AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
July 10, 2017
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES – June 19, 2017 and Memorandum of Executive Session for June 19, 2017

III. EXAMINATION OF CLAIMS –June 16, 2017 for $104,317.32 and June 30, 2017 for $267,717.00

IV. EXAMINATION OF PAYROLL REGISTERS–June 9, 2017 for $29,539.96 and June 23, 2017 for $29,539.98

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 17-49: Approving Funding for Conduit Installation at the Animal Shelter
B. Resolution 17-50: Approving Contract with BEDC regarding the Dimension Mill

VII. BUSINESS/GENERAL DISCUSSION

VIII. 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* Monday, June 19, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding**

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Sue Sgambelluri, Mary Alice Riggert Kelly Smith, and Jennie Vaughan

Commissioners Absent: None

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

Other(s) Present: John Hamilton, Mayor; Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development; Nicholas Carder, Horn Properties; Ernest Rollins, Herald-Times; Dana Palazzo, Bloomington Economic Development Corporation (BEDC); Lynn Coyne, BEDC; Zoul Ballman, Tasus; Jay Brown, Tasus; Angela Parker, Carmin Parker

II. READING OF THE MINUTES – David Walter made a motion to approve the June 5, 2017 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Sue Sgambelluri made a motion to approve the claims register for June 2, 2017 for $373,207.98. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Mary Alice Rickert made a motion to approve the May 26, 2017 payroll register for $29,540.01. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported the McDoel neighborhood clean-up was held June 17, 2017. Sims reminded the commissioners that Friday, June 23, 2017 @ 4:00 p.m. there will be a Vinegar Hill Limestone Tour.

B. Legal Report. Thomas Cameron was available to answer questions.

C. Treasurer's Report. None.

D. CTP Update Report. Alex Crowley reported that work was continuing on the Dimension Mill. Current work includes final cost estimates for construction. Crowley stated significant visible progress is expected near the end of summer, 2017.

The Pre-Qualification Reginal Pitch Competition was held on Thursday, June 8, 2017, in the Dimension Mill.

VI. NEW BUSINESS

A. Resolution 17-48: Approval of Project Agreement with Tasus. Alex Crowley stated in November of 2016, Tasus and the City of Bloomington worked together on a letter of intent. The letter of intent had very broad parameters. Tasus is committed to building their North American headquarters and research facility in the southeast corner of the Trades District. The City of Bloomington also laid out some of their commitments. The letter of intent was non-binding. Resolution 17-48 is the formalization of that letter of intent in the form of a project agreement.

Mayor John Hamilton thanked Tasus, the Redevelopment Commission, and City staff, for all of their hard work on the Trades District and the Tasus project agreement.

Angela Parker, Attorney with Carmin & Parker, introduced Jay Brown and Zoul Ballman, Tasus staff. Parker, Brown, and Ballman were all available to answer any questions.

Thomas Cameron stated the project agreement itself is between the Redevelopment Commission, Tasus, and a holding company, TGNA Holdings. TGNA Holdings is an entity that Tasus set-up to actually own the land while Tasus operates the building on the land.

Cameron outlined each article in the project agreement.

Sue Sgambelluri asked the value of the 10 year tax abatement that is mentioned in the project agreement. Crowley estimated $900,000.

Staff recommends that the Redevelopment Commission approve a project agreement with TASUS Corporation and TGNA Holdings. TASUS will pay the Redevelopment Commission one dollar ($1.00) for approximately 0.9 acres of property within the Middle Parcels at the northwest corner of West 10th Street and North Madison Street, which will be used to construct a new research and development center with headquarter offices for the company's corporate staff. Don Griffin is authorized to sign the project agreement on behalf of the Redevelopment Commission. He is also authorized to sign all documents referenced in the project agreement on behalf of the Redevelopment Commission.

Don Griffin asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-48. Jennie Vaughan seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

_____ _____

Don Griffin, President Sue Sgambelluri, Secretary

_____

Date

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, June 19, 2017 at 4:15 p.m. in the Showers City Hall, Law Library, Suite 220, 401 North Morton Street.

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

Commissioners Absent: Jennie Vaughan

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

Others Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development; Jeff Underwood, Controller

The Commission discussed information in accordance with:

Ind. Code § 5-14-1.5-6.1(b)(2)(D): The purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

No other matters were discussed.

The meeting adjourned at 4:55 p.m.

