

City of Bedford – Minutes

Redevelopment Commission Meeting
September 12th, 2022
StoneGate Arts & Education Center
931 15th Street
4:00 PM

Call to Order: Penny May

The Redevelopment Commission of the City of Bedford, Indiana met for Regular Meeting on September 12th, 2022, at 4:00 PM at StoneGate Arts & Education Center. Penny May Presided and called the meeting to order.

Roll Call: Penny May

Members Present

Mayor Samuel J. Craig
Judy Carlisle
Ryan Griffith
Craig Turpen
Penny May
Shea Hooten

Non-Voting School Board Member: Tracy Bailey

Reading of Minutes- August 8th, 2022

- Craig Turpen made the motion to approve,
- Ryan Griffith seconded the motion,
- ***All votes were in favor, No One opposed, Approved***

New Business:

1. Request Approval and Acceptance of Payment for Midwestern Engineer's Inc. Invoice No. 202205600-02-Design of New Police Station Located at 2308 16th Street-\$51,100

- For services rendered July 31, 2022, through September 3, 2022.
 - Invoice 202205600-02 for Design Services in the amount of \$51,100
- Judy Carlisle made the motion to approve,

- Shea Hooten seconded the motion,
- *All votes were in favor, No One opposed, Approved*

2. Request Approval and Acceptance of Boyce McKinney & Evans Engagement Letter-Legal Services

BOSE McK1NNEY &EVANS LLP

ATTORNEYS AT LAW

September 8, 2022

McKinney & Evans LLP (the "Firm") to perform legal services for it as its special counsel in connection with various financings (e.g., bonds, leases and bond anticipation notes), economic development matters (e.g., tax increment areas, project agreements, purchase agreements) and other related matters as may arise from time to time and for which you may contact us to perform legal services on. This letter confirms the terms on which the Firm has agreed to represent the City.

Our services will be billed at our hourly rates in effect from time to time for the attorneys and other personnel, including paralegals, performing the services. Our rates range from \$500-600 per hour for senior level attorneys, \$300-500 per hour for mid-level attorneys and \$150-300 per hour for junior level attorneys and paralegals. Our hourly rates are normally adjusted at the beginning of each calendar year for all attorneys and paralegals. I will be the attorney primarily involved, with the City matters and my current hourly rate is \$565.

In addition to hourly fees, the City will be responsible for payment of any disbursements, expenses, costs, and charges incurred on its behalf in connection with our representation, including but not limited to travel expense, secretarial overtime, photocopying (at \$.15 per page), delivery charges, and computerized research. We also require that the City pay any expenses billed by third parties (such as expenses of filing fees, if any) directly to those third parties. We will forward the invoices from those third parties to the City with information on how to pay those expenses. If we elect to pay any such expenses directly, we will bill the City for reimbursement of such expenses in our invoices.

Our invoices are normally issued monthly and are payable within 30 days after the invoice date. We may elect to issue our invoices upon the completion of a project (e.g., upon a bond closing for which we serve as bond counsel). With regard to each project on which we are asked to assist with legal services, we will coordinate with the City on whether to bill our services monthly or upon project completion. In any event, prompt payment upon receipt of our invoices is a condition of our continued representation. We reserve the right to charge interest at the rate of 1-1/2% per month (18% annual percentage rate) on any balance of an invoice not paid within 30 days of the invoice date. In the unlikely event the City fails to pay our invoices and we must take action to collect them, the City will be responsible for any costs we may incur, including attorneys' fees and costs. Obviously, we do not anticipate any problems in collection, and I hope that the City will contact me directly if it has any questions or concerns about any invoice it receives from us.

The City has the right to terminate our representation at any time. We may also

terminate our representation at any time for any reason consistent with the Rules of Professional Conduct, including but not limited to the non-payment of fees or expenses or other failure to comply with the terms of our engagement as described in this letter. In the event of termination of our representation for any reason, the City will be responsible for all fees and other amounts incurred in connection with our representation up to the date of termination, and for all fees and other amounts incurred to transfer the work to the City's new attorney.

After our engagement on this matter ends, we will maintain our file on this matter in accordance with our document retention policy which provides for destruction of our file without further notice after a designated period -- typically a period of ten (10) years. At the City's request during or subsequent to our engagement on this matter and prior to destruction of the file, we will provide copies of any documents from our file which the City has furnished us in connection with this matter.

