

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
January 7, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 17, 2018
- III. EXAMINATION OF CLAIMS** –December 28, 2018 for \$5,038,580,.46
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 21, 2018 for \$30,330.94
- 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. Election of Officers
 - B. Resolution 19-01: Approval of 2019 Meeting Schedule
 - C. Resolution 19-02: Amendment to Downpayment/Closing Cost Program Guidelines
 - D. Resolution 19-03: Approval of Maintenance of Property Owned by the Redevelopment Commission and Located within the Trades District
 - E. Resolution 19-04: Approval of Amended Contract between the Redevelopment Commission and City of Bloomington and FC Tucker
 - F. Resolution 19-05: Approval of Amended Contract between the Redevelopment Commission and City of Bloomington and Colliers International
 - G. Resolution 19-06: Certification of Council Resolution for Trades District Garage Bond
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. 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, December 17, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

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

Commissioners Absent: None.

Staff Present: Doris Sims, Director, Housing and Neighborhood Development; Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Randy Cassady, Cassady Electric; Danielle McCellan, BCTM; Paula McDevitt, Director, Parks & Recreation; Nicole Bolden, City Clerk

II. READING OF THE MINUTES – Sue Sgambelluri made a correction to the December 3, 2018, minutes: Resolution 18-85 was seconded by Eric Sandweiss, not Mary Alice Rickert.

Sue Sgambelluri moved to approve the December 3, 2018, minutes as corrected and the December 10, 2018, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim register for December 14, 2018, for \$1,712,573.45. Eric Sandweiss seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri moved to approve the payroll register for December 7, 2018, for \$31,171.29. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported public hearings for the CDBG process will begin in January of 2019.

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

C. Treasurer's Report. Jeff Underwood stated the City Council voted to approve the Trades District garage. However, the 4th Street Garage vote was moved to Wednesday, December 19. Council asked for cost information to repair and replace at a later date. Underwood submitted the cost information to the Council and advised them that TIF funds can't be used if they vote to repair. Underwood stated it would cost an additional \$4 million to replace the garage at a later date. There will be a confirmatory resolution at the first meeting in January 2019 for either one or both of the garages.

D. CTP Update. Alex Crowley reported fully engaging with the Master Broker to construct strategic documents and marketing materials for the Trades District. The Mill is almost done, there is only a small amount of solar to complete. All offices in the Mill are leased. The Trades District infrastructure will be completed in spring. The entire project should be completed by the end of May 2019.

VI. NEW BUSINESS

A. Resolution 18-87: Approval of the BCT Management Partnership Agreement. Paula McDevitt stated the City and BCT Management have been in partnership since 2001. They both have teams that meet regularly throughout the year to monitor, ask questions, and get a thorough update on programing and facility needs. Part of those meeting are a review of this partnership agreement. McDevitt reported a few changes this year, City Council increased operational funding from \$50,000 to \$55,000 and the Parks & Recreation’s general fund for operations includes \$18,200 for carpet replacement. She stated the Redevelopment Commission oversees the \$74,000 for any projects that BCT Management brings to the RDC throughout during the year. This agreement has been approved through the Parks Commission and Public Works Board.

Sue Sgambelluri moved to approve Resolution 18-87. Mary Alice Rickert seconded the motion. The board unanimously approved.

B. Resolution 18-88: Third Addendum to Design Contract for Switchyard Park. Larry Allen stated this is the last of the pre-construction design element. This addendum is for \$13,287.70 for additional design services; however, there is no overall increase of funding needed.

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

David Walter made a motion to approve Resolution 18-88. Eric Sandweiss seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Presentation of Master Developers. Underwood reported all groups that applied for master developer have been interviewed and narrowed down to two groups, Trinitas and Browning. Underwood said he will get both scheduled to make presentations in January. He suggested 15-minute presentations with an additional 10 minutes for questions. The RDC will make the final decision.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

**19-01
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2019 are set as described in the "REDEVELOPMENT COMMISSION 2019 MEETING SCHEDULE," attached hereto.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

2019 REDEVELOPMENT COMMISSION SCHEDULE

All Meetings will be held in the McCloskey Conference Room, Suite 135

@ 5:00 p.m. unless otherwise noted.

January 7, 2019

January 22, 2019 (Tuesday)

February 4, 2019

February 18, 2019

March 4, 2019

March 18, 2019

April 1, 2019

April 15, 2019

May 6, 2019

May 20, 2019

June 3, 2019

June 17, 2019

July 1, 2019

July 15, 2019

August 5, 2019

August 19, 2019

September 3, 2019 (Tuesday)

September 16, 2019

October 7, 2019

October 21, 2019

November 4, 2019

November 18, 2019

December 2, 2019

December 16, 2019

January 6, 2020

**19-02
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, the Department of Housing and Neighborhood Development (HAND) is a duly constituted department of The City of Bloomington, Indiana operating under the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the HAND Department is charged with the responsibility of developing and operating programs serving housing needs of low and moderate income families residing within the corporate boundaries of the City of Bloomington; and,

WHEREAS, the Redevelopment Commission is the governing body of the HAND Department and is empowered to promulgate rules and regulations for the programs operated through the HAND Department; and,

WHEREAS, HAND recommends revisions to the Down Payment and Closing Costs Assistance Program (DPCC).

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

HAND's DPCC program guidelines are hereby revised per staff recommendation as shown in Exhibit "A" which is attached hereto and by this reference incorporated herein.

BLOOMINGTON REDEVELOPMENT COMMISSION

, President

ATTEST:

, Secretary

Date

Home Buyers Education Down Payment and Closing Cost Assistance Program

This City of Bloomington Housing and Neighborhood Development Down Payment & Closing Cost (DP/CC) Program is designed to help first time homebuyers, whose income is at or below 80% Area Median Income (AMI), as established by the U.S. Department of Housing and Urban Development (HUD), to purchase homes inside the corporate limits of Bloomington. Financial assistance to income-eligible persons would be in the form of a conditional loan not to exceed Ten Thousand Dollars (\$10,000.00).

The terms “Applicant,” “Homeowner” and “Borrower” refer to person(s) who will own and live in the property to be purchased under this program. The term “HAND” refers to the Housing and Neighborhood Development Department. The term “City” refers to the City of Bloomington, Indiana.

The DP/CC Program application and requested supporting documentation is collected and reviewed by the HAND Program Manager. It can also be reviewed by the Assistant Director and/or Director. The HAND staff that reviews the completed application will communicate an approval or denial with the Applicant.

I. Eligibility

A. Property Eligibility

1. Assistance may be made to any one- to four-unit property located within the corporate limits of the City of Bloomington. The property’s appraised value must be at or under the acquisition limit established by HUD HOME regulations, under 24 CFR 92.254
2. The property must be the Applicant’s principal residence.
3. The property must not be investor-owned, mixed use, or non-residential.
4. The property may not be purchased by financing from the seller (land contract), and the Applicant must hold title to the property upon closing.
5. The property must be inspected by a HAND staff inspector to determine whether the property meets the minimum standards established by HUD HOME regulations, under 24 CFR Section 92.251(c)(3).

B. Applicant Eligibility

1. The Applicant must be approved for a private mortgage. This mortgage must allow for a conditional second mortgage from HAND. The private mortgage shall not provide for points and fees that exceed 5% of the loan amount. The term shall not

exceed 30 years. The interest rate shall not exceed 3% of the Average Prime Offer Rate reported by the Federal Financial Institutions Examinations Council (www.ffiec.gov). Adjustable rates are not permissible, along with risky features, such as, balloon payments, negative amortization, or interest-only periods. Prepayment penalties are permissible, but are not recommended. This information will be verified by the HAND Program Manager through reviewing a Loan Estimate and Loan Disclosure from the applicant.

2. Applicant's annual household income must be at or under 80% of Area Median Income (AMI). HUD's income guidelines may be changed annually and can be obtained from HAND.
3. HAND's determination of Applicant's income is set forth in HUD HOME Regulations 24 CFR Part 5.609, which is attached as Appendix A.
4. Applicant must have a debt ratio of no more than 30% for the front end ratio and 41% for the back end ratio. This is a percentage of the Applicant's gross monthly income as previously defined for income eligibility to the program. The front end ratio consists of the total expected monthly housing costs (i.e. mortgage principal and interest, real estate taxes, and homeowner's insurance, known collectively as PITI, as well as any mortgage insurance premiums, association fees, ground lease fees, and other similar fees as applicable). The back end ratio consists of the total expected monthly housing costs plus all recurring consumer debt (i.e. PITI and other fees plus credit card, auto loan, and student loan payments, other installment and revolving debt that appears on a credit report, alimony, child support, etc.). The Program Manager will be responsible for reviewing the application, credit report, loan estimate, bank statements, and other applicable documents to determine if the Applicant meets the debt ratio requirements.
5. An Applicant must have a modified back-end ratio of no more than 55% of the Applicant's gross monthly income. This modified back-end ratio consists of a calculation of what the Applicant is expected to pay for the recurring monthly utility and maintenance expenses of the subject property plus all debt that was included in the back-end ratio. The utility and maintenance cost calculation will be based on the VA underwriting guidance (https://www.benefits.va.gov/warms/pam26_7.asp), which currently multiplies the total square feet of the living area of the subject property by \$0.14.