_____ _____

Don Griffin, President Sue Sgambelluri, Secretary

_____

Date

17-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVING FUNDING FOR CONDUIT INSTALLATION AT THE ANIMAL SHELTER

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2015" (the "2015 TIF Bond") to "spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area" including the upgrade of the Animal Shelter; and

WHEREAS, as part of the redevelopment of the Consolidated Economic Development Area, the City desires to expand the Animal Shelter ("Project"); and

WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form ("Form") supporting the Project; and

WHEREAS, the RDC approved funding a contract with Neidigh Construction Corporation in Resolution 17-19 to construct the Project ("Construction"); and

WHEREAS, as part of the Construction, but pursuant to a separate contract, it is necessary to relocate AT&T utility lines that come into the Animal Shelter ("Utility Relocation"); and

WHEREAS, in Resolution 17-40, the RDC approved a contract with Tauren Communication Services to install fiber conduit, a necessary precondition to the Utility Relocation, and that work has now been completed; and

WHEREAS, AT&T has agreed to complete the Utility Relocation pursuant to the terms of the Agreement attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to Exhibit A, AT&T will complete the Utility Relocation for an amount not to exceed Four Thousand Seven Hundred Sixty Two Dollars and Twenty Eight Cents ($4,762.28); and

WHEREAS, although Exhibit A indicates "Applicant agrees to make an advance payment of $4,762.28 prior to commencement of the work," in accordance with State Law, AT&T has agreed to accept payment after completion of the project; and

WHEREAS, there are sufficient funds in the 2015 TIF Bond to pay for the Utility Relocation pursuant to the terms of the Agreement; and

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.

2. The RDC finds the above described expenditures to be an appropriate use of TIF and the 2015 TIF Bond, and finds that the Utility Relocation serve the public's best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Four Thousand Seven Hundred Sixty Two Dollars and Twenty Eight Cents from the 2015 TIF Bond (Fund 976) to AT&T pursuant to the terms of the Agreement that is attached to this Resolution as Exhibit A.

4. Unless extended by the Redevelopment Commission in a resolution prior to December 31, 2017, the authorization provided under this Resolution shall expire on December 31, 2017.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

CR#: **190023**
PJT#:**A00WZKM**

APPLICATION and LETTER OF AGREEMENT FOR CUSTOM WORK

June 27, 2017

BILL NAME: CITY OF BLOOMINGTON
BILLING ADDRESS: 401 NORTH MORTON STREET, SUITE 160, BLOOMINGTON, IN 47404
BILLING CONTACT NAME: RICK ROUTON
BILLING CONTACT NUMBER: 812-349-3856
SITE CONTACT NAME & NUMBER: RICK ROUTON
WORK SITE LOCATION: 3410 OLD STATE ROAD 37 SOUTH, BLOOMINGTON, IN 47401
DESCRIPTION OF CUSTOM WORK: REQUEST TO RELOCATE AT&T FACILITIES. THIS WORK REQUIRES UP-FRONT PAYMENT & SIGNED CONTRACT. QUOTE AUTHORIZED BY RICK ROUTON ON 2/2/17. QUOTE REVISED ON 6/27/17.

Estimated Fixed Cost Invoice

Expenses	Amount
ENGINEERING LABOR	$2,229.00
MATERIAL COST	$690.16
CONSTRUCTION LABOR	$1,240.77
CONTRACTOR COST	$602.35
Estimated Contract Price	**$4,762.28**
Less Credits/Payments	**$0.00**
Total Balance Due	**$4,762.28**

Applicant requests that Indiana Bell Telephone Company d/b/a AT&T IN, (hereafter "Indiana Bell Telephone Company") perform the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with Indiana Bell Telephone Company's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Applicant agrees to make an advance payment of **$4,762.28** prior to commencement of the work.

CR#: **190023**
PJT#:**A00WZKM**

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Indiana Bell Telephone Company, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Indiana Bell Telephone Company for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, Indiana Bell Telephone Company, will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

PRICE QUOTE

The price is guaranteed for 60 days from June 27, 2017. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the price that was originally quoted.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Gene Ferry 220 Wisconsin Ave, Flr 2, Waukesha, WI 53186.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order. If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Indiana Bell Telephone Company, in writing of the cancellation. Indiana Bell Telephone Company will deduct any costs and expenses incurred in performing the work from Applicant's advance payment, and refund any remaining funds to Applicant.

