



Monroe County Commissioners, City of Bloomington Mayor,
Monroe County Council, and City of Bloomington Common Council

Convention Center Meeting

Monday, March 2nd, 2020 – 5:00 pm

Monroe County Courthouse, Nat U. Hill Room

AGENDA

Call to Order – Chair, Julie Thomas, *President of the Monroe County Board of Commissioners*; Parliamentarian: Steve Volan, *City Council President*

1. Parking: what are the demands and/or expectations, and how should they be met?
 - a. Parking Demand Study – *Matt Flaherty*
 - b. Expectations of Conventioneers – Guidance from City consultant *Rob Hunden, Hunden Strategic Partners*
2. Environmental standards and sustainability goals for the expanded Convention Center – *Kate Wiltz and Matt Flaherty*
3. Exhibit A to the Interlocal Agreement: what real property should be included?
4. Continuation of discussion regarding appointments to the Convention and Visitor Commission – *Geoff McKim*
5. Next steps and, if necessary, next meeting date

Agenda item #1

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4. Parking Garage for the Convention Center: The City and County agree that a parking garage of adequate size (approximately 550 spaces) is required for the success of the Project, and that the parking garage will be designed to complement the Project. *Such parking garage size was determined in reviewing the needs of the Expanded Convention Center only, the Hotel parking needs are not included in that estimate.* The City has demonstrated that it has adequate funding options to construct the parking garage. The City and, if necessary, Redevelopment Commission shall determine the best funding options for the parking garage, and the appropriate parties will execute all documents necessary for approval and financing of the parking garage. The design will be coordinated with the CIB, and the City shall reimburse the CIB for any design costs related to the garage that were funded by the food and beverage tax. The Convention Center Parking Garage should be operational on or before the completion of the expanded Convention Center. If not, the City, in collaboration with the CIB, shall provide temporary alternative parking arrangements for the period prior to completion. All necessary funding shall be in place prior to the issuance of the bond referenced in Article III section 1 (D).

Any connection to the convention center shall be managed and maintained by the CIB.

City Council Member Matt Flaherty will have a proposal to incorporate “certain transportation demand management measures and be entitled ‘Transportation for the Convention Center’.”

Agenda item #2

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 7. Sustainability. The parties hereby express their desire and intention that the Project (Convention Center/Convention Center expansion, Parking Garage, and Hotel) will incorporate at the minimum, the City’s self-imposed “Green Building Program” of the Bloomington Municipal Code, Title 2 Chapter 2.29. This code requires all new construction and major renovation be designated, contracted, and built to achieve, at minimum, the US Green Building Council’s LEED® Silver level of certification.

The CIB is directed to continually pursue sustainability as financially and operationally feasible and practicable.

Suggested language from City Council member Matt Flaherty and County Council member Kate Wiltz
Section 7. Sustainability. The parties hereby express their desire and intention that the Project will incorporate sustainability into its design and future operations, and the CIB is directed to continually pursue sustainability as a primary goal. The parties acknowledge that municipal government is uniquely positioned to lead by example in the field of sustainability, and that the Project is an opportunity for the City and County to live up to adopted community goals and stated ideals in the context of sustainability and climate change mitigation and adaptation. It is understood that the Project should be a leader on sustainability for the conventions industry, seeking to pursue as low of a carbon footprint as possible. Every effort should be made to consider plans and actions outside the typical course of action for the industry, including, but not limited to: use of solar energy for electricity; use of electricity or geothermal energy for space and water heating; use of energy efficient building standards; use of locally sourced and low-carbon building materials; transportation demand management strategies; waste reduction and composting measures; use of green infrastructure to manage stormwater and pollution; and use of native plants in landscaping. In analyzing sustainability actions, the total cost of facility ownership, or a life-cycle assessment of a given action, should guide decision making, along with consideration of unpriced social benefits like Greenhouse Gas emissions reductions and cleaner water and air. If sustainability actions are cost-effective over their lifetime and/or clearly to the overall benefit of the public, but require greater upfront capital expenditures than traditional courses of action, the parties agree to explore funding strategies to pursue these actions.