Example: 1500 square feet x .14 = \$210.00 per month

6. Within the three years immediately prior to application, the Applicant cannot have owned, nor may the Applicant currently own, any residential real estate other than the home being purchased under this program. Applicant's Homebuyer DP/CC Assistance Program application, information provided on the Applicant's credit report and the previous calendar year's federal income tax return will be reviewed.

7. The Applicant shall provide a minimum contribution to the purchase of a home of at least \$500.00.
8. The Applicant must demonstrate by a current financial statement and previous calendar year federal income tax return that he or she does not have the liquid assets necessary to purchase a home without assistance from this program. Liquid assets is defined as the ability to provide a down payment of 10% or more of the purchase price of the subject property. In this calculation HAND will subtract out 2 months' worth of the estimated mortgage payment amount from the applicant's liquid assets prior to seeing if it is 10% or more of the purchase price (see next requirement).
9. The Applicant must have at least 2 months' worth of the estimated mortgage payment amount available in liquid assets after the purchase of the home.
10. The applicant shall be current on any and all financial obligations and loans and in good standing with all governmental agencies. While there is not a minimum credit score requirement for the program, the credit history of an applicant will be reviewed as part of the application process.
11. The Applicant must have a certificate of completion of the City of Bloomington HAND Home Buyers educational class that is less than two years old. Additionally, the Applicant must meet in person with a HAND Housing Counselor, for at least an hour, for individualized homeownership counseling that allows for a financial and housing affordability analysis, and establishes an action plan. Between the class and the individualized session the following content must be covered: the decision to purchase, selection and purchase process of a home, issues arising during or affecting the period of ownership of a home, and sale or other disposition of a home.

II. Loan Approval and Determination of Amount

A. Loan Approval

1. Each loan application will be submitted to the HAND staff for review at least 30 days prior to closing. A letter of approval or denial will be provided to the Applicant from HAND.

B. Determination of Amount

1. HAND staff shall review all financial information disclosed by the Applicant in his or her application to determine what amount of assistance, if any, will be offered.

2. The loan shall only be for down payment costs and/or closing costs and shall not exceed \$10,000 in DP/CC funds. The exact amount of the loan shall be needs based. First, HAND shall determine if any funds will be contributed by HAND for Closing Costs. HAND will examine the purchase agreement to see if any Closing Costs are being paid for by the seller of the property. Next, HAND shall determine if any funds will be contributed by HAND for Down Payment Assistance. HAND will analyze all other sources of funds being utilized toward the down payment to determine if additional funds are needed. This includes the Applicant's \$500 minimum contribution that HAND requires. In combination with other down payment funds, HAND will provide up to 10% of the purchase price or enough to bring an applicant's front end ratio down to 25%, whichever is less, not to exceed \$10,000. See the following examples:

Example 1:

The Applicant is a single member household with a gross monthly income of \$2,800. The purchase price of a property is \$100,000. The Applicant has applied for a 30 year mortgage with a fixed interest rate of 4.5%.

The purchase agreement states that half of the closing costs are being covered by the seller of the property. The Loan Estimate demonstrates the closing costs to be \$3,000. HAND will cover the other half of \$1,500.

For the Down Payment, the Applicant is contributing \$500 and has \$4,500 from other sources outside of their request from HAND. Total outside sources is:

$$\$500 + \$4,500 = \$5,000$$

Their front end ratio without HAND funds is 26%. HAND will offer up to 10% of the purchase price or the amount that brings the front ratio to 25%, whichever is less, and not exceeding \$10,000.

First, HAND will look at 10% of the purchase price.

$$\$100,000 \times 10\% = \$10,000$$

HAND will subtract the amount of other sources, which in this example is \$5,000:

$$\$10,000 - \$5,000 = \$5,000$$

Now, HAND will look at what amount will bring the front ratio down to 25%. In this example, the Applicants would need \$2,500 to have a front end ratio of 25%.

\$2,500 is less than \$5,000 and therefore HAND will assist with \$2,500 toward the down payment.

In total, HAND will provide \$4,000 in assistance (\$1,500 for closing costs plus \$2,500 for down payment).

Example 2:

The Applicants are a household of 4 with a gross monthly income of \$3,600. The purchase price is \$150,000. They have applied for a 30 year mortgage with a fixed interest rate of 4.5%.

The closing costs are \$5,000. The closing costs are being covered by the seller. HAND will not contribute any funds toward the closing costs.

For the Downpayment, the Applicants are contributing \$2,000 of their own funds without any other outside sources. Their front end ratio without HAND funds is 32%. HAND will offer up to 10% of the purchase price or the amount that brings the front ratio to 25%, whichever is less, and not exceeding \$10,000.

First, HAND will look at 10% of the purchase price.

$$\$150,000 \times 10\% = \$15,000$$

HAND will subtract the amount of outside sources, which in this example is \$2,000 coming from the Applicants.

$$\$15,000 - \$2,000 = \$13,000$$

\$13,000 exceeds the program cap of \$10,000, so HAND will default to considering \$10,000, but next needs to look at the front end ratio test.

Now, HAND will look at what amount will bring the front ratio down to 25%. In this example, the Applicants would need \$23,000 to have a front end ratio of 25%, which greatly exceeds the \$10,000 cap.

HAND will contribute the capped amount of \$10,000. This will result in a mortgage amount of \$138,000 and a front ratio of 29%.

Example 3:

The Applicants are a household of 3 with a gross monthly income of \$3,000. The purchase price is \$120,000. They have applied for a 30 year mortgage with a fixed interest rate at 4.5%.

The closing costs are being covered by the seller. HAND will not contribute any funds toward the closing costs.

For the Downpayment, the Applicants are providing \$1,000 of their own funds and have qualified for an \$8,000 grant from another source. The total outside sources are \$9,000. Without adding in any funds from HAND, the Applicant's front end ratio is at 24%. HAND will not approve the Applicants for any HAND

funds toward this purchase as the front end ratio is already below the 25% threshold set by HAND's guidelines.

III. Loan Conditions

A. Disbursement of Funds

1. Use of proceeds -- The Borrower will agree to use the proceeds of the loan only to pay for approved costs associated with purchasing the house for which the loan was approved.
2. Disbursement of the loan -- HAND will make the funds payable to the closing agent who will be performing the insured closing.
3. Loan forgiveness -- the loan shall be forgiven at a rate of twenty percent (20%) of the total amount per year on the anniversary date of the execution of the Note. The Note shall not bear interest except in the case of a default or judgment against the Borrower.
4. The Loan must be in 2nd position.

B. Non-Discrimination

Civil Rights -- HAND will not discriminate upon the basis of age, sex, race, creed, color, class, national origin, sexual orientation or ancestry in the sale, lease, rental use or occupancy of the property to be purchased with any loan or grant funds. Further, the Applicant agrees to comply with the provisions of the program as directed by HAND or its designee.

C. Non-Collusion

1. Interest of Public Body -- No member of the governing body, official, or employee of the City of Bloomington who exercises any functions or responsibilities in connection with the administration of the City programs will have any interest, direct or indirect, in the proceeds of the loan.
2. Bonus, Commission, or Fee -- The Applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of the loan application or any other approval or concurrence required by the City to complete application.

D. Subordination Policy

HAND will generally agree to subordinate the DP/CC second mortgage if the Applicant refinances under the following provisions and guidelines.. An appraisal of the property is required and must have been completed within the past six months of

the date of the subordination request. A Loan Estimate must be provided along with Title work. Loan to Value ratio shall not exceed 90%. This means the owner must have 10% equity in the property. The debt to income ratios shall continue to meet the DP/CC program requirements of 30/41. The primary loan must have a fixed interest rate. HAND must be notified at least two weeks in advance of closing. HAND charges a \$25.00 fee. A mortgagor can appeal the general requirements to the Redevelopment Commission.

I:\common\RDV\Program Guidelines\
DP-CC Assistance Program Regs-2008
Revised 12/22/06; 7/2/07; 5/22/08; 12/18/18

**19-03
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON
LOCATED WITHIN THE TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and buildings within the Bloomington’s Certified Technology Park (“RDC Property”); and

WHEREAS, this includes property purchased from Indiana University and property purchased from KNR Investments; and

WHEREAS, the RDC recognizes that there are ongoing maintenance costs associated with these properties; and

WHEREAS, in Resolution 17-95, the RDC provided funding for the maintenance of property it owns, including 627 N. Morton Street, within the Certified Technology Park through December 31, 2018; and

WHEREAS, the RDC wishes to approve the funding for the maintenance of property through December 31, 2019; and

WHEREAS, the funding for the maintenance shall come from the 444 Account, which is where rent has been deposited; and

WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC Property. Invoices for maintenance costs associated with the RDC Property that are more than Five Thousand Dollars (\$5,000) must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds Two Thousand Five Hundred Dollars (\$2,500), Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting.

