

ORDINANCE NO. 77-60

AN ORDINANCE AUTHORIZING ACQUISITION OF
PROPERTY BY THE CITY OF BLOOMINGTON, INDIANA

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON,
INDIANA, THAT:

SECTION 1. Pursuant to Resolution 77-4 the Negotiation
Committee authorized thereby presents and the Common Council
approves the following proposed agreement for acquisition of property
located in the Northwest corner off the square commonly known as
CBD Block 19:

Contract for Sale of Real Estate

The undersigned, City of Bloomington, Department of
Redevelopment, hereby agrees to sell to City of Bloomington,
the following described real estate located in Monroe
County, State of Indiana, to-wit:

In Lots numbered Two Twenty-One (221) and
Two Twenty-Two (222) in the original plat
of the City of Bloomington, Monroe County,
Indiana,

City of Bloomington, Department of Redevelopment
(hereinafter referred to as Seller) and City of Bloomington,
(hereinafter referred to as Buyer) hereby agree upon the
following terms of sale:

1. Seller agrees to sell to Buyer the above described
real estate for a total purchase price of Seventy
Thousand Six Hundred Dollars (\$70,600.00) to be paid
by Buyer to Seller within two (2) years from the date
of this Contract; no interest to be paid by Buyer to
Seller on said purchase price and said purchase price
may be prepaid at any time.
2. Buyer agrees, at its own expense, to pave, stripe
and meter the above-described real estate with parking
meters no later than August 1, 1977, or within thirty
(30) days after acceptance of this Contract by Buyer.
3. Buyer to receive One Hundred per cent (100%) of the
revenue obtained from the parking meters placed on
the above-described real estate and Buyer agrees to
police and collect and remit such revenue to the Con-
troller of the City of Bloomington. Of such revenue
so collected the Controller is directed to pay Fifty
per cent (50%) of such revenue to City of Bloomington,
Department of Redevelopment, to apply on the purchase
price as a credit to Buyer under the terms of this
Contract; the balance of such revenue the Controller
is to retain in the Parking Meter Fund Account.
4. Buyer agrees to pay all taxes owing to Monroe
County now outstanding and a lien against the above-
described real estate which amount to the sum of \$676.93.

5. Restrictions on Conveyance. The Buyer has not made or created and shall not make or create or suffer to be made or created,

(a) Any total or partial sale, conveyance or lease of the lots or any part thereof or interest therein or

(b) Any assignment of Deed or any part thereof or

(c) Any agreement to do any of the foregoing without the prior written approval of the City of Bloomington Department of Redevelopment. Such approval shall be on such condition as the Department of Redevelopment may in its exclusive discretion determine.

6. Conflict of Interest. No commissioner of the City of Bloomington, Department of Redevelopment, nor member of the City of Bloomington Common Council nor any other official or employee, of said Department or of another department or agency of said City, shall prior to the Program's completion, have voluntarily acquired any personal interest, direct or indirect, individually or through any corporation or partnership or otherwise, in the purchase, disposition, demolition, clearance, preparation, construction or rehabilitation of the lots or of any part thereof or of any improvements thereon.

7. Limitations. The City agrees for itself, its successors and assigns, and every successor in interest to the lots, or any part thereof, that the City and such successors and assigns shall:

(a) Devote the lots to, and only to and in accordance with, the uses specified in the Urban Renewal Plan, as the same may hereafter be amended and extended from time to time; and

(b) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the lots or any improvements erected or to be erected thereon, or any part thereof.

(c) Comply with the regulations issued by the Federal Secretary of Housing and Urban Development set forth in 37 R.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards;

and that it is intended and agreed, that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City of Bloomington, Department of Redevelopment, its successors and assigns, the City, and the United States of America (in the case of the covenant provided in subdivision (b) of this section, against the City, its successors and assigns, and every successor in interest to the lots or any part thereof or any interest therein, and any party in possession or occupancy of the lots or any part thereof. It is further intended and agreed that the agreements and covenants provided (1) in subdivision (a) of this section shall remain in effect until the Urban Renewal Plan terminates, (at which time such agreement and covenant shall terminate), and (2) in subdivision (b), shall remain in effect without limitations as to time.

8. Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of this section, it is intended and agreed that the City of Bloomington, Department of Redevelopment shall be deemed a beneficiary of the agreements and covenants provided in this section and the United States of America shall be deemed a beneficiary of the covenant provided in subdivision (b) of this section, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City of Bloomington, Department of Redevelopment and the United States of America for the entire period during which such agreements and covenants shall be in force, without regard to whether the City of Bloomington, Department of Redevelopment or the United States of America is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The City of Bloomington, Department of Redevelopment shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right, in the event of any breach of the covenant provided in (b) to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

9. Equal Employment Opportunity. The City, for itself and its successors and assigns, agrees that it will include equal employment opportunity provisions in every contract or purchase order which may hereafter be entered into between the City and any other party (hereinafter called "Contractor") for or in connection with demolition on the lots, site clearance on the lots, site preparation on the lots, construction on the lots, rehabilitation on the lots or disposition of the lots, or any part thereof, unless such contract or purchase order is exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

WITNESS our hands this _____ day of _____, 1977.

Witnesses:

 Buyer

 Seller

SECTION 2. Severability. If any section, sentence or provision of this Ordinance, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions,

or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington, Indiana, this 18 day of August, 1977.

Thomas O Middleton
Thomas O Middleton, President
Bloomington Common Council

ATTEST:

Karel Dolnick
Karel Dolnick, City Clerk

Presented by me to the Mayor of the City of Bloomington, Indiana, this 17 day of August, 1977, at the hour of 10 o'clock a.m.

Nora M Connors
Nora M. Connors, Deputy City Clerk

SIGNED AND APPROVED by me upon the 19 day of August, 1977, at the hour of 1 o'clock p.m.

Francis X. McCloskey
Francis X. McCloskey, Mayor
City of Bloomington

Synopsis
Ordinance 77-60
An Ordinance Authorizing the
Acquisition of Real Property by
the City of Bloomington

Indiana law requires Council approval of the terms and conditions of acquisition of property to be purchased in the name of the City. Resolution 77-4 authorized a negotiating committee to present proposed terms and conditions of acquisition of real estate located at the Northwest corner of the public square. The present Ordinance, if approved, would ratify the terms and conditions of a LEASE/PURCHASE agreement between the Redevelopment Commission and the civil City of Bloomington for a portion of the real estate described in Resolution 77-4.

I HEREBY MOVE THAT ORDINANCE # 77-60

BE INTRODUCED AND READ FOR FIRST READING BY TITLE

ONLY AT THE COUNCIL MEETING HELD ON Aug 4, 77

Ronald W. O'Leary

(Signature)