCJ. The Redevelopment Commission reserves the right to reject any of BRCJ's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.
12. Conflict of Interest. BRCJ 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. BRCJ agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. Assignment. Neither the Redevelopment Commission nor BRCJ shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, BRCJ may assign its rights to payment without the Redevelopment 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.
14. Ownership of Documents and Intellectual Property. All documents, drawings, and specifications, including digital format files, prepared by BRCJ and furnished to the Redevelopment Commission as part of the Services shall become property of the Redevelopment Commission. BRCJ 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 BRCJ.
15. Non-Discrimination. As part of this Agreement, BRCJ shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and



regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.

16. Compliance with Laws. In performing the Services under this Agreement, BRCJ 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, BRCJ shall advise the Redevelopment Commission of any and all applicable regulations and approvals required by federal law. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, BRCJ shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

17. Notice. Whenever any notice, statement, or other communication shall be sent under this Agreement, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the Redevelopment Commission: Director  
Department of Economic and Sustainable Development  
City of Bloomington  
401 N. Morton Street  
Suite 150  
Bloomington, IN 47402

Notice to BRCJ: Marty James  
Bledsoe Riggert Cooper James  
1351 W. Tapp Road  
Bloomington, IN 47403

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the Redevelopment Commission and BRCJ.

18. 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 Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and BRCJ.
20. Insurance. During the performance of any and all Services under this Agreement, BRCJ shall maintain the following insurance in full force and effect:
- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
  - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
  - d. 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.

BRCJ shall provide evidence of each insurance policy to the Redevelopment Commission within five (5) days of the execution of this Agreement. Approval of the insurance by the Redevelopment Commission shall not relieve or decrease the extent to which BRCJ may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If BRCJ fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right at the Redevelopment Commission’s election to forthwith terminate the Agreement.

21. E-Verify. BRCJ 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.) BRCJ shall sign an affidavit, attached as Exhibit B, affirming that BRCJ does not knowingly employ an unauthorized alien. Exhibit 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.

BRCJ and its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that BRCJ or any of its subcontractors learns is an unauthorized alien. If the Redevelopment Commission obtains information that BRCJ or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment

Commission shall notify BRCJ or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If BRCJ 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 BRCJ or its subcontractor did not knowingly employ an unauthorized alien. If BRCJ or its subcontractor fails to remedy the violation within the thirty (30) day period, the Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, BRCJ or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission under this Agreement.

BRCJ shall require any subcontractors performing work under this Agreement to certify to BRCJ 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. BRCJ shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Redevelopment Commission.

22. Intent to be Bound. The Redevelopment Commission and BRCJ 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.

23. 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.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

BLOOMINGTON REDEVELOPMENT COMMISSION

BY: \_\_\_\_\_  
Donald Griffin, President

\_\_\_\_\_ Date

BLEDSON RIGGERT COOPER JAMES

BY: \_\_\_\_\_  
Marty James, Principal

\_\_\_\_\_ Date

**EXHIBIT A**

**E-Verify Affidavit**

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - 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 State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed name

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

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

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** CTP: Affordable/Workforce Housing – West of Rogers  
**Project Manager:** Alex Crowley  
**Project Description:** Development of the RDC owned property in The Trades District that is west of North Rogers Street in a manner consistent with the CTP Master Plan.

**This project includes the solicitation of proposals, the negotiation with developers, the necessary steps to prepare property for transfer, and the actual transfer of property.**

**Project Timeline:**  
Start Date: July 2015  
End Date: December 2018

**Financial Information:**

Estimated full cost of project:	\$9-24M (projected development values);  Public: \$3,000,000 (Capital Costs) \$9,600 (Soft Costs)
Sources of funds:	430 - Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	975 – 2011 Downtown TIF Bond (CTP Surplus)
	2015 Consolidated TIF Bond
	Possible External Sources: CDGB, HOME, LIHTC, Developer Funds, EPA Grants

**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.

Some of the following Phases may be carried out simultaneously or sequentially, depending upon the project at hand.

Phase	Description	Estimated Cost	Timeline
1	Notice of Offering and Request for Proposals	\$0	July - December 2015
2	Legal Advertisements	\$200	October 2015
3	Replatting of Parcels	\$1,400	Spring 2017
4	Purchase Agreement(s)	\$5,000	Ongoing
5	Closing Costs	\$3,000	Ongoing
6	Site Prep/Improvements as needed - Environmental remediation - Utility improvements - Site Infrastructure - Streetscapes - Plaza space - Other as negotiated	\$3,000,000	2017-2018
7	Project Construction	-	2017-2018



**TIF District:** Consolidated TIF (Downtown TIF, 2010 Expansion)

**Resolution History:** 15-40 Original Project Review and Approval Form  
15-74 Approval of Notice of Offering  
16-67 Approval of Project Agreement with Pedcor  
17-14 Approval of Contract with BRCJ

*To Be Completed by Redevelopment Commission Staff:*

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

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

## Guidelines on Public Comment at Redevelopment Commission Meetings

### Background

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

Although public comment is not statutorily required at a regular meeting of the Redevelopment Commission, the Redevelopment Commission wishes to provide an opportunity for the public to comment on new and old items of business on the Redevelopment Commission's agenda.

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

### Guidelines

Prior to a vote on an item of new or old business on the Redevelopment Commission's agenda, the Redevelopment Commission President or acting chair will ask if anyone from the public wishes to make comment. This can occur prior to a motion being made or after a motion is made and prior to the vote is taken. In the event that there are no members of the public in the meeting room, the Redevelopment Commission President or acting chair need not ask if anyone from the public wishes to make comment.

- The Redevelopment Commission President or acting chair will ask how many members of the public wish to speak.
- If four or fewer members of the public wish to speak, each speaker will be given five minutes to speak.
- If five or more members of the public wish to speak, twenty minutes will be divided among the number of speakers, unless a different amount of time is imposed by a majority of the Redevelopment Commission.
- A member of City Staff shall keep time, and provide a one minute warning for each speaker. (Failure of Staff to provide a one minute warning will not extend the amount of time for any speaker.)
- Speakers shall be given the opportunity to make comment to the Redevelopment Commission. This is an opportunity for the speaker to provide comment to the Redevelopment Commission, not to engage in a back and forth with the Commission or Staff. The Redevelopment Commission welcomes all viewpoints, but asks that speakers behave in a civil and courteous manner. Comments should not include vulgar, hostile, threatening, or disruptive comments.