

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
February 3, 2020
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 21, 2020
- III. EXAMINATION OF CLAIMS** –January 24, 2019 for \$918,982.28
- IV. EXAMINATION OF PAYROLL REGISTERS**–January17, 2020 for \$39,744.52
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report

VI. NEW BUSINESS

PUBLIC HEARING

- A. Resolution 20-06: Approval of CDBG Allocation Recommendations

END OF PUBLIC HEARING

- B. Resolution 20-07: Approval of BCTM Addendum
- C. Resolution 20-08: Approval of Notice of Offering for RDC Property

VII. BUSINESS/GENERAL DISCUSSION

IX. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3429 or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, January 21, 2020, 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, David Walter, and Cindy Kinnarney

Commissioners Absent: Eric Sandweiss, Sue Sgambelluri, and MCCSC Representative

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

Others Present: Jeff Underwood, Controller; Larry Allen, Attorney; Alex Crowley, Director, Economic and Sustainable Development; Neil Kopper, Senior Project Engineer, Planning & Transportation

II. READING OF THE MINUTES – Cindy Kinnarney moved to approve the January 6, 2020, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim register for January 10, 2020, for \$28,729.91. Cindy Kinnarney seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Cindy Kinnarney moved to approve the payroll register for January 3, 2020, for \$31,920.22. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

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

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

C. Treasurer's Report. Jeff Underwood reported work on the Trades District Garage has started.

Underwood stated the City amended its complaint on the Juan Sells property. He said the City provided additional information and a draft redesign. The redesign removes commercial out of the 4th Street Garage.

Underwood reported reviewing 10 master planner firms for the old hospital site and has narrowed down the list to 4 firms. Once the firm has been selected an amended project review and approval form, along with a contract will come back to the Commission for approval.

D. Business Development Updates. Jeff Underwood stated there was an event at the Kiln Building transferring the keys to the Kiln Collective, LLC. He said after the due diligence period a closing will be scheduled.

Underwood said work continues on an agreement for the Showers Administration Building.

VI. NEW BUSINESS

A. Resolution 20-04: Project Review Form for Rogers/Henderson/Winslow Multiuse Path Project. Neil Kopper stated this project includes three different segments of multiuse path

with installation all going into one construction contract. This project will construct a new multiuse path along the north side of Henderson Street from Winslow Road to Hillside Drive, and the north side of Winslow Road from Henderson Street to Highland Avenue. The project also includes multiple improved crosswalks to facilitate crossings of these streets in order to access the paths.

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

David Walter moved to approve Resolution 20-04. Cindy Kinnarney seconded the motion. The board unanimously approved.

- B. Resolution 20-05: Approval of Amendment to CORE Planning Contract.** City Staff and CORE believe it is in the best interest of the project to add additional time and services including continued coordination and consulting on the project, environmental and engineering, and ParkSmart management to the scope of the contract. The additional services shall not exceed \$299,070 for a total contract amount not to exceed \$499,070. The RDC approved an amended project review form to include the additional time and expense in Resolution 19-105.

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

David Walter moved to approve Resolution 20-05. Cindy Kinnarney seconded the motion. The board unanimously approved.

C. BUSINESS/GENERAL DISCUSSION

D. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

20-06
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington, Indiana, is eligible for Community Development Block Grant (CDBG) funds in the approximate amount of \$800,000 of grant funds for Fiscal Year 2020, and

WHEREAS, 15% of the grant can be used for social services, 20% for administration and 65% for physical improvements which allocations are as follows:

\$520,000 for Physical Improvements
\$120,000 for Social Services
\$160,000 for the Administration of the program; and

WHEREAS, the advice and input of the community as to the allocation of the Community Development Block Grant funds has been solicited and received through the efforts of the Citizens' Advisory Committee; and

WHEREAS, the Citizens' Advisory Committee has also made recommendations on how to distribute any funds received that are over or less than the estimated amount since the final allocation amount as not been received; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Citizens' Advisory Committee for allocation of funds anticipated to be received;

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

The Bloomington Redevelopment Commission hereby approves:

- 1) The Citizens' Advisory Committee's recommendations of the programs (attached hereto and made a part herein as Exhibit A and Exhibit B) that will best serve the local and national objectives of the program;