ARTICLE III
ASSETS, FUNDING AND OPERATIONAL RESPONSIBILITIES

County Language A

The County shall transfer ownership of and/or pledge assets related to the Convention Center to the CIB as soon as practicable and feasible in light of the existing debt, after the CIB is established. Such assets shall include, but not be limited to, the existing Convention Center building, the expanded Convention Center, real property that was purchased with Innkeepers' Tax revenues as identified on Exhibit A, and some portion of the County's proceeds from the Innkeepers Tax revenues, subject to the authority of the CVC to dedicate those proceeds to funding the Convention Center operations in accordance with paragraph H of this chapter.

City Language A

The County shall transfer ownership of and/or pledge assets related to the CIB as soon as practicable and feasible in light of the existing debt, after the CIB is established. Such assets shall include, but not be limited to, the existing Convention Center building, the expanded Convention Center, all real property that was purchased with Innkeepers' Tax revenues as identified on the map in Exhibit A including "Property Near Expansion Area," the "Visit Bloomington" site located on North Walnut Street, and some portion of the County's proceeds from the Innkeepers' Tax revenues, subject to the authority of the CVC to dedicate those proceeds to funding the Convention Center operations in accordance with paragraph H of this chapter.

OR City Language option #2 A

The CIB shall determine, in consideration of the Architects' recommendations, the design for the Project and shall determine which parcels of real property identified on Exhibit A and/or the "Visit Bloomington" site located on North Walnut Street are appropriate for the short- and long-term success of the Project. The County shall negotiate in good faith with the CIB for transfer of the ownership of the properties identified by the CIB in Paragraph A, and/or for pledge or transfer of additional assets related to the Convention Center to the CIB as soon as practicable and feasible in light of the existing debt, after the CIB is established and has made the determinations described in Paragraph A, above. Such assets may include, but not be limited to, the existing Convention Center building, the expanded Convention Center, all real property that was purchased with Innkeepers' Tax revenues as identified on the map in Exhibit A, the "Visit Bloomington" site located on North Walnut Street, and/or some portion of the County's proceeds from the Innkeepers' Tax revenues, subject to the authority of the CVC to dedicate those proceeds to funding the Convention Center operations in accordance with paragraph H of this chapter

County Language C

The City shall transfer ownership of and/or pledge assets related to the Convention Center to the CIB as soon as practicable after the CIB is established. Such assets shall include, but not be limited to, real property that will be used for the Project as identified in Exhibit A, and the City's proceeds from the Food and

Beverage Tax revenues for so long as such proceeds are needed to finance bonds issued to fund the Project. These transfers and pledges shall be documented in an agreement with the CIB.

City Language C

The City shall transfer ownership of and/or pledge assets related to the Convention Center to the CIB as soon as practicable after the CIB is established. Such assets shall include, but not be limited to, real property that will or may be used for the Project as identified on the map in Exhibit A, and the City's proceeds from the Food and Beverage revenues for so long as such proceeds are needed to finance bonds issued to fund the Project. These transfers and pledges shall be documented in an agreement with the CIB.

City Language C option 2

The CIB shall determine, in consideration of the Architects' recommendations, the design for the Project and shall determine which parcels of real property identified on Exhibit A and/or the "Visit Bloomington" site located on North Walnut Street are appropriate for the short- and long-term success of the Project. The City shall negotiate in good faith with the CIB for transfer of the ownership of the properties identified by the CIB in Paragraph A and/or for pledge or transfer of additional assets related to the Convention Center to the CIB as soon as practicable after the CIB is established and has made the determinations described in Paragraph A, above. Such assets may include, but not be limited to, real property that is included on the map in Exhibit A, and the City's proceeds from the Food and Beverage Tax revenues for so long as such proceeds are needed to finance bonds issued to fund the Project. These transfers and pledges shall be documented in an agreement with the CIB

County Language E

The City and County understand the CIB shall only consider that portion of the Northern property owned by the City/City RDC for this project.

City Language E

The City and County understand that the CIB shall only consider property controlled by the County or the City/City RDC for use in this project

County NEW Proposed Language H

The County will not include the property south of the Architects' proposal at this time; however should the CIB have a recommendation for use that supports the convention center or convention center employees, and the property has not already been pledged to a different project, the County will be willing to review the proposal and make the transfer as appropriate. If the County at a future date, transfers the Southern properties as identified in Attachment A to the CIB, deed restrictions will be in place as noted in section "G".

