

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
*McCloskey Conference Room*  
**January 22, 2019**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 7, 2019
- III. EXAMINATION OF CLAIMS** –January 11, 2019 for \$30,497.34
- IV. EXAMINATION OF PAYROLL REGISTERS**–January 4, 2019 for \$29,669.22
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. CTP Update Report
- VI. NEW BUSINESS**
  - A. Resolution 19-07: Approval of Project Review and Approval Form Regarding Procurement and Installation of New Garbage and Recycling Receptacles Downtown
  - B. Resolution 19-08: Addendum to the Contract Regarding Parking Lot Management at the Convention Center
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, January 7, 2019, 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, Eric Sandweiss, and David Walter

Commissioners Absent: Mary Alice Rickert

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; Jeff Underwood, Controller; Larry Allen, Attorney, City Legal Department; Dan Niederman, Program Manager, Housing & Neighborhood Development

- II. READING OF THE MINUTES** - Sue Sgambelluri stated the correction made in the December 10, 2018, minutes was incorrect. She stated the minutes for December 10, 2018, should be corrected to reflect that Eric Sandweiss moved approval of Resolution 18-81 and Sue Sgambelluri seconded the motion. The December 17, 2018, minutes did not show that correction.

Sue Sgambelluri moved to approve the December 17, 2018, minutes as amended. David Walter seconded the motion. The board unanimously approved.

- III. EXAMINATION OF CLAIMS** – Eric Sandweiss moved to approve the claim register for December 28, 2018, for \$5,038,580.46. David Walter seconded the motion. The board unanimously approved.

- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri moved to approve the payroll register for December 21, 2018, for \$30,330.94. Eric Sandweiss seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** Doris Sims reported public hearings for 2019 CDBG Block Grants will begin this week

**B. Legal Report.** Larry Allen reported the City will replace some of the signage in the 4<sup>th</sup> Street Garage as part of the renovation, which will include 3 external signs. The external signs will identify entry, exit, and name of the garage.

The approval of the Trades District Bond for the Trades District garage is moving forward. An RFQ for an architect and engineer was approved today. Allen stated a design committee will be part of the architect and engineer selection. Allen asked for an RDC representative to sit on the committee. David Walter agreed to be the RDC representative.

**C. Treasurer's Report.** Jeff Underwood reported the City Council voted against issuing bonds for the replacement of the 4<sup>th</sup> Street Garage. They passed a resolution for the 4<sup>th</sup> Street Garage to be repaired for a period that would last 5 years. The garage is currently closed.

Underwood stated that a state law statute that was changed last session now requires the RDC to have a public session regarding the impact of TIFs on other tax paying entities. Underwood annually prepares a report that is sent to all taxing entities which will now

need to be presented during a public session. The deadline for a public session is June 30, 2019.

- D. CTP Update.** Alex Crowley stated exterior work on the Mill will continue during warmer weather.

Underwood said the solar installation on the Mill is almost finalized. The infrastructure on Madison is complete and most of the work on Maker Way is complete, with the exception of some landscaping and road work which will be finished in the spring.

Crowley stated an RFQ for a master developer for the hospital site was sent out. Trinitas and Browning were two applicants that were asked to speak to the hospital reuse committee. Crowley said he wants to bring both applicants to the RDC for a brief presentation and to provide the commission an opportunity to ask questions. He is trying to schedule the presentations for the January 22, 2019, commission meeting.

## **VI. NEW BUSINESS**

- A. Election of Officers:** David Walter moved to continue with the 2018 officers:

- Don Griffin – President
- Sue Sgambelluri – Vice-President
- Mary Alice Rickert – Secretary

Sue Sgambelluri seconded the motion. The board unanimously approved.

- B. Resolution 19-01: Approval of 2019 Meeting Schedule.**

Sue Sgambelluri moved to approve Resolution 19-01. David Walter seconded the motion. The board unanimously approved.

