

Memorandum of Understanding

Between

CITY OF BLOOMINGTON

And

MONROE COUNTY GOVERNMENT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Bloomington (“City”), and Monroe County Government, by its Board of Commissioners (“County”).

WHEREAS, the Monroe County Convention/Civic Center (“Center”) building was built in 1923 for the Graham Motor Sales company and converted to a Convention/Civic Center in 1991; and

WHEREAS, the Convention/Civic Center is the second most sought after destination for groups seeking to hold events of significant size in Indiana, surpassed only by the Indiana Convention Center; and

WHEREAS, people attending events at the Convention/Civic Center also patronize restaurants and shops in the City of Bloomington, and the resulting combined impact on the local economy over the past twenty-five (25) years is estimated at approximately \$256 million; and

WHEREAS, the Convention/Civic Center was upgraded and remodeled, but not enlarged, in 2012, and its current size has limited its ability to accommodate many groups desiring to hold events in Bloomington, including approximately forty (40) groups in 2016 alone that could not be accommodated; and

WHEREAS, the County and the City agree that an expanded Convention/Civic Center would provide civic benefits such as more meeting space and a greater variety of events, as well as significantly enhance the local economy through additional visitors to the area and increased employment opportunities; and

WHEREAS, the County and City agree that a project to expand the Convention/Civic Center requires their collaboration, and that a project is unlikely to move forward without the availability of certain county excise tax revenues provided for under Indiana Code § 6-9-41-0.3, *et seq.* (“Food and Beverage Tax”); and

WHEREAS, the Food & Beverage Tax is being collected since February 1, 2018; and

WHEREAS, the City and County agree that selection of an Architect to oversee the Convention/Civic Center Expansion Project is the next step to an expanded Convention/Civic Center.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Project

The City and County agree to collaborate on a Project to expand the Convention/Civic Center and provide for related supporting infrastructure (such as

parking, water/sewer, connectors, roadways, etc.) (the “Project”) for the benefit of the County, the City, their collective residents and the surrounding region.

Pursuant to Ordinance 2017-51 Section 5, Allocation of Food and Beverage Tax Between Monroe county and the City of Bloomington, both parties agree to distribute 90% of the revenue to the City of Bloomington and 10% of the revenue to the County until such time as the Monroe County Auditor is able to ascertain the location of the collection within the State distribution. Once the Auditor is able to distribute the money based upon collection locations, the County and the City of Bloomington, will correct the 90%-10% distributions as appropriate. Both parties recognize that the food and beverage tax distribution is based upon the point of collection, i.e. the restaurants, gas stations, etc., and not where the payor of the tax resides.

Section 2. City Use of Food and Beverage Tax Revenue

The County adopted an ordinance approving a Food and Beverage Tax, with City Council support via Resolution and the City hereby pledges that, subject to Section 5 below and I.C. § 6-9-41-16, the monthly tax revenue distributed under I.C. § 6-9-41-13 (“Tax Allocation”) to the City shall be used in accordance with I.C. § 6-9-41-15 for the following purposes:

- Construction and/or renovation of a convention/civic center, including all associated costs with the design.
- Financing or refinancing of a convention/civic center
- Operation of a convention/civic center
- Maintenance of a convention/civic center

Section 3. County Use of Food and Beverage Tax Revenue

The County adopted an ordinance approving a Food and Beverage Tax, and the County and City have pledged that, subject to I.C. § 6-9-41-16, the County may use one hundred percent (100%) of the Tax Allocation to the County in accordance with I.C. § 6-9-41-14 for related tourism or economic development projects

Bonds sold for construction of the Project facility may require contingent pledging of annual revenue from the full F&B revenues for appropriate debt-service coverage.

Section 4. Other Uses of Food and Beverage Tax Revenue

The County and City agree that the City may use up to 7.5% of its Tax Allocation for related tourism or economic development projects that support the civic center expansion project, as permitted under I.C. § 6-9-41-15. The balance of the City allocation will be used solely to support items stated in Section 3. At such time as the construction aspect of the Project is completed and all costs of the construction aspect of the Project have been paid, the first priority of the funding will be to supplement the Inn Keepers tax

for the necessary expenses, as determined by the Advisory Commission, for operation and maintenance of the Project. Any Tax Allocation in excess of that may be used for related tourism or economic development projects as allowed under I.C. § 6-9-41-12 and appropriately authorized under I.C. § 6-9-41-16.

Section 5. Food and Beverage Advisory Commission

As required under I.C. § 6-9-41-16, the parties shall set up an Advisory Commission composed of the members specified in the statute to “assist efforts of the county and city fiscal bodies regarding the utilization of food and beverage tax receipts.” The City executive shall select two (2) of the three members identified in I.C. § 6-9-41-16(a)(1), and the County executive shall select one (1) of the three members identified in I.C. § 6-9-41-16(a)(1).