City NEW Proposed Language

If, following the transfers of real property to the CIB as described in Paragraphs B and C above, the City and/or County retain any parcel(s) of real property as identified in Exhibit A, the party with ownership shall grant the other party a right of first refusal for purchase of the property before making any sale, transfer or other disposition thereof. If at a future time the CIB determines that it will sell, transfer or otherwise dispose of any property that was acquired from the City or the County under this Agreement, the CIB will grant a right of first refusal for purchase of such property to the party from whom it was acquired, and a right of second refusal for purchase to the remaining party to this Agreement

Attachment A

CIB Commitment Values-(Including Only Land Identified by the Architect)		City F& B	County
2021*		\$3,029,453	\$2,843,804
Total Cash Contribution 2021-2045		\$75,736,325	\$71,095,107
Land Description	Size in acres	City Value**	County Value**
Acquired North Site***	1.6	\$4,100,000.00	
North Site to be acquired	0.4	\$1,025,000.00	
East Area***	1.72		\$4,407,500.00
Lot South of Convention Center (Plaza and Hotel connector)	0.48		\$1,230,000.00
Current Center****	0.52		\$10,764,000.00
Debt Principle			-\$2,981,983.80
Total Calculated City Contribution*****		\$80,861,325.00	
Total Calculated County Contribution			\$84,514,623.20
* Based on InnKeepers' Tax Revenues from 2019 and Option Four in City's Presentation			
**Land values are based upon recent appraisal value of \$512,500 per 0.2 A			
***Structure to be removed, no value for structure assumed			
**** Assumes building value of \$250 per square feet			
*****This does not include the City Garage Commitment due to it not being included in the CIB			

Correspondence between City Council member Steve Volan and County Legal

- 1) What is the total amount collected in innkeepers' tax before 2020? This should go back to 1990, if not 1977 (when, I have heard, the tax was first implemented). What portion of this money was devoted to the convention center? The commissioners handed out

The Auditor's office is researching, but given several different accounting systems within that time period the outlook on this timeline is not good. The rough calculations would be 40% of the funding goes to the Convention Center and 60% to Visit Bloomington. Clearly, the purchase of the properties were part of these funds, so I would hesitate to add that to the above document as it inflates the County's contribution. Also, defining what is devoted to the Convention Center in addition to the 40% is not really clear cut given that Visit Bloomington does do marketing for the Center.

- 2) What is the expected cost of renovations to the existing convention center, irrespective of any new construction?

The renovations to the current center is estimated to by \$7.5 million dollars. That number was consistently used on pages 25-30 of the architects report, which is linked here.

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https://www.dropbox.com/home/Bloomington-Monroe%20County%20Convention%20Center/Meeting%20Notes%20%26%20Presentations/20190416_Design%20Charette?preview=20190418_Design+Charette+Day+3+Closing+-+compressed.pptx

3) Finally, and this is of minor importance, is there a reason you projected to 2045 and not, say, 2050?

It is based upon the longest anticipated Food and Beverage Bond, it was only fair to use the a 25 year timeframe for the respective bodies future commitment. Adding the additional 5 years, would then only increase the Counties side of the ledger by an amount between 14 to 15 Million.

Aerial 2016

W 4th ST

E 4th ST

W 3rd ST

E 3rd ST

W Smith AVE

W Howe ST

W 2nd ST

E 2nd ST

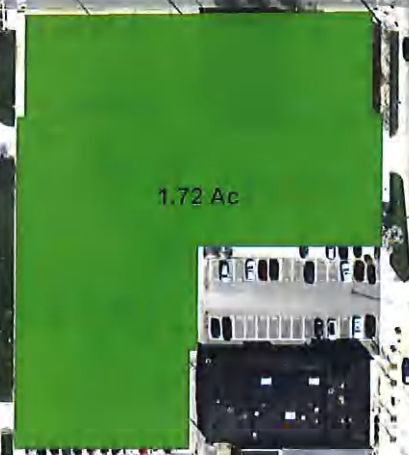
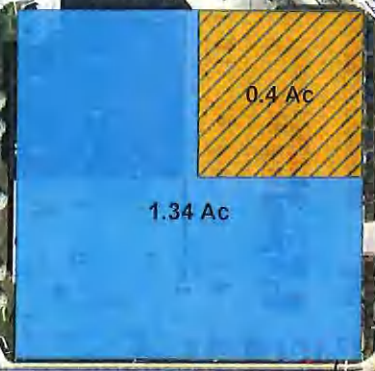
S Madison ST