- C. Resolution 19-02: Amendment to Downpayment/Closing Cost Program Guidelines.** Dan Niederman stated HUD released a memo last year indicating that several items needed to be added to the downpayment/closing cost guidelines to bring them into compliance with HUD guidelines.

Eric Sandweiss asked for a few examples of specific changes. Niederman briefly explained the following changes:

- The maximum amount of assistance increased from \$5,000 to \$10,000
- Language was added to strengthen/clarify the types of loans HAND works with
- A third ratio was added when underwriting the loan (a modified back end ratio)
- Applicants need to have a minimum contribution
- Added examination of liquid assets
- Requires taking a homebuyer class and a 1-hour housing counseling session
- Added the subordination policy to the guidelines.

Sue Sgambelluri moved to approve Resolution 19-02. David Walter seconded the motion. The board unanimously approved.

- D. Resolution 19-03: Approval of Maintenance of Property Owned by the Redevelopment Commission and Located within the Trades District.** Underwood stated that this is an annual resolution for maintenance within the Trades District. Maintenance includes snow plowing, lawn mowing, and utility bills. This Resolution authorizes staff to contract for those services up to \$50,000 in total and \$5,000 in a single instance.

Eric Sandweiss moved to approve Resolution 19-03. Sue Sgambelluri seconded the motion. The board unanimously approved.

- E. Resolution 19-04: Approval of Amended Contract between the Redevelopment Commission and the City of Bloomington and FC Tucker. Allen stated that after the original contract was signed, he realized there was some language that needed to be clarified. Also, a few changes were made to allow the City flexibility. Allen briefly explained the changes, which included clarification of the role of the commission and the addition of commercial leasing terms.

David Walter moved to approve Resolution 19-04. Sue Sgambelluri seconded the motion. The board unanimously approved.

- F. Resolution 19-05: Approval of Amended Contract between the Redevelopment Commission and the City of Bloomington and Colliers International.

Allen stated 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. Language regarding the RDC appraisal process was also strengthened.

Sue Sgambelluri moved to approve Resolution 19-05. David Walter seconded the motion. The board unanimously approved.

- G. Resolution 19-06: Certification of Council Resolution for Trades District Garage Bond. Allen stated the RDC is required to certify the Councils' authorization for the issuance of TIF District Bonds. This is the formal signed certification that can be given to the bonding entities.

Sue Sgambelluri moved to approve Resolution 19-06. Eric Sandweiss seconded the motion. The board unanimously approved.

**VII. BUSINESS/GENERAL DISCUSSION**

Doris Sims passed out conflict of interest forms to the commissioners.

**VIII. ADJOURNMENT**

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

\_\_\_\_\_  
Mary Alice Rickert, Secretary

\_\_\_\_\_  
Date

**19-07**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING  
PROCUREMENT AND INSTALLATION OF NEW GARBAGE AND RECYCLING  
RECEPTACLES DOWNTOWN**

**WHEREAS,** the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to procure and install new garbage and recycling receptacles downtown (“Project”); and

**WHEREAS,** a copy of the Form is attached to this Resolution as **Exhibit A**;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding for the Project will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Mary Alice Rickert, Secretary

---

Date

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

**PROJECT REVIEW & APPROVAL FORM**

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** Downtown Trash and Recycling Receptacle Replacement

**Project Manager(s):** Adam Wason, Rhea Carter

**Project Description:** This project will replace the aging trash and recycling receptacles throughout the commercial district of the downtown with brand new and improved steel trash and recycling receptacles that will beautify and improve the downtown.