2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington Controller shall not directly pay for or reimburse expenditures totaling more than Fifty Thousand Dollars (\$50,000).

3. The authorizations provided by this Resolution shall commence on January 7, 2019, and shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

19-04
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AMENDED CONTRACT BETWEEN THE REDEVELOPMENT COMMISSION AND CITY OF BLOOMINGTON AND FC TUCKER COMMERCIAL

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, in Resolution 18-73, the RDC approved a Project Review and Approval Form (“Form”) supporting the hiring of a commercial broker for the marketing, sale, and procurement of RDC-owned and funding property (“Project”); and

WHEREAS, the RDC approved an agreement with FC Tucker in Resolution 18-77; and

WHEREAS, upon negotiation with FC Tucker, the agreement was amended to clarify the commission rate and to include the possibility of a long-term commercial leasing agreement; and

WHEREAS, the amended agreement that was signed by FC Tucker is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Project pursuant to the terms of the Agreement; and

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.
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 Bond.
3. The RDC hereby approves the Agreement as amended in Exhibit A. In all other respects, the authorizations in Resolution 18-77 shall remain unchanged.
4. The RDC hereby authorizes its President to sign the amended Agreement on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

Professional Services Agreement

This Professional Services Agreement is by and between T.A. Bloomington, Inc. d/b/a F.C. Tucker/Bloomington, Realtors (referred to herein as "Contractor," "F.C. Tucker") and the City of Bloomington, Indiana, and its Redevelopment Commission (referred to herein collectively as the "City"), effective this 21st day of December, 2018. The City retains the Contractor on the terms and conditions set forth below:

RECITALS

WHEREAS, the City desires to retain Contractor and Contractor desires to be retained to provide professional property consulting services to the City.

WHEREAS, the Parties enter this Agreement to set forth the terms and conditions of Contractor's services to the City, to address certain, specific matters related to such services.

Now, therefore, in exchange for mutual and beneficial consideration, which the parties agree is sufficient, the parties agree to the following terms of this Agreement:

1. **Term of Service.** The term of this Agreement shall begin on the 21st day of December, 2018, and shall continue for successive one (1) year periods, automatically renewing for one (1) year periods, except as expressly provided by this Agreement.
2. **Duties and Position.** City retains the Contractor to perform consulting services relating to real estate and property matters. The specific duties of the position are described in Exhibit "A," attached hereto and by reference incorporated herein. It is agreed and understood by the parties that the scope of the Agreement shall be modified from time-to-time and over the course of this Agreement to reflect and include specific projects and properties on which the City consults with Contractor.
3. **Compensation.** Upon performance of its consulting duties, City will pay the Contractor a base rate of One Hundred and Twenty-Five Dollars (\$125.00) per hour for services of Contractor ("Compensation"). In addition, Contractor shall receive reimbursement for pre-approved actual out-of-pocket expenses incurred by Contractor not including routine, day-to-day office expenses incurred in the normal course. Contractor shall invoice for services on a monthly basis, detailing the services provided, including reference to specific properties where applicable, and such invoice shall be paid by the City within forty-five (45) days of the date of such invoice. Unpaid invoices shall accrue interest at the rate of 1.5% monthly until paid in full.
4. **Additional Commission.** Contractor shall be entitled to Additional Commission for the sale and/or purchase of property by the City as follows:

4a. Purchase or Lease of Property. During the term of this Agreement and for a period of one hundred and eighty days (180) after termination, for whatever reason, in the event the City or RDC (or its related parties or assignees) purchase or lease property and Contractor has advised

and consulted with the City regarding that property, Contractor shall represent the City as the City's broker and shall be entitled to receipt of a Commission on the purchase or lease of the property, if a commission is included as a condition of the transaction, unless otherwise agreed to in writing by the Parties. Such Commission, if paid to Contractor, may be subject to and reduced by the amount of Compensation paid to the Contractor for consultation services, but only with regard to consultation on that specific property subject to purchase or lease, as identified on an Addendum executed by and between the Parties.

4b. Sale or Lease of Property. In the event the City or RDC (or its related parties or assignees) elects to sell or Lease a property specified to Contractor in advance by the City and RDC, Contractor shall serve as the listing broker for the transaction and the City shall enter into a Listing Agreement in form and substance as provided in Exhibit "B," attached hereto with a broker commission of six percent (6%). Contractor shall be entitled to a Commission in the amount of four percent (4%) of the sale or lease price if no other broker or party representative is entitled to cooperative share or commission in the transaction, and Contractor shall be entitled to a commission of three percent (3%) as a cooperative share of the sale or lease price if there is another broker representing a buyer in the transaction, unless otherwise agreed to in writing by the Parties, payable in accordance with the Listing Agreement, less any consulting fees associated with the sale of such property.

4c. Leases. For the purposes of this Agreement, Consultant shall be paid only an hourly rate for services provided for leaseholds negotiated on behalf of the City that constitute bargain or charitable leases (e.g., significantly below market-value); or, capital-financed or public-private partnership leases (such as a capital improvement project) and Consultant shall not earn commissions for those type of transactions, which transactions shall be identified by the parties as such at inception of the work.

5. Insurance. During the performance of any and all Services under this Agreement, Contractor 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 (maintained by Chris Cockerham for purposes of this Agreement).

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.

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 RDC, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile policies, and such policies

shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement. In the event Contractor has employees or subcontractors working under this Professional Services Agreement, then in such event, Contractor shall ensure that each person working hereunder is included as insured under any policy held by Contractor.

6. **Liability and Indemnification.** City and Contractor acknowledge and agree that the services to be performed by Contractor under this Agreement are to be performed at Contractor's risk and Contractor assumes all responsibility for any damages or injuries that may result from the performance of services under this Agreement and for any worker retained by Contractor, whether as an employee or subcontractor. Contractor agrees to indemnify and hold harmless City from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with Contractor's services provided under this Agreement, which includes but is not limited to claims for indemnification and attorney fees. Contractor shall bear any and all costs of obtaining and maintaining for the term of this Agreement expenses for work performed, required licensing, permits, liability insurance. Notwithstanding the above, in the event of City negligence, by act and/or omission Contractor shall not be liable for any damages arising therefrom and the City shall indemnify and hold Contractor Harmless, including all damages and reasonable attorney fees incurred by Contractor.
7. **Tax Liability.** Contractor shall exonerate, indemnify, and hold harmless City from and against, and shall assume full responsibility for, payment of taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, social security, and income tax laws or other assessment, liens or charges with respect to all of Contractor's services under this Agreement, which indemnification shall include damages, costs, and attorney fees.
8. **Termination of Services.** The parties agree and understand that the services are "at-will" and may be terminated by Contractor or the City, with or without cause, by providing a written notice of not less than thirty (30) days prior to the date of termination. At the time of termination, all sums due Contractor and executory contract obligations of the parties shall be enforceable according to its terms, which obligations shall survive termination of this Agreement.
9. **Breach.** In the event of a breach of this Agreement, the non-breaching party shall be entitled to exercise all rights and remedies available at law and/or equity and shall further be entitled to damages, reimbursement of expenses, including reasonable legal fees.

10. **Jurisdiction.** Any claim arising out of or relating to this Agreement shall be determined by a court sitting in Monroe County, Indiana.
11. **Effect of Prior Agreements.** This Agreement supersedes any prior agreement with City, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor of any kind elsewhere provided and not expressly provided in this Agreement.
12. **Limited Effect of Waiver by City.** A waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of later breaches.
13. **Severability.** In the event any term, covenant, or condition hereof is declared, by a Court of competent jurisdiction, to be invalid or otherwise unenforceable, the validity and/or enforceability of the remaining terms, covenants, and conditions shall in no way be affected or impaired. In any such event, this Agreement shall be enforced as if such invalid or unenforceable term, covenant, or condition were not included.
14. **Modifications.** Upon execution, this instrument represents the entire Agreement of City and the Contractor. It may be altered only by a written agreement signed by the parties and the parties agree that each Addendum and/or Listing Agreement executed by and between the parties shall constitute and form a part of this Agreement and subject to the terms hereof.
15. **Choice of Law.** This Agreement is entered into in the State of Indiana and the laws of this state shall apply to any dispute concerning the Agreement.
16. **Non-discrimination.** Contractor 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.
17. **E-Verify.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor 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. Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City 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 Contractor. If the City terminates

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

18. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit "D" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
19. **Notices.** Any notice to be given under this Agreement shall be deemed given in person or, in writing, if sent by certified mail to the address of the party below except if a party has provided an alternative address for notice purposes:

F.C. Tucker: John L. West, FC Tucker/Bloomington, Realtors
487 S. Clarizz Blvd.
Bloomington, Indiana 47401

City: City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Copy to: Redevelopment Commission
P.O. Box 130
401 N. Morton Street, Suite 220
Bloomington, IN 47404

20. **Intent to be Bound.** The City 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.
21. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City 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.