B-Line Trail

S College AVE

GIS DISCLAIMER: Monroe County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map. The lines and corners represented by GIS do not represent legal boundaries. Users should not rely on them for any purpose other than a low-accuracy approximation of the location of lines or corners. They are of limited precision and are simply graphic representations developed for the county's limited purposes. By law, the legal boundaries of a parcel are a function of (1) the law, (2) evidence on the ground, and (3) the written deed description or subdivision plat. Only a registered land surveyor is trained and licensed to locate boundary lines.

March 02, 2020



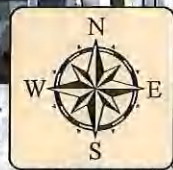
Legend

Identified Expansion Area

- County Owned Property
 - Convention Center
 - East Expansion Area
- City Owned Property
 - North Expansion Area

Areas Not Transferring to CIB

- Identified Parking Garage Area
- South City Property
- Property Near Expansion Area
 - Far-South County Property
 - West County Property
- Privately Owned Property
 - North Expansion Area



Agenda item #4

ARTICLE II
CIB AND CVC BOARD/COMMISSION MEMBERSHIP

Section 2. CVC Membership:

- A. The CVC shall be composed of five (5) members, as required by IC 6-9-4-2.
- B. No members of the CVC may be elected officials of or employees of either the County or the City, or of the following entities affiliated with or related to the County or the City the Bloomington Housing Authority, the City of Bloomington Utilities, Bloomington Public Transportation Corporation (“Bloomington Transit”).
- C. The Commissioners shall appoint two members to one-year terms, with the restrictions found in the IC 6-9-4-2.
- D. Year one (1), the City will make two recommendations for each of the two restricted appointments and the County Council would appoint one of them for each slot.
 - a. The unrestricted appointment would be made by the County for the first term. Upon completion of the first term (2 years), the City would submit two recommendations for the slot with the County choosing one of those recommendations.
 - b. The unrestricted appointment will alternate between the two entities.
 - c. Years in which the City has the unrestricted appointment, the County Council will have the other restricted appointment.

OR

- D. Year one (1), the City will make one recommendation for each of the two restricted appointments and the County Council will elect to appoint or veto the recommendation and request another.
 - a. The unrestricted appointment will be made by the County for the first term. Upon completion of the first term (2 years), the City will submit a recommendation for the slot with the County appointing or vetoing and requesting another recommendation.
 - b. The unrestricted appointment will alternate between the two entities
 - c. Years in which the City has the unrestricted appointment, the County Council will have the other restricted appointment.

Legend: Black language is agreed upon language by the group, Green language is agreed upon by both legal departments, Blue language is City and Gold is County.

**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT
FOR
THE OPERATION OF THE MONROE COUNTY CAPITAL IMPROVEMENT BOARD
AND THE
CONVENTION AND VISITORS COMMISSION**

This Interlocal Cooperation Agreement, is entered into on this ___ day of _____, 2020, by and between the Monroe County Board of Commissioners (“Commissioners”), the Monroe County Council (“County Council”), (the Commissioners and County Council hereinafter, collectively the “County”) the Mayor of the City of Bloomington, Indiana (“Mayor”) and the Bloomington Common Council (“City Council”) (the Mayor and Council hereinafter collectively the “City”).

WITNESSETH:

WHEREAS, Indiana Code 36-1-7, *et seq.*, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, the County and the City each possesses the power and authority to engage in activities that promote tourism and recreation, and to construct and operate improvements to further those ends; and

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

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

WHEREAS, the Convention 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; and

WHEREAS, the County and the City agree that an expanded Convention Center would provide civic benefits as well as significantly enhance the local economy through additional visitors to the area and increased employment opportunities; and

MARCH 2, 2020

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WHEREAS, the County and City agree that a project to expand the Convention Center will include the following capital components: renovation of the current Convention Center building, expanded exhibition and banquet hall space (at an estimated 60,000 square feet), a full-service hotel, and connectors between the components (the “Project”), including a parking garage which will be financed, constructed, and owned by the City and dedicated to service the Project; and