Under no circumstances will Indiana Bell Telephone Company, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS/CONTRACTOR COSTS

The parties recognize that this is a fixed cost contract. However, if Applicant initiates changes in the scope of the work after Indiana Bell Telephone Company, has provided Applicant with the above referenced price quote, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the revised/altered scope of work; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.

In the event that there exists a condition in the field that is different from field conditions that existed at the time Indiana Bell Telephone Company provided the above referenced price quote to Applicant, or after Applicant executes this fixed price contract, whichever is earlier, the above price quote is null and void and Applicant must request that a new estimate be provided based on the changed field conditions; this contract will continue to apply until replaced by a new contract associated with the revised/altered scope of work.

CR#: **190023**
PJT#:**A00WZKM**

Field conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Indiana Bell Telephone Company, could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval.

Work will not commence until signed changed order and additional payment has been received.

NO DAMAGE FOR DELAY

Under no circumstances will Indiana Bell Telephone Company be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

TIME TO COMPLETE

Any representation by Indiana Bell Telephone Company, its agents, servants or employees that the project, will be complete by a certain date or certain time period is strictly an estimate and not binding on Indiana Bell Telephone Company, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Indiana Bell Telephone Company's control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Indiana Bell Telephone Company, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

The state law where the Work Site Location is located governs the application of this agreement and all terms contained therein.

CR#: **190023**
PJT#:**A00WZKM**

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Indiana Bell Telephone Company, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The Applicant agrees that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

CR Record #190023

Date Quote Expires: 8/26/2017

ACCEPTED FOR CUSTOMER:		AT&T CWO Manager Contact Information	
Authorized Signature			
Title:		CWO Manager:	**Gene Ferry**
Company:		Phone Number:	**888-618-6517**
Printed Name:		Fax Number:	
Date:		Date:	June 27, 2017

Please send check made payable to AT&T CWO; along with signed agreement to:

AT&T CWO ATTN: Gene Ferry
220 Wisconsin Avenue, FLR 2
Waukesha, WI 53186

4408a Contract Cost

ADDENDUM TO LETTER OF AGREEMENT FOR CUSTOM WORK
between the
CITY OF BLOOMINGTON
and
INDIANA BELL TELEPHONE COMPANY D/B/A AT&T INDIANA

This Addendum supplements the Letter of Agreement ("Agreement") between the City of Bloomington ("City") and Indiana Bell Telephone Company d/b/a AT&T Indiana ("Indiana Bell Telephone Company") regarding 3410 South Old State Road 37, Bloomington, Indiana 47401, as follows:

1. E-Verify: Indiana Bell Telephone Company is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Indiana Bell Telephone Company shall sign an affidavit, attached as Exhibit A, affirming that Indiana Bell Telephone Company does not knowingly employ an unauthorized alien.

2. Notice: Any notice required by the Agreement or the Addendum shall be made in writing to the addresses written below:

City	**Indiana Bell Telephone Company**
Rick Routon City of Bloomington 401 N. Morton Street, Suite 160 Bloomington, Indiana 47402	AT&T CWO ATTN: Gene Ferry 220 Wisconsin Avenue, FLR 2 Waukesha, Wisconsin 53186

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

3. Non-Discrimination: Indiana Bell Telephone Company shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state, and local laws and regulations governing non-discrimination in employment.

Commented [PTA(1]: This is covered under the Cancellation section of the Letter Agreement.

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

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

CITY OF BLOOMINGTON

_____
Adam Wason, Director, Public Works

_____
Date

BOARD OF PUBLIC WORKS

BY: _____ _____
Kyla Cox Deckard, President Date

BY: _____ _____
Kelly M. Boatman, Vice President Date

BY: _____ _____
Dana Palazzo, Secretary Date

INDIANA BELL TELEPHONE COMPANY

_____
Gene Ferry, CWO Manager

6-27-17
_____
Date

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
   (job title) (company name)
2. The company named herein that employs the undersigned:
   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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Bloomington Animal Shelter Addition/Renovation

Project Managers: Adam Wason and Virgil Sauder

Project Description:

The City of Bloomington is a leader in the animal care and control industry, which speaks to the nature and character of the community. Often, when new Bloomington residents come into the Shelter, they are blown away by the staff, environment, and the healthy pets available for adoption. Over the last decade we have reduced euthanasia by 59%, increased adoptions by 25%, and reduced the total number of animals entering the system by 23%. For us to continue this type of success we must upgrade the Shelter.