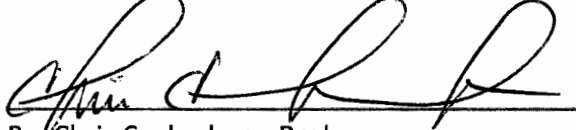
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CONTRACTOR

T.A. Bloomington, Inc. dba F.C. Tucker/
Bloomington, Realtors




By: John L. West, President & Principal Owner



By: Chris Cockerham, Broker

CITY OF BLOOMINGTON, INDIANA



By: Philippa Guthrie, Corporation Counsel

REDEVELOPMENT COMMISSION

By: Donald Griffin, President

This Agreement Prepared by:
Angela F. Parker, Attorney at
Law CARMINPARKER, PC
PO Box 2639
Bloomington, IN 47402
angela@carminparker.com
Tele: 812.332.6556. Ext 2

412203/7088.32/12.20.2018

EXHIBIT C

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 President of T.A. Bloomington, Inc d/b/a FC Tucker/Bloomington, REALTORS
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services;
 - OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
 Signature
President
 Title

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared John L West Jr and acknowledged the execution of the foregoing this 21st day of December, 2018.

Cheryl H Patton
Notary Public's Signature

Cheryl H Patton
Printed Name of Notary Public

My Commission Expires: April 5, 2023
County of Residence: Monroe
Commission Number: 664794



EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)


NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

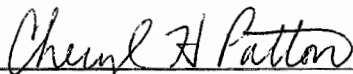
Dated this 21st day of December, 2018.

By: 

Title: President

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared John L West Jr and acknowledged the execution of the foregoing this 21st day of December, 2018.


Notary Public's Signature

Cheryl H Patton
Printed Name of Notary Public

My Commission Expires: April 5, 2023
County of Residence: Monroe
Commission Number: 664794



**19-05
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED CONTRACT BETWEEN THE REDEVELOPMENT
COMMISSION AND CITY OF BLOOMINGTON AND COLLIERS INTERNATIONAL**

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, in Resolution 18-74, the RDC approved a Project Review and Approval Form (“Form”) supporting the hiring of a commercial broker for the marketing, sale, and procurement of property in and around the Trades District (“Project”); and

WHEREAS, the RDC approved an agreement with Colliers International in Resolution 18-78; and

WHEREAS, upon negotiation with Colliers International, the agreement was amended to clarify and make the termination provision parallel with the agreement approved in Resolution 18-77; and

WHEREAS, the amended agreement that was signed by Colliers International is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Project pursuant to the terms of the Agreement; and

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.
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 Bond.
3. The RDC hereby approves the Agreement as amended in Exhibit A. In all other respects, the authorizations in Resolution 18-78 shall remain unchanged.
4. The RDC hereby authorizes its President to sign the Agreement on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

EXCLUSIVE CONSULTING AND SALES LISTING AGREEMENT

THIS EXCLUSIVE CONSULTING AND SALES LISTING AGREEMENT ("Agreement") is entered the 4th day of December, 2018, by and between COLLIERS INTERNATIONAL INDIANA, LLC, an Indiana Limited Liability Corporation with an office located at 116 ½ S. College Avenue, Bloomington, Indiana, 47404 ("COLLIERS") and the CITY OF BLOOMINGTON, INDIANA, with an address at 401 N. Morton Street, Bloomington, Indiana 47402 ("City"),

RECITALS

WHEREAS, City and/or City's Affiliates own certain land, buildings and improvements as more fully described on Exhibits A-1 and A-2, attached hereto and incorporated herein by reference (the "Property" or "Properties"), and

WHEREAS, City desires to engage COLLIERS as its exclusive consultant, advisor and broker, and to grant to COLLIERS the exclusive right, to list for sale the Property, and COLLIERS is agreeable to such engagement on the terms and conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter expressed, the parties hereto agree as follows:

ARTICLE ONE
APPOINTMENT

1.1. Consulting; Exclusive Right to Sell. COLLIERS shall perform the consulting services described in Exhibit B-1, and upon delivery of notice thereof to proceed with the transactions contemplated therein, the City hereby appoint COLLIERS as its exclusive agent and grants COLLIERS the exclusive right to solicit and procure prospective purchasers for the Property (or portions thereof) in the manner described in Exhibit B-1. Upon receipt of such notice, COLLIERS shall accept the appointment and agrees to act in good faith and use diligent efforts to perform the brokerage and disposition services required by this Agreement and as described in Exhibit B-1.

1.2. Definition of "Sale" or "Purchase". As used in this Agreement, the term "sale" or "purchase," in reference to the Property, shall include a sale or exchange of the Property, the granting of an option to purchase the Property, or any other transfer, conveyance, or contribution of a controlling interest in the Property or in the entity which owns the Property.

1.3. Listing Price. The listing price, if any, for the Properties, shall be established following Phase 5, and shall be pursuant to terms and conditions as acceptable to City in its sole and absolute discretion.

ARTICLE TWO
TERM

2.1. Term of Agreement. The term ("Term") of this Agreement shall commence on the date hereof and shall end at midnight, December 31, 2020, unless sooner terminated or extended in accordance with the provisions of this Agreement. The Term shall be extended only by an agreement in writing signed by the parties hereto.

2.2. Commission after Expiration. City shall pay the Commission listed in Exhibit C to COLLIERS if the City (a) sells or transfers the Property to a purchaser during the Term; (b) sells or transfers the Property to a purchaser pursuant to a contract for sale (as the same may be amended) entered into during the Term, or (c) sells or transfers the Property to a purchaser pursuant to a contract for sale (as the same may be amended) entered into within one hundred eighty (180) days after the Term if, and only if, the following terms are met: (i) COLLIERS shall have submitted to the City the name of the prospective purchaser during the Term or otherwise presented to City in writing the name of such prospective purchaser on or prior to the date which is ten (10) business days after the termination of the Term, and (ii) such prospective purchaser shall be a party with whom COLLIERS had contacted or presented offering materials regarding the sale of the Property during the Term, provided, however, that if a written offer has been submitted by a prospective purchaser and was communicated to the City prior to the termination of the Term then it shall not be necessary to include such prospective purchaser in the listing required under (i) and (ii) above.

2.3. Termination of Services. Commencing on January 1, 2020, the parties agree and understand that the services are "at-will" and may be terminated by Contractor or the City, with or without cause, by providing written notice of not less than thirty (30) days prior to the date of termination. At the time of termination, all sums due Contractor and executory contract obligations of the parties shall be enforceable according to its terms, which obligations shall survive termination of this Agreement.

ARTICLE THREE
COLLIERS' REPRESENTATIONS AND DUTIES

3.1. Licensing. COLLIERS hereby represents that it and its personnel providing services are, to the extent required by law, duly licensed. COLLIERS shall, at its expense, obtain and keep in full force and effect throughout the Term of this Agreement all licenses and permits required to be maintained by COLLIERS in connection with the rendering of the services.

3.2. Performance of Services. COLLIERS shall perform the services through able, qualified and trained personnel of COLLIERS in sufficient number to properly render the services in the manner appropriate for the Property as required by this Agreement. COLLIERS shall have the exclusive right to hire, direct, discipline, compensate and terminate the personnel of COLLIERS, and shall exercise complete and exclusive control over the conduct of COLLIERS's personnel. In addition:

(a) Negotiations and Legal and Tax Advice. All negotiations with prospective purchasers shall be conducted by COLLIERS in conjunction with City and City's counsel. City and its counsel shall be responsible for determining the legal sufficiency of the purchase and sale agreement and all other documents relating to any transaction contemplated by this Agreement; and City and its financial

advisors shall be solely responsible for determining the tax consequences of any transaction contemplated under this Agreement.

3.3. Staffing. COLLIERS's listing team for purposes of implementing the obligations of COLLIERS hereunder shall consist of Dave Harstad, as assisted from time-to-time by other COLLIERS brokers at the discretion of Dave Harstad (the "Listing Team"). City and COLLIERS appoint the Listing Team as City's legal agent, to the exclusion of all other COLLIERS-affiliated brokers and salespersons (the "Non-listing Team Agents"), The Listing Team shall assume primary responsibility for the initiation of all discussions and the conduct of all negotiations with prospective purchasers on the part of COLLIERS. COLLIERS may replace any member of the Listing Team during the Term in the event a member of the Listing Team dies, becomes incapacitated or terminates his/her employment with COLLIERS, provided such replacement individual has similar or greater experience than the replaced member and provided that City consents, which consent shall not be unreasonably withheld. Upon written request by City, any member of the Listing Team shall be replaced by another qualified salesperson employed by COLLIERS, subject to City's approval, which approval shall not be unreasonably withheld. For compensation purposes, Non-Listing Team Agents who represent prospective purchasers shall be treated as Cooperating Brokers under Section 3.55 below.