**Project Timeline:**     **Start Date:**    2/5/19  
                                  **End Date:**     5/1/19

**Financial Information:**

Estimated full cost of project:	\$ 33,070.20
Sources of funds:	Consolidated TIF

**TIF District:** Consolidated TIF [Downtown TIF]

To Be Completed by Redevelopment Commission Staff:

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

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

**19-08  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

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

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

WHEREAS, the RDC approved an agreement for the Convention Center Management Company to manage the parking lots on May 4, 2015, in Resolution 15-18; and

WHEREAS, in Resolution 18-39, the RDC approved a renewal of the contract for the Convention Center Management Company to manage RDC and BMFC-owned parking lots adjacent to the Convention Center (the “Agreement”), which is attached to this Resolution as Exhibit B; and

WHEREAS, as part of a negotiated agreement with Monroe County and the Convention Center Management Company to accommodate displaced parkers during construction of a new Fourth Street Parking Garage, the City has agreed to amend the Agreement to allay costs of parking spaces needed within the Convention Center parking lot during construction; and

WHEREAS, the addendum to the Agreement offsets the lease payments made by the Convention Center Management Company for the lost parking spaces for the 2019 calendar year. For 2019, the amount owed shall be \$7,392 plus any additional amount that may be increased for unavailable parking during conventions per the agreement; and

WHEREAS, the Agreement Addendum is attached to this Resolution as Exhibit A.

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

1. The attached Addendum to the Agreement for Parking Lot Management should be, and hereby is, approved.

2. The Redevelopment Commission authorizes Donald Griffin to sign the Addendum on its behalf.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Donald Griffin, President

ATTEST:

---

Mary Alice Rickert, Secretary

---

Date



**FIRST AMENDMENT TO AGREEMENT FOR CONVENTION CENTER PARKING  
LOT MANAGEMENT**

WHEREAS, on September 4<sup>th</sup>, 2018 the City of Bloomington, acting by and through its Redevelopment Commission (hereafter “City”), the Bloomington Municipal Facilities Corporation (hereafter “BMFC”), and the Convention Center Management Company (hereafter “Contractor”) executed and entered into an Agreement for Convention Center Parking Lot Management (hereafter “Agreement”); and

WHEREAS, as part of a negotiation involving the sublease of parking spaces by Monroe County (hereafter “County”) to the City in the parking lot located at the southeast corner of Third Street and College Avenue (hereafter “Goodyear Lot”), the City and County agreed to reduce the fees due under paragraph five (5) of the Convention Center Parking Lot Management Agreement; and

WHEREAS, the parties to the Agreement now wish to execute the instant Amendment as permitted under paragraph twenty-four (24) of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions stated in the Agreement and in this Amendment, the parties hereby amend the Agreement as follows:

1. Paragraph five of the Agreement is deleted in its entirety and replaced as follows:

**(5) MANAGEMENT AND PARKING FEES.** As consideration for this Agreement, the Contractor shall pay the City the following sums:

During Calendar Year 2019: Seven-thousand three-hundred ninety-two dollars (\$7,392) payable in four quarterly installments of one-thousand eight-hundred forty-eight dollars (\$1,848). However, the final quarterly installment payment due to the City for 2019 shall be increased by twenty-eight cents (\$0.28) for each parking space per day that the County or the Contractor elects to exercise its right to reduce the City’s access to the Goodyear Lot as permitted by the terms of the Goodyear Lot sublease between the City and County. For example, if the County and/or Contractor elects to deny the City access to one-hundred two (102) Goodyear Lot parking spaces during five (5) days during 2019, the final quarterly installment payment owed to the City during 2019 would be increased by one-hundred forty-two dollars and eighty cents (\$142.80) (\$0.28 per space multiplied by 102 spaces multiplied by 5 days).

During all other Calendar Years: Eighteen-thousand dollars (\$18,000) per year, payable each year in four quarterly installments of four-thousand five hundred dollars (\$4,500).

The Contractor shall be entitled to retain as its own property any revenues that it receives from parking fees pursuant to this Agreement. The Contractor shall have the sole authority to establish parking fees.

2. All remaining portions of the Agreement remain in full force and effect, and are in no way modified by this Amendment.