- 2) If the received allocation is more or less than expected, the adjustment will be made to all of the approved social service programs and the approved physical improvement programs in accordance with the recommendations of the Citizens' Advisory Committees as outlined in Exhibit A and Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

PHYSICAL IMPROVEMENT RECOMMENDATIONS

	<u>2020 Request</u>	<u>CAC</u> <u>Recommendation</u>
<u>HOUSING ASSISTANCE</u>		
HAND – Residential Rehabilitation Program	\$100,000	\$70,000
Bloomington Housing Authority Accessibility Upgrades	\$150,000	\$127,689
Housing Assistance Subtotal:	\$250,000	\$197,689
<u>FACILITY IMPROVEMENTS</u>		
Mother Hubbard’s Cupboard – Facility Improvements	\$49,855	\$49,855
Monroe County United Ministries – Playground Equipment	\$6,194	\$6,194
LifeDesigns – Highland Group Home Renovation	\$67,203	\$58,601
Facility Improvements Subtotal:	\$123,252	\$114,650
<u>COMMUNITY-WIDE INFRASTRUCTURE PROJECTS</u>		
Habitat for Humanity –Infrastructure Improvements	\$150,000	\$90,661
City of Bloomington, Planning and Transportation –West14 th Street Pedestrian Improvements	\$156,000	\$117,000
<i>SUBTOTAL</i>	\$ 306,000	\$207,661
TOTAL REQUESTED /ALL FUNDED PROJECTS:	\$679,252	\$520,000.00
TOTAL AMOUNT ALLOCATED		\$520,000.00

If funding exceeds \$520,000 then additional funds will be allocated by the percentage change in total funds (received/expected), not to exceed amount requested; excluding any project already fully funded. If funds are under \$520,000 then HAND, BHA, Habitat, and Planning and Transportation Dept. will each be reduced by the same percentage.

SOCIAL SERVICE RECOMMENDATIONS

	<u>2020 Request</u>	<u>CAC</u> <u>Recommendations</u>
<u>EMERGENCY NEEDS</u>		
Community Kitchen	\$25,000.00	\$25,000.00
Mother Hubbard's Cupboard	\$24,999.00	\$22,500.00
Hoosier Hills Food Bank	\$25,000.00	\$25,000.00
Middle Way House Domestic Violence	\$25,000.00	\$ 0.00
<i>SUBTOTAL</i>	\$99,999.00	\$72,500.00
<u>NON-EMERGENCY NEEDS</u>		
Boys & Girls Clubs of Bloomington	\$25,000.00	\$25,000.00
Monroe County United Ministries	\$25,000.00	\$22,500.00
New Leaf-New Life – Criminal Justice Transition	\$25,000.00	\$ 0.00
<i>SUBTOTAL</i>	\$75,000.00	\$45,000.00
TOTAL REQUESTED ALL FUNDED AGENCIES	\$174,999.00	
TOTAL AMOUNT OF FUNDS AVAILABLE		\$120,000.00
TOTAL AMOUNT ALLOCATED		\$120,000.00

If the 2020 funding level is greater than \$120,000.00, overage funds will be distributed as follows: (1) Mother Hubbard's Cupboard will receive funds up to its full allocation request of \$25,000.00, then (2) Monroe County United Ministries will receive funds up to its full allocation request of \$25,000.00, then (3) Middle Way House will receive funds up to its full allocation request of \$24,999.00, then (4) New Leaf - New Life will receive funds up to its full allocation request of \$25,000.00.

If the 2020 funding level is less than \$120,000.00, funds will be distributed as follows: (1) Community Kitchen and Boys & Girls Club will each receive 21% of total funds, (2) Hoosier Hills Food Banks and Mother Hubbard's Cupboard will each receive 20% of total funds, and (3) Monroe County United Ministries will receive 18% of total funds.

20-07
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM TO PARTNERSHIP AGREEMENT
WITH BCT MANAGEMENT, INC.