This letter relates specifically to the terms of our engagement in connection with the matters described in the first paragraph of this letter. If the City wishes to retain us for other matters and we accept any such representation, we may require that a separate engagement letter be executed for any such other matter, which may contain terms different from those contained in this letter. If no additional such engagement letter is executed for a new matter, the terms of this letter shall apply to the new matter.

We acknowledge that this engagement constitutes a public contract for services subject to the terms and provisions of Indiana Code 22-5-1.7. The Firm has enrolled in and does verify the work eligibility status of all of its newly hired employees through the E-Verify program (as defined in Indiana Code 22-5-1.7-3). We will continue to verify the work eligibility status of all of our newly hired employees through the E-Verify program until the earlier of (i) the conclusion of this engagement or (ii) the expiration of the E-Verify program. Attached hereto is an affidavit affirming that the Firm does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

- Shea Hooten made the motion to approve,
- Craig Turpen seconded the motion,
- ***All votes were in favor, No One opposed, Approved***

3. Request Permission and Approval to Advertise for Sealed Bids-New Police Station Located at 2308 16th Street-Greg Pittman

- The deadline for accepting sealed bids is tentatively set for October 27th for review.
- A special meeting is set for November 3rd at 4:00 PM for awarding the bid.

- Judy Carlisle made the motion to approve,
- Shea Hooten seconded the motion,
- ***All votes were in favor, No One opposed, Approved***

4. Resolution 5-2022-Pledging Certain Tax Increment Revenues to the Funding of Spider Creek Lift Station Sewer Improvements and Upgrades to Sewage Collection System-Mist Adams

RESOLUTION NO. 5-2022

A RESOLUTION OF THE CITY OF BEDFORD REDEVELOPMENT COMMISSION PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE FUNDING OF SPIDER CREEK LIFT STATION SEWER IMPROVEMENTS AND UPGRADES TO THE CITY OF BEDFORD, INDIANA, SEWAGE COLLECTION SYSTEM

WHEREAS, the City of Bedford Redevelopment Commission (the “Commission”), governing body of the City of Bedford Redevelopment District (the “District”), has previously created the Consolidated Bedford Economic Development Area Allocation Area (the “Allocation Area”) for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created the Consolidated Bedford Economic Development Area Allocation Area Allocation Fund (the “Allocation Fund”) pursuant to IC 36-7-14-39; and

WHEREAS, the City of Bedford, Indiana (the “City”) requests to pay a portion of the costs of certain sewage works improvements that benefit and serve the Allocation Area (the “Project”); and

WHEREAS, the Commission has determined that it will be of public utility and benefit to pledge the Commission’s tax increment revenues generated from the Allocation Area (the “TIF Revenues”) in the amount of two million dollars (2,000,000).

NOW, THEREFORE, BE IT RESOLVED by the City of Bedford Redevelopment Commission, as follows:

1. Pursuant to IC 36-7-14-39(b)(3)(D) and IC 5-1-14-4, the Commission hereby pledges the TIF Revenues to the City for the purposes described herein. The transfer of the Pledged Amount as described herein, on a junior basis to any current or future pledges of the TIF Revenues, is hereby approved.

2. The pledge set forth herein shall be deemed to be an irrevocable pledge.

3. The President of the Commission is hereby authorized to enter into an agreement on behalf of the Commission to implement the pledge authorized hereby, in such form as such officer shall deem necessary or appropriate, not inconsistent with the terms of this Resolution.

4. This resolution shall take effect immediately upon adoption by the Commission

- Shea Hooten made the motion to approve Resolution 5-2022,
- Craig Turpen seconded the motion,
- ***All votes were in favor, No One opposed, Resolution 5-2022, Approved***

5. Update of New Police Station-Mayor Samuel J. Craig

- Mayor Craig said Chief Moore is continuing meeting with the Architects and parties involved in the design, interior, layout, etc.
- Chief Moore additionally is continuing discussions for the security system and façade.

Discussion

- No Discussion

Adjourn

- Craig Turpen made the motion to approve,
- Judy Carlisle seconded the motion,
- **All votes were in favor, No One opposed, Meeting Adjourned, Passed**

The Redevelopment Commission 2022

- *Samuel J. Craig, Mayor* _____
- *Penny May, President* _____
- *Judy Carlisle, Vice-President* _____
- *Ryan Griffith, Secretary* _____
- *Shea Hooten, Member* _____
- *Craig Turpen, Member* _____

Attest: Ryan Griffith
Secretary, Redevelopment Commission _____