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

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

ATTEST:

\_\_\_\_\_  
Mary Alice Rickert, Secretary

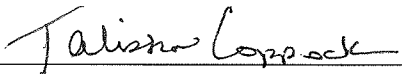
**BLOOMINGTON MUNICIPAL FACILITIES  
CORPORATION**

\_\_\_\_\_  
Ron Walker, President

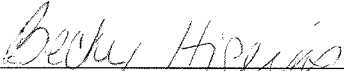
ATTEST:

\_\_\_\_\_  
Betsy Greene, Secretary

**CONVENTION CENTER  
MANAGEMENT COMPANY**

  
\_\_\_\_\_  
Talisha Coppock, Executive Director

ATTEST:

  
\_\_\_\_\_  
Becky Higgins, President  
Downtown Bloomington, Inc.

**AGREEMENT FOR CONVENTION CENTER PARKING LOT MANAGEMENT**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During the entire term of this Agreement, the Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. The Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

- (5) **MANAGEMENT AND PARKING FEES.** As consideration for this Agreement, the Contractor shall pay to City the sum of Eighteen Thousand Dollars (\$18,000.00) per year. Such payment shall be made in quarterly installments of Four Thousand Five Hundred dollars (\$4,500.00) each, with the first installment due within 30 days of execution of this contract. The Contractor shall be entitled to retain as its own property any revenues it receives from parking fees pursuant to this Agreement. The Contractor shall have the sole authority to establish parking fees.
- (6) **LANDSCAPING.** The Contractor shall be responsible for providing labor for seasonal landscaping of the Lot, including mowing, mulching (except as provided herein), planting flowers, and weeding. The City shall be responsible for labor and materials for major landscaping such as tree replacement. Landscaping materials and supplies in an amount not to exceed Two Thousand Dollars (\$2,000.00) shall be paid by the City per year. This dollar limit shall include one application of mulch per year at a time to be decided upon by the Contractor. The Contractor shall give

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

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

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

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



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

(9) **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**For the City:**

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

**For the BMFC:**

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

**For the Convention Center Management Company:**

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

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

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

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

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

**(19) WAIVER OR BREACH.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

**(20) CONFLICT OF INTEREST.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**(21) VERIFICATION OF NEW EMPLOYEES' IMMIGRATION STATUS.**

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

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

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

Attorney General.

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

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

- (22) **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City or BMFC are at any time not forthcoming or are insufficient, through failure of any entity, including the City or BMFC, to appropriate funds or otherwise, then the City and/or BMFC shall have the right to terminate this Agreement without penalty.
- (23) **INTENT TO BE BOUND.** The City, BMFC, and Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- (24) **ENTIRE AGREEMENT.** The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

WITNESS our hands this 4th day of September, 2018.

CITY OF BLOOMINGTON, INDIANA

*for*  
Phillippa M. Guthrie  
John Hamilton, Mayor

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION

BY: [Signature]  
Donald Griffin, RDC President

CONVENTION CENTER  
MANAGEMENT CO.

BY: Talisha Coppock  
Talisha Coppock, Executive Director

ATTEST:

BY: Mary Alice Rickert  
Mary Alice Rickert, Secretary

ATTEST:

BY: Becky Higgins  
Becky Higgins, President DBI  
Print Name and Title

BLOOMINGTON MUNICIPAL FACILITIES CORP.

BY: Ron Walker  
Ron Walker, President

ATTEST

BY: Betsy Greene  
Betsy Greene, Secretary

CITY OF BLOOMINGTON  
Controller

Reviewed by: [Signature]  
DATE: 7/21/18  
FUND/ACCT: DLA

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By: [Signature]  
DATE: 6/19/18



ATTACHMENT A

The Convention Center Parking Lot is more fully described as:

