

AGENDA
REDEVELOPMENT COMMISSION
December 5, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street, Room 135
McCloskey Conference Room

Join Zoom Meeting

<https://bloomington.zoom.us/j/88601603888?pwd=TFYxQ0xpNUw5VE1nTndHNjZLdnVmZz09>

Meeting ID: 886 0160 3888
Passcode: 138331

- I. ROLL CALL**
- II. READING OF THE MINUTES** –November 21, 2022
- III. EXAMINATION OF CLAIMS** –November 10, 2022 for \$59,422.27
- IV. EXAMINATION OF PAYROLL REGISTERS**– November 18, 2022 for \$35,670.89
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** Business Development Updates
- VI. NEW BUSINESS**
 - A.** Annual Informative Presentation
 - B.** Resolution 22-96: First Amendment to Agreement with Axis Architecture for Trades District Tech Center
 - C.** Resolution 22-97: Approve Conveyance Agreement of Showers Administration Building
 - D.** Resolution 22-98: Payment for Right of Way Acquisition – 1st Street Reconstruction
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, November 21, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=11914>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, Sarah Bauerle Danzman, and Martha Street, MCCSC Representative attended in person.

Commissioners Absent: Randy Cassady and Deborah Myerson

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; John Hewett, Program Manager, HAND; Barry Collins, Rehab Specialist, HAND;

Others Present: Larry Allen, Assistant City Attorney; Matt Smethurst, Project Manager, Engineering Department; Dave Askins, B Square Bulletin; Sam Dove; CFC

II. READING OF THE MINUTES – Deb Hutton moved to approve the November 7, 2022 minutes. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Sarah Bauerle Danzman moved to approve the claim register for October 28, 2022, for \$233,862.25. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deb Hutton moved to approve the payroll register for November 4, 2022, for \$35,670.86. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody was available to answer questions.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Larry Allen was available to answer questions.

D. Business Development Updates: Larry Allen was available to answer questions.

VI. NEW BUSINESS

A. Resolution 22-88: Approval of Lease for Fourth Street Garage Commercial/Office Space. Larry Allen stated Hoosier Network LLC will be leasing two bay areas on the first floor of the Fourth Street Parking Garage. The initial lease is for five years. There is a \$45/sq. ft. tenant improvement allowance to help them build out the space. The tenant is responsible for the buildout, which must be completed within nine months. Allen said the rent for the first three years reflects a payback period for the tenant improvement to help the RDC recoup some of those costs. Allen said any renewal lease will be at market rate.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-88. Deb Hutton seconded the motion. The motion passed unanimously.

- B. Resolution 22-92: Amendment to Purchase Agreement with CFC for 320 West 8th Street. The RDC previously authorized staff to pursue acquisition of property located at 320 W. 8th Street. The RDC also approved a purchase agreement and a due diligence agreement. All parties agreed to an extension of the due diligence period until November 16, 2022. Allen stated following completion of the due diligence reports, City staff have negotiated an amendment to the purchase agreement. The amendments are listed below:
- a reduction in price of \$500,000, which would make the total purchase price \$8.75 million.
 - an extension of the holdover period for CFC to remain in the building without cost until June 30, 2023.

Allen said the amendment still needs to be approved by City Council. He said we have until January 31, 2023, under the purchase agreement to secure financing for the renovations.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-92. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

- C. Resolution 22-93: Approval of Revised HAND Program Guidelines. John Zody stated late last year we began to see rehab projects that were exceeding the traditional funding cap. If an amount exceeds the cap, it must be taken to the RDC for approval. The following are proposed funding amendments for owner occupied structures:
- Owner Occupied Rehab Program- increase the current funding cap from \$38,500 to \$50,000.
 - Emergency Home Repair (EHR) Program – increase the current funding cap from \$7,500 to \$10,000.
 - Manufactured/Mobile Homes – increase the current funding cap from \$3,500 to \$5,000
 - Lifetime cap for Owner Occupied Rehab – increase from \$15,000 to \$20,000
 - Home Modifications for Accessible Living (HMAL) – increase the funding cap from \$9,500 to \$12,500.
 - HMAL for non-profit facility modification- increase the funding cap from \$2,500 to \$5,000. (full match required)

Zody briefly outlined the remaining suggestions in the program guidelines. Staff discussed concerns from commissioners and answered their questions. The commissioner's agreed that the program guideline changes needed to be more specific. However, the funding increases needed to be approved tonight.

Cindy Kinnarney asked for public comment. There was no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-93 as amended, per our discussion to approve the monetary increases only and bring back the guidelines at a later date. Deb Hutton seconded the motion. The motion passed unanimously.