WHEREAS, the City and County acknowledge that the Project requires their collaboration in a true and equal partnership, and that a Capital Improvement Board (“CIB”) is the best vehicle for achieving that partnership; and

WHEREAS, the County intends to establish a CIB by ordinance as soon as this Agreement is executed for the purpose of managing the Project and, once construction is completed, operate the expanded Convention Center; and

WHEREAS, the County and City agree that the Project and ongoing operations of an expanded Convention Center will be funded through a combination of assets to be transferred or pledged by each party to the CIB, including but not limited to real property contributed by both parties, as well as certain tax revenues provided for under Indiana Code § 6-9-41-0.3, *et seq.* (“Food and Beverage Tax”), and under Indiana Code §6-9-4-1 *et seq.* (“Innkeepers Tax”); and

WHEREAS, the County is authorized under Indiana Code §36-10-8-4 to determine who may appoint members to the CIB, and the County is also authorized to make appointments to the Convention Visitors Commission (“CVC”), which oversees expenditures of the Innkeepers Tax revenues; and

WHEREAS, the parties agree that their respective contributions of assets to the Project dictates that the parties have an equal voice in the course of the Project and the future management and operation of the Convention Center under the authority of the CIB and the CVC;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree as follows:

ARTICLE I **PURPOSE AND DURATION OF AGREEMENT**

Section 1. Purpose: The purpose of this Agreement is to set forth and define the respective duties, obligations, rights and responsibilities of the County and the City with regard to the CIB and the CVC. In order to afford the County and the City input into the ongoing operations of the Convention Center commensurate with their contribution of equivalent assets to the Project and Convention Center operations, this Agreement encompasses both the CIB and the CVC, as these entities together will control the Convention Center’s assets and funding streams.

The Project goals are threefold, 1) to expand the tourism industry in downtown Bloomington, and Monroe County, 2) to provide accommodations, to local not for profits and civic

MARCH 2, 2020

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organizations; and 3) to accentuate the Community goals of sustainable and environmentally-progressive action.

Section 2. Duration: This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect for the duration of the longest term of any of the bonds issued to finance the Project and until either party provides written notice of termination at least six (6) months in advance. The terms of this Agreement may not be changed for the life of such bond or bonds, except by mutual agreement of the parties. In the event state statutes governing the CIB and CVC are amended so as to substantively affect the balance of authority among the parties under either the terms of this Agreement or any of the other governing documents for the CIB or CVC, the County and City agree to renegotiate the terms of this Agreement in the interest of maintaining the balance of authority between the parties.

ARTICLE II CIB AND CVC BOARD/COMMISSION MEMBERSHIP

Section 1. CIB Membership:

- A. The CIB shall be composed of seven (7) members, as required by IC 36-10-8-4. The County shall appoint three (3) members and the City shall appoint three (3) members. The County and the City shall jointly approve on the seventh (7) member from a slate of candidates proposed by the six (6) CIB members appointed by the City and County.
- B. The statutory requirements related to political party affiliations of appointments to the CIB shall be fulfilled by agreement of the County and City. The initial appointments, and for as long as the County and the City officials making the appointments are, by majority, of the same political party, the County and City shall each be required to appoint one (1) member who is not affiliated with the majority political party, and the seventh member, who is jointly appointed, shall also not be affiliated with the majority political party, if necessary to comply with State Code sections 36-1-8-10 and 36-10-8-4.
- C. No members of the CIB may be elected officials of or employees of either the County or the City, or of the following entities affiliated with or related to the County or City: the Bloomington Housing Authority, the City of Bloomington Utilities, and Bloomington Public Transportation Corporation (“Bloomington Transit”).
- D. Two (2) members appointed by the County shall each serve an initial one (1) year term, and the other member shall serve a (2) year term. One (1) member appointed by the City shall serve an initial one (1) year term, and the other two members shall serve (2) year terms. The seventh (7) jointly-appointed member shall serve a two (2) year term.

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- E. Subsequent terms of members shall be two (2) years. Members may be reappointed when their terms expire. All terms shall begin on January 15 and end on January 14 of the following year.
- F. No member of the CIB may also serve simultaneously on the CVC or Food & Beverage Tax Advisory Commission (FBTAC).