3.4. Confidentiality.

(a) As used in this Agreement, the term "Confidential Information" means information provided by City to COLLIERS pertaining to the Property which City believes in good faith contains legally protectable and/or otherwise confidential trade secrets, non-public research, development, or commercial information and that City designates in writing as confidential at the time it is provided to COLLIERS, Confidential Information does not include information that (i) was known to COLLIERS at the time it was provided by City, (ii) was publicly available at the time it was provided by City or thereafter becomes publicly available without breach by COLLIERS of its obligations hereunder, (iii) becomes available to COLLIERS on a non-confidential basis from a source other than City or its representatives, (iv) can be shown to have been developed independently by COLLIERS, (v) is required to be disclosed by court order, regulation, or other law or legal process; or (vi) is approved for release by written agreement of City.

(b) For a period of two (2) years from the date of disclosure of any Confidential Information to COLLIERS, COLLIERS agrees to hold such Confidential Information in trust and confidence for City, and agrees not to use Confidential Information other than as required in the performance of its obligations under this Agreement, which shall include disclosure to COLLIERS's personnel who have a need to know.

3.5. Cooperating Brokers. COLLIERS and the Listing Team are authorized to solicit and cooperate with other real estate brokers, including Non-Listing Team Agents, who represent prospective purchasers for the Property ("Cooperating Brokers"), COLLIERS shall not be responsible for payment of any Cooperating Broker fee or commission due and payable as a result of a sale of the Property except as provided in this agreement in Exhibit C. COLLIERS shall not be obligated to provide any marketing materials or other information to any Cooperating Broker representing a prospective purchaser unless such Cooperating Broker (i) represents the prospective purchaser pursuant to a written agreement, a copy of which is furnished to COLLIERS, including confirmation that neither COLLIERS nor City will be responsible to pay any Cooperating Broker fee, commission or other compensation, unless a written commission agreement is duly signed by both the City and the Cooperating Broker and (ii) executes and delivers to COLLIERS A

confidentiality agreement, if required by City and on City's form.

3.6. Nondiscrimination. City and COLLIERS agree that the Property will be offered in compliance with all applicable federal, state and local anti-discrimination laws and regulations.

3.7. Compliance with Laws. COLLIERS shall comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, the Property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments (hereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Notwithstanding anything contained herein to the contrary, City acknowledges that COLLIERS is required by law to disclose all adverse material facts or risks actually known concerning the physical condition of the Property and facts required by statute or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the buyer or tenant.

ARTICLE FOUR COLLIERS'S AUTHORITY

4.1. Limitation of COLLIERS's Authority. Notwithstanding any designation of COLLIERS as "agent" in this Agreement, COLLIERS shall have no right, power or authority to enter into any agreement with any prospective purchaser, real estate broker or any other person in the name of, on behalf of, or otherwise binding upon City, nor may COLLIERS create any other obligations or liabilities binding on City, except as otherwise provided by applicable law.

ARTICLE FIVE FEES AND EXPENSES

5.1. Calculation of Fee. COLLIERS's sole and exclusive compensation for its services hereunder (the "Fee") shall be calculated as provided on Exhibit C.

ARTICLE SIX CITY'S RIGHTS AND OBLIGATIONS

6.1. Refer All Inquiries. City shall cooperate with COLLIERS in bringing about a sale of the Property, shall provide all available information to permit COLLIERS to properly market the Property in accordance with the terms of this Agreement, and shall immediately refer to COLLIERS all offers and inquiries received from brokers, prospective purchasers or anyone else interested in the Property.

6.2. Rights Reserved By City. City reserves the right, in all events and in City's sole and unfettered discretion, to approve, modify or disapprove any and all proposals and offers regarding pricing, marketing and terms of sale of the Property, and to approve or reject any prospective purchaser. City reserves the right to adjust the terms and conditions of any offer made or received, including, but not limited to, adjustment of the offering price for the Property upward or downward.

6.3. FIRPTA. City represents that it is the owner of the property and that, except as may be disclosed in

writing to COLLIERS, no person or entity who has an ownership interest in the property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").

6.4. Hazardous Materials. The Property is being sold in an "as-is" condition, without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related thereto, including zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks ("Hazardous Materials") in, on, or about the Property. Prospective purchasers shall be advised of this fact and shall be allowed to make independent investigations of the Property made by their own experts, at their own expense, language reflecting the above shall be inserted into any purchase and sale agreement entered into by City, which language shall also disclaim any such representations regarding the condition of the Property by COLLIERS and any reliance on such representations by the prospective purchaser.

Pursuant to any purchase contract, the City and prospective purchaser may be responsible for retaining qualified experts to detect and/or remediate any current, past or potential Hazardous Materials in, on or about the Property. City hereby releases and forever discharges COLLIERS, its directors, officers, employees, agents, successors and assigns from any and all actions, causes of action, suits, covenants, judgments, claims and demands whatsoever, in law or in equity, for or on account of or in any manner connected with Hazardous Materials in, on or about the Property and the violation of any federal, state or local law, statute, ordinance or regulation, any court or administrative order or decree or private agreement relating to the collection, storage, treatment or disposal of hazardous materials, excluding any such claims arising out of COLLIERS' gross negligence or intentional wrongful conduct.

6.5. Compliance with Laws. City agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, any Property that is the subject of an acquisition or proposed acquisition or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

6.6. OFAC Screening. COLLIERS and City represent and warrant to the other that they are currently in compliance with, and shall use their best efforts at all times (during the term of this Agreement (including any extension thereof) to remain in compliance with, the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury, and any statute, executive order or other governmental action relating thereto, including, but not limited to, Executive Order 13224 (dated September 23, 2001) "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism".

ARTICLE SEVEN CONFLICTS OF INTEREST

7.1. Limited Agency. City acknowledges that COLLIERS is a large national real estate firm, and that in some cases COLLIERS may also represent prospective purchasers. City desires that the Property be presented to such persons or entities, and consents to COLLIERS appointing Dave Harstad as the legal agent of City, to the exclusion of all other licensees of COLLIERS (individually or collectively referred to as "City's Designated Agent(s)"), and different designated representative(s) to act on behalf of such

prospective tenants or purchasers to the exclusion of all other COLLIERS-affiliated real estate licensees ("Purchaser's/Tenant's Designated Agents"). City acknowledges that, in such event, COLLIERS's principal broker shall not represent either party to the transaction. In the event the City's Designated Agent(s) represent(s) both City and a prospective purchaser or tenant, COLLIERS shall obtain City's consent to such limited agency in the form attached hereto as Exhibit D. City also acknowledges that COLLIERS, through one or more of its employees, may work with or represent other parties selling or leasing property similar to the Property and City consents to the same. Designated Agent(s) shall not disclose the material or confidential information of any principal to any other principal.

7.2. Other Interests. City acknowledges that, from time to time, COLLIERS may provide to other persons or other properties services that are similar to or in conflict with those that are to be provided pursuant to this Agreement, including, for example, listing other properties which may be competitive with the Property and showing prospective purchasers other properties in addition to the Property. Such other persons and/or properties may be in direct or indirect competition with City, and City consents thereto, provided that COLLIERS shall not disclose the confidential information of City.

ARTICLE EIGHT INDEMNIFICATION

8.1. Indemnification By COLLIERS. COLLIERS agrees to indemnify and defend City from and against all liability, damages, losses and expenses resulting from claims or causes of action by a third party (collectively, "Claims") based solely upon COLLIERS's wrongful act, failure to act, or misrepresentation. Such obligation to defend and indemnify will not apply, however, if the claim or cause of action is based upon or arises in any way out of an act, failure to act or misrepresentation of any other person or entity, including, but not limited to, City providing to COLLIERS incorrect information or failing to disclose to COLLIERS information which should have otherwise been disclosed to such claimant or to COLLIERS. COLLIERS will have the sole and absolute right to select and employ an attorney or attorneys to defend against such Claim and City will cooperate with COLLIERS and its attorneys in connection with the resolution of any Claims.

8.2. Indemnification By City. City agrees to indemnify and defend COLLIERS from and against all Claims by a third party based solely upon City's wrongful act, failure to act, or misrepresentation, including, but not limited to, City providing to COLLIERS incorrect information or failing to disclose to COLLIERS information which should have otherwise been disclosed to *such* claimant or to COLLIERS, City will have the sole and absolute right to select and employ an attorney or attorneys to defend against such Claim and COLLIERS will cooperate *with City* and with its attorneys.