In 2011, a building analysis and planning study was completed for the Shelter. (A copy of that study is attached to this Project Review and Approval Form.) The study's goal was to recommend renovations and additions that would allow the existing facility to provide "a solid basis for service into the next two decades."

In conducting that review, the consultant concluded that the numerous issues with the 1970s era portion of the shelter—including issues with the lighting, drainage, and HVAC—would require significant renovation in order to properly support the sheltered animals in a healthy environment, and that the cost of renovations would likely exceed the value of the entire building.[1]

[1] The study also noted inherently unworkable traffic patterns caused by the 1970s building and the 2004 expansion, which could not be resolved by a renovation.

This project would demolish the 1970s era portion of the shelter (which is currently used as the dog kennel area, Monroe County Humane Association Offices, Euthanasia Room, and Special Care Cat Room), reuse the 2004 expansion, and develop a new addition to accommodate the Shelter's current and projected future needs. This will both increase the Shelter's ability to properly care for the animals entering the Shelter and create a safe environment for the thousands of guests that enter the Shelter each year.

This project is a permissible use of Tax Increment. Although the starting point is an existing building, the scope of the project is more akin to new construction. If the TIF Test applied, all four factors would be satisfied:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of the Shelter, replacing an old, flawed building with a new building sufficient for the next two decades.
3. The Shelter after the completion of the project will perform as well as a newly constructed Shelter.
4. This project—demolition and new construction—was not contemplated as part of the normal life cycle of the existing Shelter.

Additionally, this is a project that would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: September 2015
End Date: January 2018

Financial Information:

Estimated full cost of project:	$2,206,373.28
Sources of funds:	TIF Bond or Consolidated TIF

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Phase / Work to be Performed		Cost	Timeline
1.	Design	$213,850	September 2015-March 2017
2.	Construction	$1,940,011	March 2017-January 2018
3.	Cat 6 Wiring and Fiber Optic Extension[2]	$25,000	March 2017-January 2018
4.	Gate at Vehicular Entrance	$20,000	March 2017-January 2018
5.	Conduit Installation	$2,750	May 2017-July 2017
6.	Utility Relocation	$4,762.28	July 2017 – September 2017

TIF District: Consolidated TIF (South Walnut)

Resolution History:
15-48 Original Project Review and Approval Form
15-99 Approval of Design Contract
17-19 Approval of Construction Contract
17-40 Conduit Installation
17-44 Approval of Addendum to Design Contract
17-49 Utility Relocation

To Be Completed by Redevelopment Commission Staff:

Approved on_____

By Resolution _____ by a vote of_____

[2] The original expectation was that items 3 and 4 would be included in the Construction Bid. Staff now expects these will be separate contracts.

17-50
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH THE BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION FOR ACTIVATION COORDINATION SERVICES REGARDING THE DIMENSION MILL

WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington created a certified tech park in Downtown Bloomington and established the required certified tech park fund ("CTP Fund"); and

WHEREAS, the CTP Fund may be used for, among other things, operation of a business incubator located in a certified technology park; and

WHEREAS, the RDC purchased approximately 12 acres of property, including the Showers Dimension Mill within the certified technology park (the "Trades District") from Indiana University; and

WHEREAS, the CTP Master Plan identified adaptive reuse of the Dimension Mill for technology office space as one community objective; and

WHEREAS, on September 6, 2016, the City of Bloomington ("City") brought the RDC a Project Review & Approval Form ("Form") which sought the support of the RDC to develop the Dimension Mill for use as tech office space ("Project"); and

WHEREAS, the RDC approved the Form in Resolution 16-55; and

WHEREAS, in furtherance of that project, the RDC has previously contracted with the BEDC and Kirkwood Design Studio to prepare a building program and with Blackline Studio to design the renovations; and

WHEREAS, in order to complete the activation of the Dimension Mill, the RDC requires Activation Coordination Services ("Services"); and

WHEREAS, the BEDC is qualified, willing, and able to provide the Services to the RDC pursuant to the terms of the Agreement that is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC has available funds in the CTP Fund to pay for the Services; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form ("Amended Form") that is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.

2. The RDC finds the above described expenditures to be an appropriate use of the CTP Fund, and finds that the Activation Coordination Services serves the public's best interest.

3. The RDC hereby approves payment of an amount not to exceed $25,000 from the CTP Fund for the Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims process.