Section 6 Convention and Civic Center Accountability Committee

The City and County shall set up a Convention and Civic Center Steering Committee for Accountability (or Steering Committee) with the following composition and authority:

A. Membership: The Steering Committee shall include nine (9) regular members appointed by both entities as follows:

- 1) City Council Member
- 2) County council member
- 3) Mayor
- 4) Commissioner
- 5) County Commissioners’ resident appointment
- 6) County Commissioners’ resident appointment
- 7) Mayor’s resident appointment
- 8) Mayor’s resident appointment
- 9) Resident appointment jointly agreed upon by the County Commissioners and Mayor.

Each Elected Commission and Council member appointment (1,2, and 4 above) shall be appointed by their respective bodies, and shall be subject to the guidelines, if any, imposed by the appointing body, including, but not limited to, the ability to appoint a proxy. However, any proxy must meet the same qualifications as the member.

The County shall designate one of its resident appointments and the City shall designate one of its resident appointments to serve as Co-Chairpersons of the Steering Committee.

All communications to architect, prior to the recommendation of the Architect selection to the contracting entity, shall be done at the direction of the Chairpersons.

The resident appointments serve at the pleasure of the appointing body.

B. Duties:

1. Review, recommend, and oversee the selection and work of the Architect for the Project.

In order to assure accountability to their constituents, the selection of the architect for the Convention/Civic Center must be approved by a majority vote of the four elected officials on the Steering Committee before the item may be considered by either entity.

This Section notwithstanding, nothing, including the Commission, shall override or circumvent the authority of statutory entities required to review and approve contracts, financing, petitions, applications, permits, or any other mandatory processes.

Section 7: City and County Responsibilities

The City will be responsible for the following:

1. Contracting and the payment for appropriate expenses for the Architect.
2. Providing list of stakeholders and other relevant entities that should provide input during design phase of the Project.

The County will be responsible for the following:

1. Provide list of stakeholders and other relevant entities that should provide input during design phase of the Project.
2. Providing Staff for the Steering Committee.

Both City and County agree to negotiate, in good faith, the future phases of the project including, but not limited to, the construction and operation phases.

Section 8. Definitive Agreement

The parties have executed this MOU to signify their joint commitment to pursuing and funding the Project in full collaboration on behalf of the entire community and region.

Section 9. Notices

Notice given by either party to the other under this MOU shall be in writing and delivered at the addresses provided below:

CITY

City of Bloomington Legal Department
401 North Morton, Suite 220
Bloomington, Indiana 47404
(812) 349-3426 (phone)
(812) 349-3441 (fax)

COUNTY

Monroe County Attorney's Office
Courthouse, Room 220
Bloomington, Indiana 47404
(812) 349-2525 (phone)
(812) 349-2982 (fax)

Section 10. Authority of Parties

Each party warrants that it is authorized to enter in this MOU, that the person signing on its behalf is duly authorized to execute the MOU, and that no other signatures are necessary.

Section 11. Counterparts

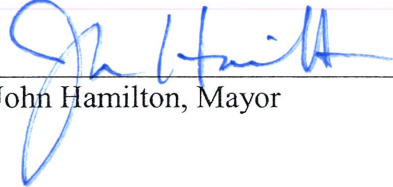
The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one original.

Section 12. Other Considerations

City and County mutually agree that all news/press releases and other forms of communication about the Project will be jointly prepared and released.


IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed for and on their behalf the day and year first hereinafter written.

CITY



John Hamilton, Mayor

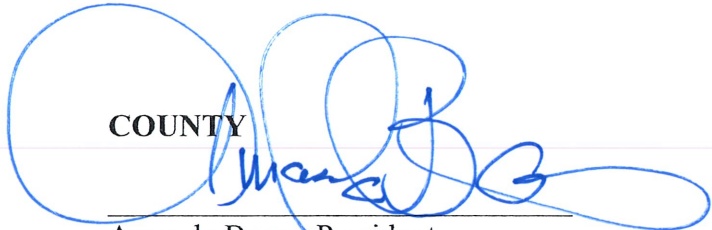
Attest:



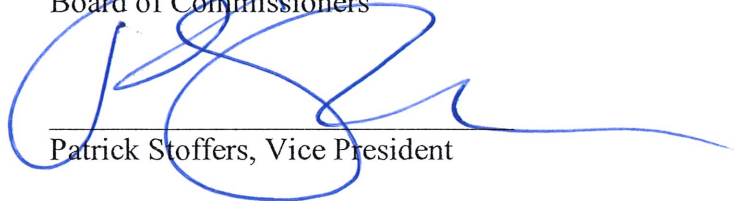
Nicole Bolden, Clerk

Date: 10/12/18

COUNTY



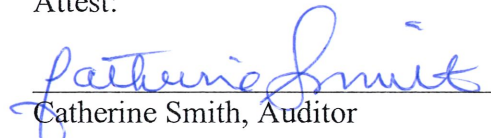
Amanda Barge, President
Board of Commissioners



Patrick Stoffers, Vice President

Julie Thomas, Commissioner

Attest:



Catherine Smith, Auditor

Date: Oct 10, 2018