Section 2. CVC Membership:

- A. The CVC shall be composed of five (5) members, as required by IC 6-9-4-2.
- B. No members of the CVC may be elected officials of or employees of either the County or the City, or of the following entities affiliated with or related to the County or the City the Bloomington Housing Authority, the City of Bloomington Utilities, Bloomington Public Transportation Corporation (“Bloomington Transit”).
- C. The Commissioners shall appoint two members to one-year terms, with the restrictions found in the IC 6-9-4-2.
- D. **The first year, the City will make two recommendations for each of the two restricted appointments and the County Council would appoint one of them for each slot.**
 - a. **The unrestricted appointment would be made by the County for the first term. Upon completion of the first term (2 years), the City would submit two recommendations for the slot with the County choosing one of those recommendations.**
 - b. **The unrestricted appointment will alternate between the two entities.**
 - c. **Years in which the City has the unrestricted appointment, the County Council will have the other restricted appointment.**

OR

D. The first year, the City will make one recommendation for each of the two restricted appointments and the County Council will elect to appoint or veto the recommendation and request another.

a. The unrestricted appointment will be made by the County for the first term. Upon completion of the first term (2 years), the City will submit a recommendation for the slot with the County appointing or vetoing and requesting another recommendation.

d. The unrestricted appointment will alternate between the two entities.

c. Years in which the City has the unrestricted appointment, the County Council will have the other restricted appointment.

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- E. All terms of office shall begin on January 1 and end on December 31, consistent with State law. A member whose term expires may be reappointed to serve another term. If a vacancy occurs, a person shall be appointed by the original appointing authority in the same manner as the original appointment to serve for the remainder of the term.
- F. No member of the CVC may also serve simultaneously on the CIB or FBTAC.

ARTICLE III
ASSETS, FUNDING AND OPERATIONAL RESPONSIBILITIES

Section 1. CIB Assets and Funding; CVC Funding:

- A. The County shall transfer ownership of and/or pledge assets related to the Convention Center to the CIB as soon as practicable and feasible in light of the existing debt, after the CIB is established. Such assets shall include, but not be limited to, the existing Convention Center building, the expanded Convention Center, real property that was purchased with Innkeepers' Tax revenues as identified on Exhibit A, and some portion of the County's proceeds from the Innkeepers Tax revenues, subject to the authority of the CVC to dedicate those proceeds to funding the Convention Center operations in accordance with paragraph H of this chapter.
- B. Any agreement between the County and the CIB related to commitment of Innkeepers Tax proceeds to the CIB will be reviewed in light of the current debt obligations of the County's Innkeepers tax fund. The CVC, subject to paragraph H, shall approve any such agreement.
- C. The City shall transfer ownership of and/or pledge assets related to the Convention Center to the CIB as soon as practicable after the CIB is established. Such assets shall include, but not be limited to, real property that will or may likely be used for the Project as identified in Exhibit A, and the City's proceeds from the Food and Beverage Tax revenues for so long as such proceeds are needed to finance bonds issued to fund the Project. These transfers and pledges shall be documented in an agreement with the CIB.

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- D. Neither the **Convention Center Parking** garage **that will** service the project nor the real property on which it is built will be transferred to the CIB.
- E. **The City and County understand the CIB shall only consider that portion of the Northern property owned by the City/City RDC for this project.**
- F. The City shall commit its Food and Beverage Tax revenues, with any appropriate credit enhancement, to the CIB **to the extent required to adequately fund the debt service on the bonds covering the design and construction of the Project, renovation of the current Convention Center, and related soft costs up to the projected budget for the Project of forty-four million dollars (\$44,000,000.) Such amount may be increased only after approval by the City Council.** No additional debt may be issued using the City's Food and Beverage Tax revenues until such revenues annually exceed two times the debt requirement, unless approved by the City Council **and the County Council.**
- G. **The City and County shall transfer all real property that will be used for the Convention Center as identified on County Exhibit A and in accordance with the Architects recommendations to the CIB. Subject to existing and anticipated debt requirements, such transfers shall be in fee simple. Each party may place deed restrictions on real property it transfers regarding future property ownership in the event the land is not used for a Convention Center purpose.**
- H. **The County will not include the property south of the Architects proposal at this time. However should the CIB have a recommendation for use that supports the convention center or the convention center employees in the future and the property is not being used for a new project, the County will be willing to make the appropriate transfer. Deed restrictions will be in place regarding future property ownership in the event the land is not used for convention center purposes.**
- I. Any contracts between the County and the CIB, or the City and the CIB, shall require approval of all parties to this agreement, in the same manner as approval of this Interlocal agreement, except that the State Attorney General shall not be asked to approve this contract.
- J. The CVC shall work with both the City and County in developing its annual budget to reach agreement among the parties prior to presenting the budget for official approval. The CVC shall then present the budget for the Innkeepers tax to the City Council for review and approval prior to the County Council Budget Session. The CVC shall present the budget for the Innkeepers tax to the County Council during a County Council Budget Session. **In the event the County Council does not agree with the budget approved by the City Council, the two Councils shall work to come to agrcement on**