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 has created an tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, the Buskirk-Chumley Theater (“Theater”) building is a historic landmark—listed in the National Register of Historic Places—located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area; and

WHEREAS, in Resolution 18-87, the RDC approved a partnership agreement with BCT Management, Inc. began January 1, 2019, and was set to end on December 31, 2019, (“2019 Partnership Agreement”); and

WHEREAS, City staff has determined it is in the best interest of the community, the Buskirk-Chumley Theater and BCT Management, Inc., to extend the 2019 agreement through March 1, 2020, while a new partnership agreement is being finalized; and

WHEREAS, a copy of the Amendment to the 2019 Partnership Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, a copy of the 2019 Partnership Agreement is attached to this Resolution as Exhibit B; and

WHEREAS, this amendment does not include any additional funding beyond what had been approved in the 2019 Partnership Agreement;

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

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk-Chumley Theater as described in the 2019 Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the Amendment to the 2019 Partnership Agreement, and authorizes Donald Griffin to sign the Amendment on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

RDC Resolution 20-07

EXHIBIT A

FIRST AMENDMENT TO THE PARTNERSHIP AGREEMENT

THIS Amendment, entered into this _____ day of February, 2020, by and between the City of Bloomington, Indiana, its Board of Park Commissioners (“Parks Board”), and its Redevelopment Commission (“Commission”) (collectively the “City”), and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”), WITNESSETH:

WHEREAS, the City and BCTM entered into a partnership agreement for management of the Buskirk-Chumley Theater with an effective date of January 1, 2019, (“Original Agreement”), and

WHEREAS, the parties are currently negotiating a new partnership agreement for 2020; and

WHEREAS, it is in the public interest that the term of the Original Agreement be extended until March 1, 2020, or until a new agreement is reached, whichever is earlier;

NOW, THEREFORE, it is agreed between the parties hereto that:

- I. Paragraph three of Article 2 Duration of Agreement shall be amended to read as follows:

This Agreement shall be in full force and effect from January 1, 2019, until March 1, 2020, unless replaced by a new agreement prior to March 1, 2020, or early termination occurs as described in paragraph 6(j) below.

- II. In all other respects, the Original Agreement shall continue in effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first written above.

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: *Paula McDevitt*
Paula McDevitt, Director

By: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Print Name, Title

REDEVELOPMENT COMMISSION

BOARD OF PARK COMMISSIONERS

By: _____
Donald Griffin, President

By: *Kathleen Mills*
~~Les Coyne~~, President
Kathleen Mills

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: 11/21/20



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this 11 day of December, 2018 by and between the City of Bloomington, Indiana ("City") by its Mayor, Board of Park Commissioners ("Parks Board"), and Redevelopment Commission ("Commission") and BCT Management, Inc., an Indiana non-profit corporation ("BCTM"),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater ("BCT") is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and,

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement ("Agreement") with BCTM to manage and operate the BCT; and,

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and,

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2018; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2019 through December 31, 2019, with the intent to continue the parties' successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and,

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2019, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT ("Operations Funding"). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide Eighteen Thousand Two Hundred Dollars (\$18,200.00) for carpet replacement at the BCT.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City's procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. BCTM will submit to the City by November 1, 2019 a list of 2020 projects to be considered for potential 2020 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT's role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this

Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.
- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT

and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.

- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the repair and maintenance of BCT equipment and furnishings listed in Exhibit B.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be

made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
 - x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
 - xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.
- e. **Organizational Information:** BCTM shall share financial information with City.
- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than April 15, 2020.
 - ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than April 15, 2019. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2018, income and expenses related to the BCT property for 2018, and updates on the preventative maintenance BCTM undertook in 2018.
 - iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
 - iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.

- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2019 and prior to May 30, 2019 for BCTM to present the 2018 annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2020 BCTM goals will be submitted to the City by July 1, 2019 following the City's format for annual goals.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2019. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of City is to provide entertainment and cultural opportunities to Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King Celebration on January 21, 2019, State of the City on February 21, 2019 and Be More Awards on March 26, 2019. Two (2) additional dates for other City

events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Five Thousand Dollars (\$55,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF ("Tax Increment Funding"). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City's procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his

designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue, but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
 - ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further

obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All

policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

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

Any notice given to BCTM under this Agreement shall be addressed to:
BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the Theater, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. **Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. **Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

City of Bloomington, Indiana

BCT Management, Inc.