8.3. Procedure. If either party (an "Indemnified Party") notifies the other party (the "Indemnifying Party") of any Claim for which the Indemnified Party is entitled to indemnification pursuant to his Article, the Indemnifying Party shall, within fifteen (15) days following receipt of such notice, notify the Indemnified Party whether it will assume defense of such Claim, assume defense of such Claim with a reservation of rights, or reject defense of such claim. If the Indemnifying Party fails or refuses to defend such Claim or fails to timely give the notice required by this section, the Indemnified Party shall then have the right to employ counsel at the expense of the Indemnifying Party. If an Indemnifying Party assumes the defense with a reservation of rights, the Indemnified Party shall have the right to employ counsel at its

expense and participate in the defense with the full cooperation of the Indemnifying Party. With respect to any Claim for which an Indemnifying Party assumes defense without a reservation of rights, such Indemnifying Party shall have the right to defend such action, employ counsel of its choice, and negotiate and early out any settlement of such action. Notwithstanding the foregoing, an Indemnifying Party shall not, without the prior written consent of the Indemnified Party, (i) settle or compromise any Claim or consent to the entry of any judgment in which the Indemnifying Party receives a more comprehensive release or hold harmless than the Indemnified Party, provided that such settlement, compromise or judgment shall not affect the continuing obligation of the Indemnifying Party to indemnify the Indemnified Party hereunder; or (ii) settle or compromise any action, suit, proceeding or claim in any manner that may adversely affect the Indemnified Party or obligate the indemnified Party to pay any sum or perform any obligation.

ARTICLE NINE
NOTICES

9.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be sent by a nationally recognized courier service or personally delivered (including by means of professional messenger service), or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic transmission and promptly confirmed in writing, to the addresses set forth below, and shall be deemed received when actually received.

To CITY:	Attn: Alex Crowley City of Bloomington 401 N. Morton Street Bloomington, IN 47402 crowleya@bloomington.in.gov	Copy to:	Attn: Larry Allen Bloomington Legal Dept. 401 N. Morton Street, Ste. 220 Bloomington, IN 47402 legal@bloomington.in.gov
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To COLLIERS: Attn: Dave Harstad
COLLIERS INTERNATIONAL
116 ½ S. College Avenue, Suite 14,
Bloomington, IN 47404
dave.harstad@colliers.com

9.2. Change of Notice. Notice of a change in address shall be given by notice in the manner set forth in this Article.

ARTICLE TEN
GENERAL PROVISIONS

10.1. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Indiana.

10.2. Disputes.

(a) Any claim, controversy or dispute (a "Dispute"), whether sounding in contract, statute, tort, fraud,

misrepresentation or other legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties to this Agreement or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be subject to this section.

(b) The venue of any Dispute, in the case of any Dispute relating solely to one or more properties located within a single state, shall be the jurisdiction where the Property is located or in which the claim arose, and shall be any appropriate jurisdiction in all other instances.

(c) Neither party shall be entitled to punitive damages, and the parties hereby waive all rights to, and claims for, relief other than for compensatory damages. The prevailing party in any Dispute shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements incurred in connection with any Dispute.

(d) Each party waives its right to a trial jury with respect to any Dispute.

10.3. Amendment, Modification and Termination. This Agreement may be amended, modified or terminated only by written agreement of COLLIERS and City.

10.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party.

10.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.7. Due Authority. Each individual signing this Agreement on behalf of a party warrants and represents to the other party that he has the authority to execute this Agreement on such party's behalf and to bind such party to the terms hereof.

10.8. Severability. In the event any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of the Agreement.

10.9. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

10.10. Entire Agreement. This Agreement, including the Exhibits hereto, sets forth the entire agreement and understanding of the parties hereto with respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations and warranties, whether oral or written, by any officer, employee or representative of any party hereto.

10.11. Foreclosure. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then COLLIERS may, in its sole and absolute discretion (i) suspend this Agreement until such time as COLLIERS may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate this Agreement and be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

10.12. Bankruptcy. In the event that the Property comes under the jurisdiction of a bankruptcy court, City shall immediately notify COLLIERS of the same, and shall promptly take all steps necessary to obtain court approval of COLLIERS's appointment, unless COLLIERS shall elect to terminate this Agreement upon said notice.

10.13 Non-discrimination. COLLIERS 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.

10.14 E-Verify. COLLIERS is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. COLLIERS shall sign an affidavit, attached as Exhibit E, affirming that COLLIERS 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. COLLIERS and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that COLLIERS or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that COLLIERS or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify COLLIERS or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If COLLIERS or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that COLLIERS or subcontractor did not knowingly employ an unauthorized alien. If COLLIERS or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City 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 contractor. If the City terminates the contract, COLLIERS or subcontractor is liable to the City for actual damages. COLLIERS shall require any subcontractors performing work under this contract to certify to COLLIERS 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. COLLIERS shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

10.15 Non-Collusion. COLLIERS is required to certify that it has not, nor has any other member, representative, or agent of COLLIERS, entered into any collusion by agreement or otherwise 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. COLLIERS shall swear under oath, via signed affidavit, attached as Exhibit F and by this reference incorporated herein, that COLLIERS has not engaged in any collusive conduct.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and COLLIERS, through their duly authorized representatives, as of the day and year first above written.

The undersigned City hereby acknowledges receipt of a copy of this Agreement.

City of Bloomington

Signature Phillippa M. Guthrie
Printed Phillippa M. Guthrie
Title Corporation Counsel

Colliers International Indiana, LLC

Signature David G. Harston
Printed DAVID G. HARSTON
Title SENIOR VP & MANAGING
BROKER

Bloomington Redevelopment Commission

Signature _____
Donald Griffin, President

Attest _____
Mary Alice Rickert, Secretary

CITY OF BLOOMINGTON
Controller

Reviewed by:

[Signature]
DATE: 12-20-18
FUND/ACCT: VARIOUS 432-

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12/14/18

**Exhibit A-1
Property**

Those lots highlighted in yellow, below, as well as those areas depicted on Exhibit A-2 constitute the "Property" or "Properties."

NOTE: Unless otherwise agreed to in writing, only those lots highlighted in yellow and those identified in Exhibit A-2 as Lots 1, 3, and 4 shall be included in the Property. The lots on Morton Street identified in Exhibit A-2 as Lots 2 and 5 are excluded unless agreed to in writing by the parties. Notwithstanding foregoing, the City reserves the right to exclude from the Property the three southernmost lots on Morton Street (i.e., the Admin Building, Parking Lot, and Garage Lot) if they are purchased by certain purchasers or related entities that the City has negotiated with prior to the execution of this Agreement. The City may exclude these three properties by delivering to COLLIERS a written list of the excluded properties within fourteen (14) days of execution of this Agreement. All lots highlighted below and identified on Exhibit A-2 shall be included in the Property as to all other purchasers.



Exhibit A-2 Property

Lots #1, 3, and the "Kiln" portion of Lot #4, as depicted below are included in the "Property."
Lots 2 and 5 are not included in the "Property" unless agreed to in writing by the parties.