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a budget that both Councils can approve. If the Councils cannot agree on a budget, the budget for the then-current year shall be the budget for the succeeding year.

- K.** The CIB shall work with both the City and County Council in developing its annual budget to reach agreement among the parties prior to presenting the budget for official approval. The CIB shall then present its budget to the City Council for review and approval prior to the County Council Budget Session. The CIB shall present its budget to the County Council during a County Council Budget Session. **In the event the County Council does not agree with the budget approved by the City Council, the two Councils shall work to come to agreement on a budget that both Councils can approve. If the Councils cannot agree on a budget, the budget for the then-current year shall be the budget for the succeeding year.**
- L. The fiscal bodies of the County and the City shall each approve any bond issues by the CIB, before any bonding request is made to the County Commissioners.

Section 3. CIB Operations:

- A. As initial matters, the parties agree as follows:
1. The CIB shall be responsible for determining the location of the various components of the Project (including the expanded exhibition/banquet hall space, parking garage, hotel, hotel parking, and connectors) based on site design work already completed by the architects.
 2. The CIB shall be responsible for determining the selection process and ultimate choice of a hotelier to construct and operate a hotel to service the Convention Center.
 3. The County agrees to approve and appropriate \$50,000 in funding for set up expenses of the CIB, such as independent legal counsel and independent controller/accounting services.
 4. The City has legislated via appropriations ordinance 19-09 (in the not-to-exceed amount of \$5.9 million) and committed via a contract dated December 20, 2019 with Schmidt Associates, architects, entitled, "Letter of Agreement—Bloomington-Monroe County Convention/Civic Center Expansion Phase 2," that such contract shall as soon as practicable be assigned to the CIB. The CIB shall be the contracting party with the architects for the Project design, and the CIB shall be the contracting party for any other construction or other services needed to complete the Project. Both the City and County agree to enter into any necessary contractual arrangements with the CIB for these purposes as soon as practical.

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- B. The CIB may hire such staff and contract for such services as it needs to assist the members in operating the CIB and the Convention Center consistent with its budget
- C. The CIB may contract with an entity or entities to operate the Convention Center.
- D. No elected officials or employees of either the County or the City, or of the following entities affiliated with or related to the County or City, may be hired as employees of the CIB: the Bloomington Housing Authority, the City of Bloomington Utilities, and Bloomington Public Transportation Corporation (“Bloomington Transit”).
- E. Any agreements between the CIB and either the County or the City must include language indicating that any information or report required by such agreement shall be provided to both the City and County.

Section 4. CVC Operations:

- A. The CVC shall negotiate the terms of a contract with the CIB to fund all operating needs of the Convention Center. As provided in Article III, Section 3.C above, the CIB may, and is expected to, contract with another entity to provide operational and management services (“Management Contract”). The existing County contract for facility management of the current Convention Center will be assigned to the CIB as soon as practicable.
- B. The CVC may hire such staff and contract for such services as it needs in conducting the CVC’s business, consistent with its budget
- C. No elected officials or employees of either the County or the City, or of the following entities affiliated with or related to the County or City, may be hired as employees of the CVC: the Bloomington Housing Authority, the City of Bloomington Utilities, Bloomington Public Transportation Corporation (“Bloomington Transit”).