By: Paula McDevitt
Paula McDevitt, Director

By: Ron Walker, President
Ron Walker, President

By: Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel

Redevelopment Commission

Board of Park Commissioners

By: Donald Griffin
Donald Griffin, President

By: Kathleen Mills
Kathleen Mills, President

Board of Public Works

CITY OF BLOOMINGTON
Controller

By: Kyla Cox Deckard
Kyla Cox Deckard, President

Reviewed by: [Signature]
DATE: 12-5-18
FUND/ACCT: 101-05-
20010-159000
499-15-15002

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12-05-2018

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:
 - Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
 - Repair and maintenance of all stage equipment and soft goods
 - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
 - Repair and maintenance of the Theater’s mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
 - Repair and maintenance of the Theater’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
 - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT’s operation as a Theater, and not intended for City ownership
 - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
 - An annual report on such repair and maintenance as well as preventative maintenance

 2. The City of Bloomington shall be responsible for:
 - Repairs and maintenance of the Theater’s exterior structure, including doors, door locks, windows and window locks (where applicable)
 - Repairs and maintenance of the Marquee
 - Replacement of mechanical systems (electrical, plumbing, and HVAC)
 - Replacement of fire alarm and sprinkler systems
 - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory
-

Exhibit B

BCT Equipment and Facility Item List as of October 1, 2018.

**20-08
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF OFFERING SHEET FOR REDEVELOPMENT COMMISSION OWNED
PROPERTY LOCATED AT 1730 S. WALNUT STREET**

WHEREAS, in Resolution 17-26, the Redevelopment Commission of the City of Bloomington (“RDC”) approved purchase of property within the City of Bloomington located at 1730 S. Walnut Street (“Property”); and

WHEREAS, the purpose of the purchase as part of the redevelopment plan was to redevelop the Property in conjunction with the development of Switchyard Park (“Project”); and

WHEREAS, the RDC desires to notice the parcels of the Property as depicted on the attached Exhibit A for sale; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publicly offer property, such as the Property, for sale; and

WHEREAS, the RDC has previously caused two separate appraisals of the Property to be conducted; and

WHEREAS, pursuant to those appraisals, Staff has prepared an Offering Packet—which includes a Notice of Offering, Offering Sheet, and Instructions to Bidders—for the Property, which is attached to this Resolution as Exhibit B; and

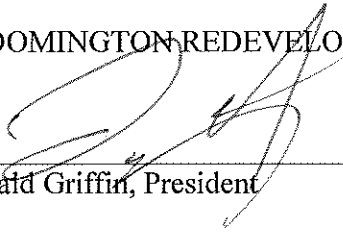
WHEREAS, in order to publically offer property for sale in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds that the sale of the Property will aid in the development of the area near Switchyard Park, which will enhance the development and economic development of the Consolidated TIF.
3. The Notice of Offering for the Property, attached to this Resolution as Exhibit B, is approved.
4. The RDC authorizes the City of Bloomington to expend an amount not to exceed \$400 from the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering.

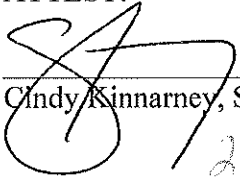
5. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$400 under this Resolution. This expenditure must still comply with the City and the RDC's claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2020, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION



Donald Griffin, President

ATTEST:



Cindy Kinnarney, Secretary

2-3-20
Date

RDC Resolution 20-08

Exhibit A

The Property-1730 S. Walnut Street, Bloomington, IN 47401



	Lot A	Lot B	Combined
Parcel Number	53-08-09-208-003.000-009	53-08-09-208-002.000-009	
Legal Description	015-50425-00 Auto Park Lot A; (.60A)	015-50415-01 Auto Park Lot B; (.92A)	
Alt Parcel Number	015-50425-00	015-50415-01	
Total Acreage (sq.ft)	0.6 Acres	.92 Acres	1.52 Acres
Site Condition	Has small structure (removable), with surrounding parking lot	Parking lot only	
Zoning	CA (Commercial Arterial)	CA (Commercial Arterial)	

OFFERING PACKET

1730 S. Walnut Street
Bloomington, Indiana
City of Bloomington
February, 2020
Redevelopment Commission

NOTICE OF REAL ESTATE FOR SALE

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on **February 20, 2020, at 5:00 p.m.** local time (EST), the Bloomington Redevelopment Commission (RDC) in the McCloskey Room of Showers City Hall, 401 N. Morton St., Bloomington, Indiana, will open and consider written offers for the lease of certain real estate, with an address of 1730 S. Walnut Street, Bloomington, IN 47401 (the "Property"). The RDC is willing to consider and entertain proposals for the purchase or lease of the Property. The offer must meet the conditions set forth below.

Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 1730 S. Walnut Street, Bloomington, IN 47401 and the following legal description:

Parcel No.	Legal Description	Acreage
53-08-09-208-003.000-009	015-50425-00 AUTO PARK LOT A;	0.60
53-08-09-208-002.000-009	015-50425-00 AUTO PARK LOT B;	0.92

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

- B. The Property is currently zoned CA – Commercial Arterial.

Offering Packet and Bid Deadline

Offering packet may be picked up in the HAND Department, Suite 130, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on February 6, 2020, or may be sent electronically upon request. It is also available on the City's website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Doris Sims by email at simsd@bloomington.in.gov or at (812) 349-3594.

Items included in the Offering Packet are: Notice of Offering and Offering Sheet. The Offering Packet will be available in hard copy for review in Suite 130.

All offers must be filed with the HAND Department at the aforementioned office no later than 5:00 p.m. on February 20, 2020, and shall be in the form described in the City's Offering Packet. Proposals submitted or received after that date will not be considered. Responses may be emailed before said deadline to Doris Sims at the email address above.

Development Standards and Limitations

1. Require the successful bidder to use the property for affordable housing, which the RDC has determined is the highest and best use of the Property and will best further the goals of the redevelopment plan, in accordance with the following guidelines:
 - a. **Unit Size and Tenure** – The project may include a range of unit sizes, from studios to multiple-bedroom units. Proposals shall explain the basis for the

- proposed mix of unit sizes in the project and its relationship to the target tenant population described in the proposal.
- b. **Affordability Requirements** – Submittals that provide a majority of units affordable to lower income households are preferred. Income levels are defined using the income limits provided by the City of Bloomington Department of Housing and Neighborhood Development (HAND) for extremely low, very low, and low income households in Monroe County, as published annually by the US Department of Housing and Urban Development.
 - c. **Length of Affordability Term** – Any affordable units shall remain affordable for a term of ninety-nine (99) years. Please specify in your proposal a length of affordability if it would be less than 99 years and reasons for a shortened affordability term.
 - d. **Targeted Tenant Population** – Proposals shall describe the target tenant population for the project, which may include any of the following: general households/families (i.e., units not subject to age restrictions), seniors, disabled people, homeless people, and/or any other special needs groups. Proposals shall note if any number of the units will be specifically designed and/or reserved for any type of special needs tenants.
2. Student housing is explicitly not of interest to the City for this project.
 3. A bid submitted by a trust (as defined in IC 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Selection

The RDC reserves the right to reject any or all offers or to make the award to the highest and best bidder. Offers must consist of consideration in the form of cash. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process (“Parties”); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City’s plans in the area; and any other factors set forth in Ind. Code § 36-7-14-22(f).

A successful bidder will be required to enter into a development agreement with the RDC with respect to these and other matters. For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the offering sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

The final selection will be made solely by the RDC. The RDC reserves the right to request additional information from applicants, reject any and all submittals, waive any irregularities in the submittal requirements, or cancel, suspend or amend the provisions of this offer at any time.

This notice is given pursuant to Ind. Code § 36-7-14-22(d) and Ind. Code § 5-3-1-2(e).

Dated February 6, 2020

BLOOMINGTON REDEVELOPMENT COMMISSION

OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
c/o Housing and Neighborhood Development Department
Showers City Hall, Suite 120
401 N. Morton Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the acquisition or lease of the Property located at 1730 S. Walnut Street. The RDC will consider and entertain proposals to use the property to develop affordable housing on the Property.

Legal Descriptions and Property Information

- A. The real estate to be sold has an address of 1730 S. Walnut Street, Bloomington, IN 47401 and the following legal description:

Parcel No.	Legal Description	Acreage
53-08-09-208-003.000-009	015-50425-00 AUTO PARK LOT A;	0.60
53-08-09-208-002.000-009	015-50425-00 AUTO PARK LOT B;	0.92

NOTE: For purposes of the preparation of this description, no surveys of the described real estate were performed and no monuments were set. Legal descriptions are from Monroe County public records.

- B. The real estate is zoned CA – Commercial Arterial.
C. A map showing the location of the Property is attached.

Minimum Offering Prices

The minimum offering price for purchase of the Property at 1730 S. Walnut Street is \$677,500.00.