4. The RDC hereby authorizes Donald Griffin to sign the Agreement with the BEDC.

5. The funding authorizations contained in this Resolution shall terminate on March 31, 2018, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
AND
BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION
REGARDING
THE DIMENSION MILL

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as "Commission"), and Bloomington Economic Development Corporation (hereinafter referred to as "BEDC"),

WITNESSETH:

WHEREAS, the Commission purchased approximately 12 acres of property within Bloomington's Certified Technology Park from Indiana University; and

WHEREAS, the Showers Dimension Mill ("Dimension Mill") was among the property acquired by the Commission from Indiana University; and

WHEREAS, after purchasing the 12 acres of property, a Master Plan was created, which identified—among other things—adaptive reuse of the Dimension Mill for technology office space as one community objective; and

WHEREAS, in furtherance of that objective, the Commission has contracted with Blackline Studio for the architectural services necessary to renovate the Dimension Mill based on the building program that was prepared—at the direction of the Commission—by BEDC and Kirkwood Design Studio; and

WHEREAS, in order to complete the activation of the Dimension Mill, the Commission also requires Activation Coordination Services ("Services"); and

WHEREAS, BEDC is qualified, willing, and able to provide the necessary Services for the Commission pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>:

BEDC shall diligently pursue the Services described in more detail below and shall complete the services described in this Agreement prior to October 1, 2017, consistent with the Standard of Care identified in Article 2.

1. Work with the Commission to establish the necessary groundwork to activate the Dimension Mill as a technology office space once the construction is complete. This will include:
    a. Creation of a separate nonprofit entity for operation of the Dimension Mill, including: (i) finding and retaining an attorney to set up the nonprofit, (ii) finding and retaining accounting services to set up the financials, (iii) obtaining customary and typical insurance for the nonprofit, and paying the initial premium of the insurance (not to exceed Five Thousand Dollars), and (iv) purchase of appropriate office equipment and other necessary materials (not to exceed Five Thousand Dollars).[1]
    b. Establishment of an Advisory Board for the separate nonprofit entity, expected to consist of local stakeholders in entrepreneurship, innovation, technology, life sciences, education, and community and economic development (among others) to help guide the separate nonprofit entity.
    c. Development of job descriptions for an "executive director" or "entrepreneur in residence". Upon the development of job descriptions consistent with the vision of the Dimension Mill, successful recruitment—in consultation with the Commission's designee—of an individual to fill that position. The parties expect both positions to be filled by independent contractors and initially funded by the City. The City and BEDC will work together to negotiate the contract, which may initially be between the independent contractor and either the BEDC or the separate nonprofit entity. The City and BEDC expect both contracts will ultimately be assigned to the separate nonprofit entity.

The BEDC shall provide the Commission with progress reports as requested by the Commission or Staff.

In the performance of BEDC's work, BEDC agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with the Director of Economic and Sustainable Development, currently Alex Crowley, as the representative of the Commission. BEDC agrees that any information or documents, including digital GIS information, supplied by the City or Commission pursuant to Article 3, below, shall be used by BEDC for this project only, and shall not be reused or reassigned for any purpose.

[1] For the avoidance of doubt, the Commission will follow all relevant, applicable processes set forth in state law prior to the transfer of any possessory interest in the Dimension Mill to any other entity.

Article 2. Standard of Care: BEDC shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of similar organizations in similar circumstances. The Commission shall be the sole judge of the adequacy of BEDC's work in meeting such standards; however, the Commission shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to BEDC, BEDC will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Commission: The Commission shall provide all necessary information regarding requirements for the Services, including access to the Dimension Mill as is necessary for BEDC to perform its work. The Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and BEDC shall be entitled to rely upon the accuracy and completeness of such information. The Commission shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation:

Upon completion of the Services and upon receipt of an invoice from the BEDC, the Commission shall pay BEDC Twenty Five Thousand Dollars ($25,000.00), which shall include all expenses paid to approved subcontractors, including attorneys and accountants associated with the completion of the Services.

The Commission shall make payment within forty-five (45) days of receipt of BEDC's invoice.

BEDC shall submit all invoices to:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
PO Box 100
Bloomington, Indiana 47404
crowleya@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Commission shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Commission are at any time not forthcoming or are insufficient, through failure of any entity, including the Commission itself, to appropriate funds or otherwise, then the Commission shall have the right to terminate this Agreement without penalty.