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 1. Convention Center Name: The County and City agree that there shall be no sale of naming rights to the overall Convention Center without approval by both the County and the City. The CIB shall determine a process for selecting a name for the newly expanded Convention Center. Individual room naming rights are under the purview of the CIB.

Section 2. Local Government Approvals: The City and County shall cooperate and approve any documents necessary to secure timely local government approvals for the Project site plan and design.

Legend: Black language is agreed upon language by the group, Green language is agreed upon by both legal departments, Blue language is City and Gold is County.

Section 3. Amendment of this Agreement: The parties may mutually agree to amend this Agreement to correct errors, clarify the understanding of the parties, or to otherwise fulfill the intent of the parties where the initial signed version is deemed inadequate for that purpose.

Section 4. Parking Garage for the Convention Center: The City and County agree that a parking garage of adequate size (approximately 550 spaces) is required for the success of the Project, and that the parking garage will be designed to complement the Project. **Such parking garage size was determined in reviewing the needs of the Expanded Convention Center only, the Hotel parking needs are not included in that estimate.** The City has demonstrated that it has adequate funding options to construct the parking garage. The City and, if necessary, Redevelopment Commission shall determine the best funding options for the parking garage, and the appropriate parties will execute all documents necessary for approval **and financing** of the parking garage. The design will be coordinated with the CIB. **and the City shall reimburse the CIB for any design costs related to the garage that were funded by the food and beverage tax. The Convention Center Parking Garage should be operational on or before the completion of the expanded Convention Center. If not, the City, in collaboration with the CIB, shall provide temporary alternative parking arrangements for the period prior to completion. All necessary funding shall be in place prior to the issuance of the bond referenced in Article III section 1 (D).**

Any connection to the convention center shall be managed and maintained by the CIB.

Section 5. Hotel for the Convention Center: The City and County understand that the CIB will be responsible for selecting the hotelier and hotel design, including hotel parking. However, if the hotel portion of the Project requires additional incentives such as tax abatement or transfer or other dedication of a real property interest to the hotelier, the City and County agree to collaborate in creating the incentive package. It is understood that the CIB will negotiate with the hotelier for operational items such as room blocks. The City and County agree to support the CIB's negotiation of such agreements.

Section 6. General Intention as to Convention Center Use. The parties intend that the Convention Center shall also serve as a Civic Center for the use of community residents and non-profit organizations, consistent with the financial and operational needs of the Convention Center.

Section 7. Sustainability. The parties hereby express their desire and intention that the Project will incorporate sustainability into its design and future operations, and the CIB is directed to continually pursue sustainability as a primary goal, so far as financially and operationally feasible and practicable.

Legend: Black language is agreed upon language by the group, Green language is agreed upon by both legal departments, Blue language is City and Gold is County.

WHEREFORE, the parties hereto have executed this Agreement as of the date first set forth above.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

Julie Thomas, President

John Hamilton, Mayor

Lee Jones, Vice President

Penny Githens, Member

ATTEST: (Dated: _____)

Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON COMMON COUNCIL

President

ATTEST:

Nicole Bolden, Clerk
City of Bloomington

MONROE COUNTY COUNCIL

President

MARCH 2, 2020

Legend: Black language is agreed upon language by the group, Green language is agreed upon by both legal departments, Blue language is City and Gold is County.

ATTEST:

_____, Clerk
Monroe County

MARCH 2, 2020



Monroe County Commissioners, City of Bloomington Mayor,
Monroe County Council, and City of Bloomington Common Council

Convention Center Meeting

Monday, March 2nd, 2020 – 5:00 pm

Monroe County Courthouse, Nat U. Hill Room

AGENDA

Call to Order – Chair, Julie Thomas, *President of the Monroe County Board of Commissioners*; Parliamentarian: Steve Volan, *City Council President*

1. Parking: what are the demands and/or expectations, and how should they be met?
 - a. Parking Demand Study – *Matt Flaherty*
 - b. Expectations of Conventioneers – Guidance from City consultant *Rob Hunden, Hunden Strategic Partners*
2. Environmental standards and sustainability goals for the expanded Convention Center – *Kate Wiltz and Matt Flaherty*
3. Exhibit A to the Interlocal Agreement: what real property should be included?
4. Continuation of discussion regarding appointments to the Convention and Visitor Commission – *Geoff McKim*
5. Next steps and, if necessary, next meeting date