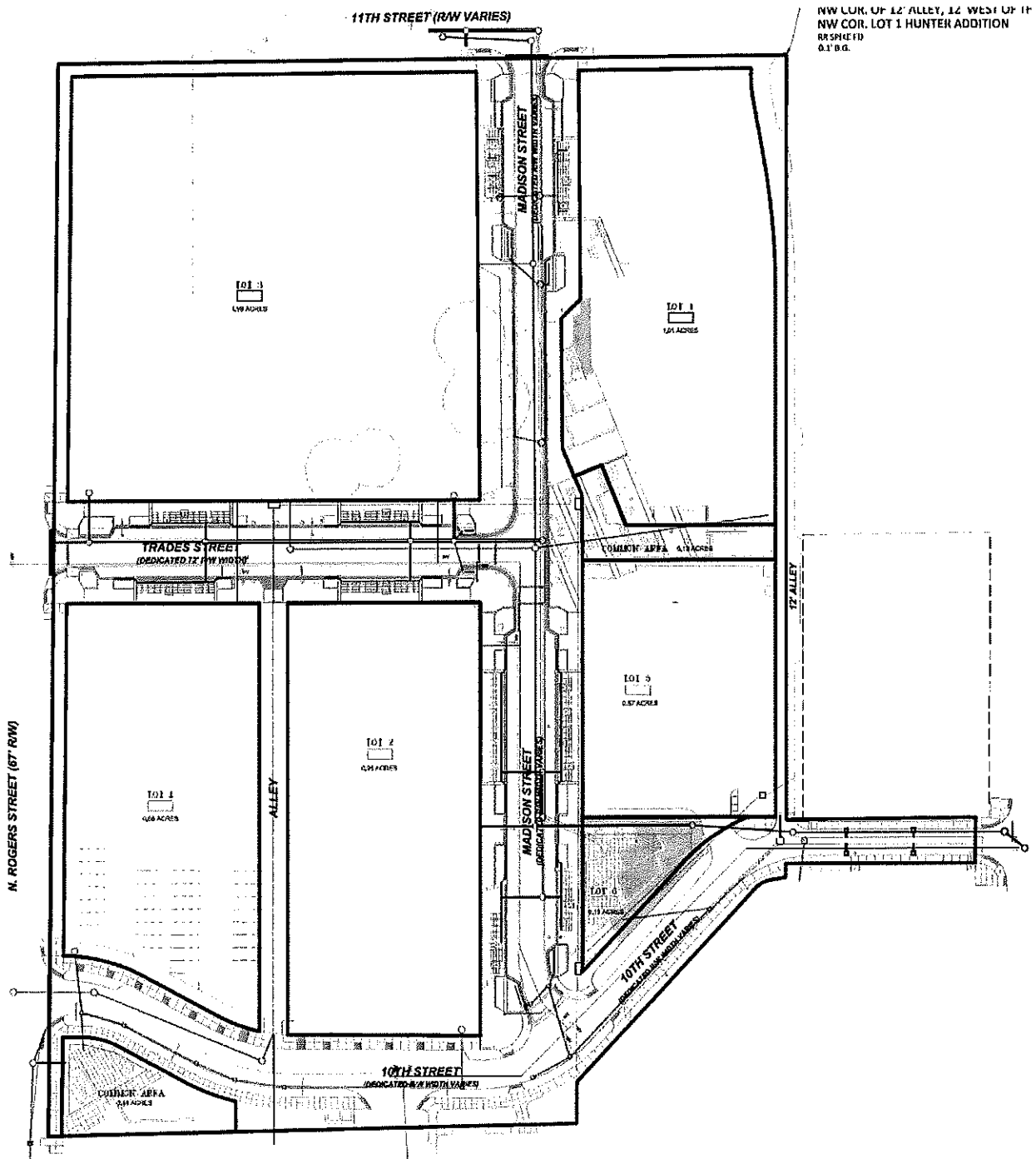


Exhibit B-1 Duties of Colliers

Phase 1 - Project Team/Process Solidification: Internal meetings to determine timeline and process for decision making. The purpose of Phase I is to define the process and team up front.

Phase 2 - Definition of Objectives: Profit is not the primary objective, but stewardship of taxpayer investment is of the utmost importance. Within that framework we need to define what's possible from both a market and political perspective, and then tailor our marketing efforts to target the most desirable uses and users for each site within the Trades District. Colliers will share market research and case studies.

Phase 3 – Site Conditions: Colliers needs to understand each of the sites (access, zoning, parking, utilities, etc.) and gather reports to be shared with prospects (included CAD files for designers). In addition, in order to have informed conversations with developers regarding construction cost and on-going operating/occupancy costs, Colliers will work with City Staff on the following:

Research and develop an operating strategy and plan for the District:

- Organization models to implement the operating plan, including a POA;
- Operations and maintenance to provide safe and clean common areas as well as foster innovation and collaboration;
- Funding models to operate and maintain the District and deliver programming for common areas to activate the District;
- A common area maintenance (CAM) budget and charge to be passed through to parcel developers and tenants.

Phase 4 – Marketing Materials: Broker agrees to obtain, prepare, and distribute professional, first-class marketing materials (which shall be approved in advance in writing by Seller). The services of outside consultants such as engineers, planners, or attorneys that are agreed to in writing by Owner in order to market the Property, complete due diligence or close the transaction, shall be paid for by Owner. Each parcel within the Trades District may require a tailored approach to marketing. For some areas, the best approach may be to issue a general marketing materials and/or requests for proposals and see what the market brings. For others we may develop a detailed criteria, with or without a proposal due date. Of course, each approach must conform with applicable laws.

In conjunction with City Staff, Colliers will craft a leasing and marketing strategy for the District:

- Competitive advantages and market positioning vis a vis other Indiana and peer communities to achieve economic development goals;
- District-level branding, signage, and wayfinding;
- District-level marketing communications including events, print, digital, social media, earned media, advertising, etc.;

- Parcel-level marketing plans based on the product type and vision, including tenant rep brokers, site selectors, RFQ/RFQ, commercial real estate listing sites, developer recruitment, IEDC shovel ready site, etc.

Phase 5 – Stakeholder Meetings: Given the high profile and public nature of the Trades District, multiple public and private stakeholders should be touched prior to going to market.

Phase 6 – Brokerage/Disposition Services. Colliers agrees to use its best efforts to promote the Property for sale, and to structure a disposition on terms acceptable to City. These efforts shall include familiarizing appropriate key personnel with the Property, causing, at Colliers's own cost, appropriate marketing materials to be prepared and distributed, and otherwise promoting and offering the Property, all at the time, in the manner and to the extent reasonably acceptable to City. Broker will assist City in the review and negotiation of proposed sale transactions, and in activities leading toward closing of a sale transaction acceptable to City. Broker will assist, to the extent reasonably necessary, both City and any purchaser(s) in coordinating the due diligence information and documentation necessary to effectively close the transaction(s) in a timely manner. Broker will specifically focus on the pricing of and/or negotiating the economic and business terms of the transaction(s), subject at all times to City's review and approval.

**EXHIBIT C
PAYMENT SCHEDULE**

Consulting

Upon completion of Phase 1-5 as described in Exhibit B-1, above, the City will pay Colliers a flat fee of \$10,000 ("Consulting Fee"). In the unlikely event Phases 1-5 are not completed during the term of this Agreement, and provided Colliers is not in material default, the City will pay Colliers a prorated portion of the Consulting Fee, as reasonably determined by Colliers, after good faith consultation with City.

Brokerage Transaction Fee(s)

After full payment of the Consulting Fee, Colliers will waive the first \$10,000 in transaction fee income it earns for property dispositions.

Upon the Disposition of any portion of the Property, Colliers will be paid a commission/transaction as follows:

- For transactions in which the City **is not** represented by a Cooperating Broker, the City shall pay to Colliers a fee equal to Four Percent (4%) of the greater of a) the gross sales proceeds of the Property that is the subject of the transaction or b) the City-approved appraised value of the Property that is the subject of the transaction.*
- For transactions in which the Buyer **is** represented by a Cooperating Broker, and the Cooperating Broker has provided to Colliers a purchaser representation agreement, the City shall pay to Colliers a fee equal to Six Percent (6%) of the greater of a) the gross sales proceeds of the Property that is the subject of the transaction or b) the appraised value of the Property that is the subject of the transaction.* Upon payment of the Six Percent Commission, Colliers will pay the co-operating Broker one-half of the Commission, or Three Percent (3%). NOTE: As described in Paragraph 3.3, above, non-Listing Team agents of Colliers who represent Buyers will be paid in the same manner as cooperating brokers from other firms. In order for a member of the Listing Team to be paid a 3% commission for purchaser representation, City and Colliers must agree in writing, as a part of the Disclosure of Limited Agency process outlined in Exhibit D. City and Colliers agree that in order to be entitled to be paid a fee, any Cooperating Broker shall be required to sign a commission agreement, to which the City of Bloomington shall be a party. Colliers shall be not required to enter the Property into the MLS, or otherwise obligate itself to pay a cooperating broker fee to Realtors via a participant's agreement or similar arrangement.
- Notwithstanding the foregoing, no Transaction Fee shall be owned for conveyances of public right-of-way, common areas, and/or utility easements.

*The purpose of this approach is to provide a basis for calculating the Transaction Fee in situations where a parcel is conveyed for free or via bargain sale in order to incent the project, or where all or part of the consideration is a land swap.

EXHIBIT D
DISCLOSURE OF LIMITED AGENCY

Pursuant to Indiana Code § 25-34.1-10-12, INSERT NAME OF PARTY ("Seller/Landlord") and INSERT NAME OF OTHER PARTY ("Buyer/Tenant"), hereby consent to COLLIERS INTERNATIONAL INDIANA, LLC ("COLLIERS") and its affiliated licensees [INSERT NAME OF LICENSEE(S)] (collectively "Broker") acting as a limited agent (as that term is defined in Indiana Code § 25-31.1-10-7), between Seller/Landlord and Buyer/Tenant in connection with the sale and/or leasing of the real property located at INSERT PROPERTY ADDRESS ("Property").