Article 6. <u>Termination</u>: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Commission may terminate or suspend performance of this Agreement at the Commission's prerogative at any time upon written notice to BEDC. BEDC shall terminate or suspend performance of the Services on a schedule acceptable to the Commission and the Commission shall pay BEDC for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to BEDC's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by BEDC in connection with this Agreement shall become the property of the Commission and BEDC, as set forth in Article 9 of this Agreement.

Article 7. <u>Identity of the Consultant</u>: BEDC acknowledges that one of the primary reasons for its selection by the Commission to perform the duties described in this Agreement is the qualification and experience of BEDC. However, as set forth above, BEDC may use subcontractors and consultants in the performance of certain aspects of the Services, such as attorneys and accountants. Any subcontractor or consultant must be approved by the Commission's designee in advance. The Commission's designee reserves the right to reject any of BEDC's personnel or outside professional sub-consultants, and the Commission's designee reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. <u>Reuse of Instruments of Service</u>: All documents, including but not limited to, drawings, specifications and computer software prepared by BEDC pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Commission or others on modifications or extensions of this project or on any other project. The Commission may elect to reuse such documents; however any reuse or modification without prior written authorization of BEDC will be at the Commission's sole risk and without liability or legal exposure to BEDC. The Commission shall indemnify, defend, and hold harmless BEDC against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification. Any verification or adaptation of documents by BEDC will entitle BEDC to additional compensation at rates to be agreed upon by the Commission and BEDC.

Article 9. <u>Ownership of Documents and Intellectual Property</u>: All documents, drawings and specifications, including digital format files, prepared by BEDC and furnished to the Commission as part of the Services shall become the property of the Commission. BEDC shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of BEDC.

Article 10. Independent Contractor Status: During the entire term of this Agreement, BEDC shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the Commission or the City of Bloomington. BEDC shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Insurance: During the performance of any and all Services under this Agreement, BEDC shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

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

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Commission, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

Article 12. Conflict of Interest: BEDC declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Services required under this Agreement. BEDC agrees that no person having any such interest shall be employed in the performance with this agreement.

In the interests of full disclosure, it is expected that the BEDC will become a tenant of the Dimension Mill upon the completion of the construction. This shall not inherently create a conflict

of interest. At all times while performing the Services under this Agreement, the BEDC shall act in the best interests of the Commission.

Article 13. Waiver or Breach: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

Article 14. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 15. Assignment: Neither the Commission nor BEDC shall assign any rights or duties under this Agreement, provided, however, BEDC may assign its rights to payment without the Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and BEDC.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: BEDC shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing nondiscrimination in employment.

Article 19. Compliance with Laws: In performing the Services under this Agreement, BEDC shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, BEDC shall advise the Commission of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, BEDC shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 20. <u>E-Verify</u>. BEDC 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). BEDC shall sign an affidavit, attached as Exhibit A, affirming that BEDC does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 21. <u>Notices</u>: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission: **BEDC:**

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

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

Article 22. Intent to be Bound: The Commission and BEDC each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission and BEDC. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Indemnification: BEDC shall defend, indemnify, and hold harmless the City of Bloomington, the Commission, and the officers, agents, and employees of the City and the Commission from any and all claims, demands, damages, costs, expenses, or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of BEDC or its agents or employees or independent contractors directly responsible to BEDC.

Article 25. <u>Non-Collusion</u>: BEDC is required to certify that it has not, nor has any other member, representative, or agent of BEDC, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. BEDC shall sign an affidavit, attached hereto as Exhibit B, affirming that BEDC has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

Bloomington Economic Development Corporation (BEDC)

_____
Lynn H. Coyne, President/CEO

_____
Date

EXHIBIT A

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

BEDC

By: _____

_____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires on:
_____

Redevelopment Commission Resolution 17-50
Exhibit B

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Dimension Mill Renovations

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

Project Description:

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

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

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

Financial Information:

Estimated full cost of project:	$3,476,489.64
Sources of funds:	2011 CTP Bond Consolidated TIF 2015 TIF Bond

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

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

4	Security System	$1,839.64	February 2017 – 2020

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

Resolution History:
16-55 Original Project Review and Approval Form
16-57 Approval of Agreement with BEDC for Architect Selection
16-83 Approval of Design Contract with Blackline
17-13 Approval of Contract with Koorsen
17-50 Approval of Agreement with BEDC for Activation Coordination Services

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____