Development Standards and Limitations

1. Require the successful bidder to use the property for affordable housing, which the RDC has determined is the highest and best use of the Property and will best further the goals of the redevelopment plan, in accordance with the following guidelines:
 - a. **Unit Size and Tenure** – The project may include a range of unit sizes, from studios to multiple-bedroom units. Proposals shall explain the basis for the proposed mix of unit sizes in the project and its relationship to the target tenant population described in the proposal.
 - b. **Affordability Requirements** – Submittals that provide a majority of units affordable to lower income households are preferred. Income levels are defined using the income limits provided by the City of Bloomington Department of Housing and Neighborhood Development (HAND) for extremely low, very low, and low income households in Monroe County, as published annually by the US Department of Housing and Urban Development.
 - c. **Length of Affordability Term** – Any affordable units shall remain affordable for a term of ninety-nine (99) years. Please specify in your proposal a length of

affordability if it would be less than 99 years and reasons for a shortened affordability term.

- d. **Targeted Tenant Population** – Proposals shall describe the target tenant population for the project, which may include any of the following: general households/families (i.e., units not subject to age restrictions), seniors, disabled people, homeless people, and/or any other special needs groups. Proposals shall note if any number of the units will be specifically designed and/or reserved for any type of special needs tenants.
2. Student housing is explicitly not of interest to the City for this project.
3. A bid submitted by a trust (as defined in Ind. Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of 1730 S. Walnut Street; all easements related to the Project; and restrictive covenants on use, affordability, and development of the Project, and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before thirty (30) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property.

OFFERING SHEET
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
c/o Housing and Neighborhood Development Department
Showers City Hall, Suite 130
401 N. Morton
Bloomington, IN 47404

SITE INFORMATION

The site is located at 1730 S. Walnut Street, Bloomington, IN 47401. It comprises two independent adjacent parcels, referred to as Lot A and Lot B of the Auto Park plat. Please see details below.

	Lot A	Lot B	Combined
Parcel Number	53-08-09-208-003.000-009	53-08-09-208-002.000-009	
Legal Description	015-50425-00 Auto Park Lot A; (.60A)	015-50415-01 Auto Park Lot B; (.92A)	
Alt Parcel Number	015-50425-00	015-50415-01	
Land Type	11	11/13	
Total Acreage (sq.ft)	0.6 Acres	.92 Acres	1.52 Acres
Site Condition	Has small structure (removable), with surrounding parking lot	Parking lot only	
Zoning	CA (Commercial Arterial)	CA (Commercial Arterial)	



The site is located due east of the City of Bloomington's new \$34 million park, named Switchyard Park. The west side of the combined lots (A+B) abuts the park. The east side of the combined lots faces Walnut Street, Bloomington's primary north-south thoroughfare.

Because the City owns the lot immediately to the north, which will serve as the entrance to Switchyard Park, there is a possibility of extending the building design to the north as long as it does not interfere with the public entrance to the park. Immediately to the south of Lot A is a lot and structure, which is owned and operated by an auto service business. That lot may potentially represent an opportunity for expansion of the footprint, although the City does not own the lot nor have site control.



INSTRUCTIONS TO BIDDERS

1. General: In accordance with Indiana Code § 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering for sale and lease the properties described in Offering Sheet and Request for Proposal (the “Property”).
 - a. The disposal of the Property was duly advertised in the Bloomington Herald Times. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
 - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within thirty (30) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
 - c. A bid submitted by a trust (as defined in Ind. Code § 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
2. Offering Packet: The offering packet contains the RDC’s Notice of Real Estate for Sale, Offering Sheet and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for 1730 S. Walnut Street for which offers will be considered. Offering packet may be picked up in the HAND Department, Suite 130, Showers City Hall, 401 N. Morton, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays beginning on the 6th day of February, 2020, or may be sent electronically upon request. It is also available on the City’s website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Doris Sims by email at simsd@bloomington.in.gov or at (812) 349-3594.
3. Sealed Offers/Electronic Bids: Bids may be submitted either on paper as a sealed written offer or electronically via email as provided herein. Sealed written offers, in accordance with these Instructions to Bidders, will be received by the HAND Department on behalf of the RDC in Suite 130 of the Showers City Hall, 401 N. Morton, Bloomington, Indiana, 47404, until 5:00 p.m. on February 20, 2020. If submitting on paper, each bidder shall submit one original offer or proposal with three (3) copies. Bids submitted electronically shall be emailed to Doris Sims at simsd@bloomington.in.gov and must be emailed before 5:00 p.m. on February 20, 2020.