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

and

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

and

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

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

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

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

and

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

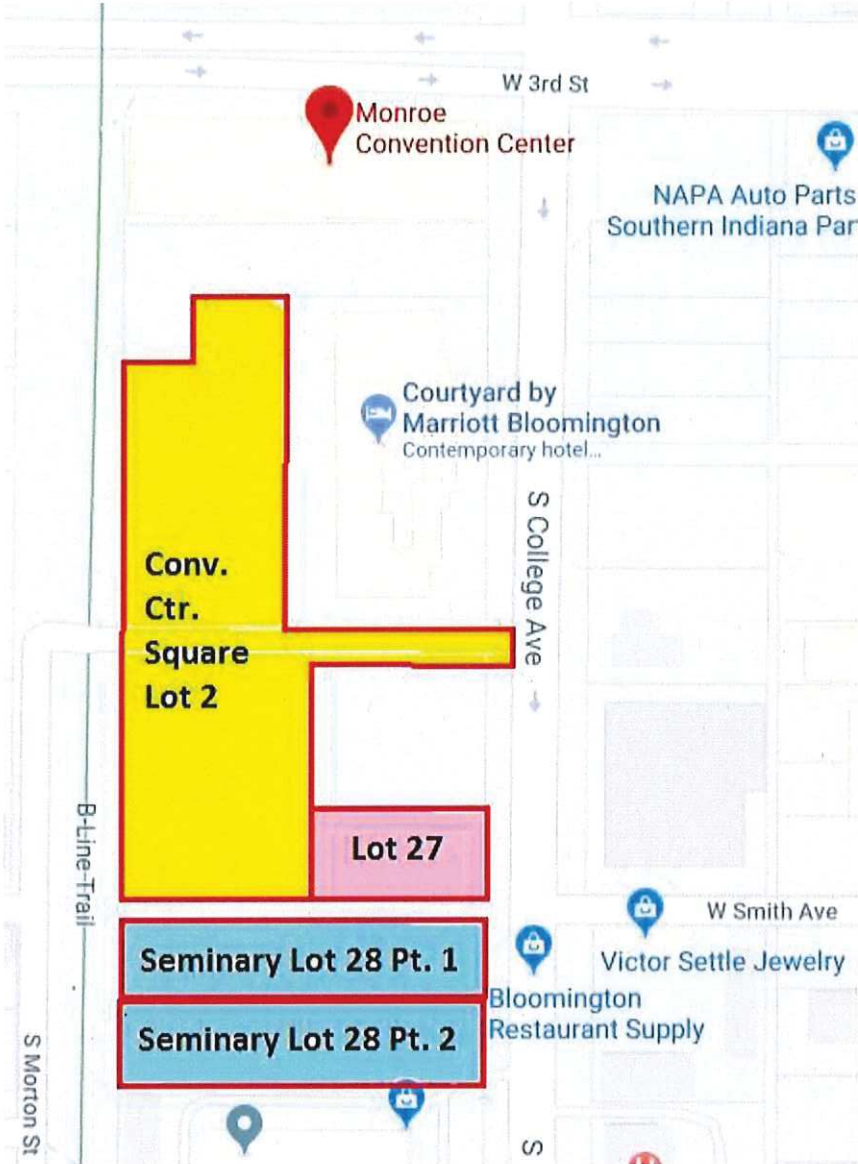
Said real estate is more particularly described by a recent survey by Kevin B. Potter, L.S. No. S0487, Indiana, dated May 31, 1995, and recorded June 7, 1995, in Survey Record Book 3, at page 440, as follows, to-wit:

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

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

ATTACHMENT A (Cont.)

Convention Center Parking Lots



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

ATTACHMENT B

E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

AFFIDAVIT

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

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

Talish Coppock  
Signature  
Talish Coppock  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Talish Coppock and acknowledged the execution of the foregoing this 14th day of August, 2018.

Heather Whitlow My Commission Expires: 5-29-2025  
Notary Public's Signature NP # 700934

Heather Whitlow County of Residence: Monroe  
Printed Name of Notary Public



ATTACHMENT C

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this 14 day of August, 2018.

CONVENTION CENTER MANAGEMENT COMPANY

By: Talisha Coppock  
Talisha Coppock  
Printed Name and Title

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Talisha Coppock and acknowledged the execution of the foregoing this 14<sup>th</sup> day of August, 2018.



Heather Whitlow  
Notary Public's Signature  
Heather Whitlow  
Printed Name of Notary Public  
NP # 700934  
My Commission Expires on:  
5-29-2025

County of Residence: Monroe