Broker represents more than one party in the sale/lease of the Property and is working as a limited agent with the full knowledge and consent of both parties. Broker represents the following parties in this real estate transaction:

_____ Seller(s) and Buyer(s)

_____ Landlord(s) and Tenant(s)

In serving as a limited agent, Broker represents both the Seller/Landlord and the Buyer/Tenant, whose respective interests are different or even adverse, and Broker shall not disclose the following without the informed consent, its writing, of both the Seller/Landlord and the Buyer/Tenant:

- (A) Any material or confidential information, except adverse material facts or risks actually known by the Broker concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties;
- (B) That Buyer/Tenant will pay more than the offered purchase price or offered lease rate for the Property;
- (C) That Seller/Landlord will accept less than the listed price or lease rate for the Property;
- (D) What motivates a party to buy, sell, or lease the Property;
- (E) Other terms that would create a contractual advantage for one party over another party,

By virtue of Broker acting as a limited agent, there will be no imputation of knowledge or information between any party and Broker.

Neither party is required to consent to Broker acting as a limited agent in the sale and/or lease of the Property. By signing below, each party acknowledges that it has read and understands this form and voluntarily consents to Broker acting as a limited agent in connection with the sale and/or lease of the Property and agrees that Broker represents the interests of both parties to the real estate transaction, and that Broker will not reveal the confidential information of one party to the other party.

EXHIBIT E

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 SENIOR V.P of COLLICKS INTERNATIONAL INDIANA, LLC
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.

David G. Harstump
Signature

SENIOR VP
Title

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared DAVID G. HARSTUMP and acknowledged the execution of the foregoing this 5th day of DECEMBER, 2018.

Janice Denise Hoose
Notary Public's Signature

Janice Denise Hoose
Printed Name of Notary Public

My Commission Expires: 10/11/2021
County of Residence: Monroe
Commission Number: 16480007

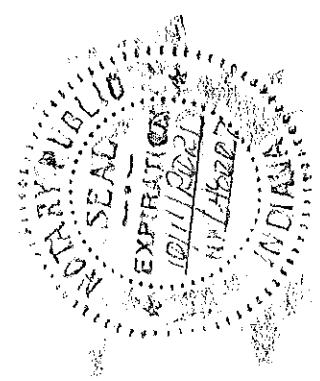


EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 5th day of DECEMBER, 2018.

By: *David G. Havstad*

Title: SENIOR VICE PRESIDENT

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared DAVID G. HAVSTAD and acknowledged the execution of the foregoing this 5th day of DECEMBER, 2018.

Janice Renee Rose
Notary Public's Signature

Janice Renee Rose
Printed Name of Notary Public

My Commission Expires: 10/11/2021
County of Residence: Monroe
Commission Number: 12480007



19-06
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

- WHEREAS, within the City of Bloomington, Indiana, a governmental unit and political subdivision of the State (the “City”), there has been created the City of Bloomington Redevelopment District (the “District”), governed by the City of Bloomington Redevelopment Commission (the “RDC”) operating under IC 36-7-14 and IC 36-7-25 and all related and supplemental statutes; and
- WHEREAS, the RDC is has the authority to issue bonds as part of its role governing the District; and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bonds for the purpose of funding construction of parking garages in Resolution 18-68; and
- WHEREAS, Ind. Code 36-7-14-25.1 and Ind. Code 6-1.1-17-20.5 require the approval of the issuance of the Bonds of the District by the legislative and fiscal body of the City—the City of Bloomington Common Council; and
- WHEREAS, in Common Council Resolution 18-25, which is attached to this Resolution as Exhibit A, the City of Bloomington Common Council approved issuance of TIF District Bonds for “Project Part B,” which was the acquisition and construction of the Trades District Parking Garage to serve Bloomington’s Certified Technology Park, also known as the Trades District; and
- WHEREAS, the aggregate amount of the bond series approved are not to exceed Ten Million Nine Hundred and Sixty Thousand Dollars (\$10,960,000); (b) the Bonds shall have a term not longer than twenty-two (22) years, commencing on the date of issuance of the Bonds; (c) the maximum interest rate on the Bonds shall not exceed six percent (6.0%) per annum; (d) there shall be no capitalized interest on the Bonds; and (e) the Bonds may be subject to redemption prior to maturity on any date not earlier than five (5) years following the date of issuance thereof, with such specific dates and redemption terms determined by the City Controller, upon the advice of the financial advisor to the Commission, at the time of the sale of the Bonds; and
- WHEREAS, the RDC is required to certify the Councils’ authorization for the issuance of TIF District Bonds.

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

The Redevelopment Commission hereby certifies Common Council Resolution 18-25, which authorized it to issue bonds for the Trades District Garage.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

ATTEST:

Secretary

Date

RESOLUTION 18-25

APPROVING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS OF THE CITY OF BLOOMINGTON REDEVELOPMENT DISTRICT TO FINANCE THE COSTS OF ACQUISITION AND CONSTRUCTION OF THE TRADES DISTRICT PARKING GARAGE IN THE BLOOMINGTON CONSOLIDATED ECONOMIC DEVELOPMENT AREA AND COSTS INCURRED IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS

WHEREAS, on October 15, 2018, the City of Bloomington Redevelopment Commission (the "Commission"), as governing body of the City of Bloomington Redevelopment District (the "District"), adopted a resolution (the "Bond Resolution"), authorizing the issuance of tax increment revenue bonds of the District, acting in the name of the City of Bloomington, Indiana (the "City"), designated as "City of Bloomington, Indiana Redevelopment District Tax Increment Revenue Bonds, Series 2018," in an aggregate principal amount not to exceed Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000) (the "Bonds"), for the purpose of financing the costs of acquisition and construction for two parking garages to be located in the District's Bloomington Consolidated Economic Development Area, together with the costs incurred in connection with and on account of issuance of the Bonds (collectively, the "Project"); and

WHEREAS, Ind. Code 36-7-14-25.1 and Ind. Code 6-1.1-17-20.5 require the approval of the issuance of the Bonds of the District by the legislative and fiscal body of the City; and

WHEREAS, under Ind. Code 36-7-14-25.1 in particular, the Common Council of the City (the "Council") must adopt a resolution specifying the public purpose of the bond, the use of the bond proceeds, the maximum principal amount of the bond, the term of the bond, the maximum interest rate of the bond and any provision for redemption before maturity and payment of capitalized interest; and

WHEREAS, the Commission's Bond Resolution permitted the two garages in the Project to be considered independently, and the Council wishes to consider the Project in two parts described and with the maximum aggregate principal amount as set forth below:

- Project Part A: the acquisition, demolition, and construction of the 4th Street Parking Garage, located at the south west corner of 4th and Walnut Streets in Bloomington, Indiana, in the aggregate principal amount not to exceed Eighteen Million Five Hundred and Forty Thousand Dollars (\$18,540,000);
- Project Part B: the acquisition and construction of the Trades District Parking Garage to serve the City's certified technology park, known as the Trades District, in the aggregate principal amount not to exceed Ten Million Nine Hundred and Sixty Thousand Dollars (\$10,960,000);

WHEREAS, the Council, as the legislative and fiscal body of the City, now desires to approve the issuance of the remainder of the Bonds for Project Part B, the Trades District Parking Garage.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, AS FOLLOWS:

SECTION 1. The Council hereby approves the sale and issuance of the Bonds in order to provide funds to finance the costs of the Project Part B, subject to the following conditions: (a) the maximum aggregate original principal amount of the Bonds for Project Part B shall not exceed Ten Million Nine Hundred and Sixty Thousand Dollars (\$10,960,000); (b) the Bonds shall have a term not longer than twenty-two (22) years, commencing on the date of issuance of the Bonds; (c) the maximum interest rate on the Bonds shall not exceed six percent (6.0%) per annum; (d) there shall be no capitalized interest on the Bonds; and (e) the Bonds may be subject to redemption prior

to maturity on any date not earlier than five (5) years following the date of issuance thereof, with such specific dates and redemption terms determined by the City Controller, upon the advice of the financial advisor to the Commission, at the time of the sale of the Bonds.


SECTION 2. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby repealed. The foregoing is not intended, nor shall it be construed, to adversely affect any ordinance or resolution (or parts thereof), applicable to the 2009 Bonds, the 2015 Bonds or the 2017 Bonds (as such terms are defined in the Bond Resolution) while such bonds are outstanding.

SECTION 3. If any sections, sentence or provision of this Resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.


SECTION 4. This Resolution shall be in full force and effect from and after its passage by the Council and its approval by the Mayor of the City.

PASSED by the Common Council of the City of Bloomington, Indiana, this 12th day of December, 2018.

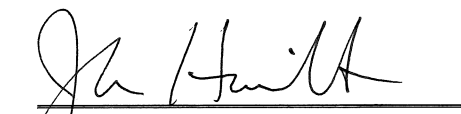

DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Indiana, this 13th day of December, 2018.


NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED this 13th day of December, 2018.


JOHN HAMILTON, Mayor
City of Bloomington

Synopsis

This resolution authorizes the issuance of a maximum of \$10.96 million in Tax Increment Revenue Bonds by the City of Bloomington Redevelopment Commission for the acquisition, construction, and bond issuance costs associated with the Trades District Parking Garage in the Bloomington Consolidated Economic Development Target Area, which the Council has labeled as Project Part B.