At 5:00 p.m. on February 20, 2020, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits, drawings, renderings and other material to be used in such presentation that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the RDC. Within ten (10) days after an award is made, unsuccessful bidders may pick up their supplemental exhibits, after which date all remaining materials will be disposed of in any manner the RDC deems appropriate.

All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. Form of Offer: Every offer must be made in the form of a letter of intent which must include: purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed project description, financial terms and assumptions, property management experience, estimated project schedule, a detailed community outreach plan, and a proposed tenant selection plan.
5. Explanations: If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Doris Sims at simdsd@bloomington.in.gov or to Alex Crowley by email at crowleya@bloomington.in.gov by 5:00 p.m. on Tuesday, February 14, 2020.
6. Withdrawal of Offer: No offer will be allowed to be withdrawn after bid opening.
7. Rejection or acceptance of Offers: The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance. Within a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.
8. Purchase Price and Other Terms: The purchase price of the Property to be sold (1730 South Walnut Street) shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (Ind. Code § 36-7-14-22). Offers must consist of consideration in the form of cash. In determining the best offer, the RDC shall take into account price and other consideration; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process (“Parties”); the proposed project description; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the redevelopment plan; and any other statutory criteria in Ind. Code § 36-7-14-22(f). A successful bidder will be required to enter into a development agreement with the RDC with respect to these and other matters.
9. Development Standards and Limitations: Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any structure acceptable to the RDC in its sole

discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.

10. Development Plan: Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings, other material that indicate how the proposed redevelopment will serve the interests of the community and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Paragraph 3 above.
11. Applicant Qualifications: Provide an organizational chart describing the entities and key personnel on the proposer's team; CV's for lead personnel, and a brief description of similar projects completed by the team in the past fifteen years.
12. Development Project Experience: Provide up to five (5) examples that demonstrate successful affordable housing projects in urban environments. Provide at least two (2) examples of mixed use development projects that incorporate residential with retail/commercial uses into the development. Please include the following information for each past project example:
 - a. location and photographs;
 - b. Identify the number of units, the mix of units, the unit sizes, and number of square feet ;
 - c. Present the total development cost; identify the amount of debt and the amount of equity used to finance project;
 - d. Identify the key development team members. If any team members are different from the team being proposed for this project, provide an explanation of why the new team member(s) were selected;
 - e. Identify any community uses incorporated into the project, or other benefits to the community at large or the specific neighborhood, which were part of or resulted from the project; and
 - f. Identify any public subsidy received in the development of the project.
13. Development Parameters:
 - a. Unit Size and Tenure – The project may include a range of unit sizes, from studios to multiple-bedroom units. Proposals shall explain the basis for the proposed mix of unit sizes in the project and its relationship to the target tenant population described in the proposal.
 - b. Affordability Requirements – Submittals that provide a majority of units affordable to lower income households are preferred. Income levels are defined using the income limits provided by the City of Bloomington Department of Housing and Neighborhood Development (HAND) for extremely low, very low, and low income households in Monroe County, as published annually by the US Department of Housing and Urban Development found here.

- c. Length of Affordability Term – The City of Bloomington’s preference is that any affordable units remain affordable for a term of 99 years. Please specify in your proposal a length of affordability if it would be less than the preferred 99 years.
 - d. Targeted Tenant Population – Proposals shall describe the target tenant population for the project, which may include any of the following: general households/families (i.e., units not subject to age restrictions), seniors, disabled people, homeless people, and/or any other special needs groups. Proposals shall note if any number of the units will be specifically designed and/or reserved for any type of special needs tenants.
14. Property Management Experience: Provide a list of apartments or other relevant projects that the company currently manages. Include the project location, number of units, number of affordable units, number of years under the company's management, name and address of the property owner and current vacancy rates.
15. Estimated Project Schedule (Milestones): Submitters shall provide a detailed project development schedule through completion that contains time and performance benchmarks. Include all phases of the project, including acquisition, design, construction, marketing, and tenant selection.
16. Other Items: Include a detailed community outreach plan and proposed tenant selection plan for the project.
17. Transfer of Title and Possession: Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Development Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner’s title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.