- D. Resolution 22-94: To Increase Funding for an Emergency Home Repair Project at 4214 West Lilac. The winning bid amount for this project is \$9,475.00, which is \$5,975.00 over the maximum grant amount listed within the EHR guidelines. John Zody explained that this is mobile home rehab and the resident needs breathing assistance, uses a walker and will soon need a wheelchair. In order to improve accessibility the carpet needs to be replaced with a solid surface floor, which is the main reason the project amount is over the funding cap.

Deb Hutton pointed out that the resolution listed the address as Howe Street instead of 4214 West Lilac. Larry Allen will correct the resolution said the resolution will need to be approved as amended.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-94 with the address correction. Sarah Bauerele Danzman seconded the motion. The motion passed unanimously.

- E. Resolution 22-95: Agreement for Lighting Installation for Hopewell Phase 1 East. Matt Smethurst said City staff have negotiated an agreement with Cassady Electric for services on Hopewell Phase 1 East project for an amount not to exceed \$73,550. Smethurst said part of the project requires reconnecting lighting that is on RDC-owned parcels but that serve to light the area and Centerstone of Indiana's parking lot.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-95. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION – None.

VIII. ADJOURNMENT – Deb Hutton moved to adjourn. Sarah Bauerle Danzman seconded the motion. The meeting adjourned at 5:45 p.m.

Cindy Kinnarney, President

Deb Hutton, Vice-President

Date: _____

22-96
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH AXIS ARCHITECTURE INTERIORS, LLC FOR TRADES DISTRICT TECH CENTER

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District (“Project”); and
- WHEREAS, the grant application for the Project required the City to provide a “Preliminary Engineering Report” (“PER”) on the design and construction of the Project in order that the EDA may conduct an engineering review as part of its grant approval process; and
- WHEREAS, the City issued an RFQ soliciting proposals from qualified architectural and engineering firms to assist the City in preparing the PER (Phase I of the Project), and if the Project is awarded an EDA grant, to design the Tech Center building (Phase II of the Project); and
- WHEREAS, in Resolution 22-0615, the RDC approved an Agreement with Axis Architecture Interiors, LLC (“Axis”) to provide the Phase II Services (“Agreement”); and
- WHEREAS, staff have negotiated a first amendment to the Agreement to add detailed design development phase estimate of the construction costs for the project (“Additional Services”); and
- WHEREAS, Axis has agreed to provide the Additional Services for an additional \$8,450.00 in the First Amendment to the Agreement (“Amendment”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, this Amendment will bring the total amount for the Agreement from \$403,082.50 to \$411,532.50; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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 to construct a Technology Center in the Trades District.
2. The RDC hereby approves the Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for the Additional Services to be compensated in an amount not to exceed an additional Eight Thousand Four Hundred Fifty Dollars (\$8,450.00). This brings total amount under the Agreement as amended to an amount not to exceed Four Hundred Eleven Thousand Five Hundred Thirty-Two Dollars and Fifty Cents (\$411,532.50) to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURE/ENGINEERING SERVICES**

WHEREAS, on March 16, 2022, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Axis Architecture Interiors, LLC (“Consultant”) entered into an “Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services” (“Agreement”); and

WHEREAS, the Agreement related to the City’s CARES Act grant from the Economic Development Agency (“EDA”) to construct a technology center in the Trades District (the “Project”); and

WHEREAS, the services provided for under the Agreement involved design services for the Project as labeled Phase II; and

WHEREAS, as part of the project it is necessary to obtain a detailed design development phase estimate of construction costs (“Additional Services”); and

WHEREAS, Consultant is willing to subcontract with Blundall Associates, Inc. for the for the Additional Services in an amount not to exceed eight thousand four hundred fifty dollars (\$8,450.00); and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified by written amendment signed by both parties;

NOW, THEREFORE, the parties agree to amend the original Agreement for Phase II Architectural/Engineering Services as follows:

1. Article 1. Scope of Services Consultant shall perform additional services as described in the Consultant’s proposal, which is attached to this Amendment as Exhibit A and is hereby incorporated into Exhibit A of the Agreement.

2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **four-hundred eleven thousand five hundred thirty-two dollars and fifty cents (\$411,532.50)**. The amended not-to-exceed total represents an increase of eight thousand four hundred fifty dollars (\$8,450.00) from the original not-to-exceed total of four hundred three thousand eighty-two dollars and fifty cents (\$403,082.50).

All remaining terms of the original contract are unchanged by this amendment and are fully enforceable.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

AXIS ARCHITECTURE INTERIORS, LLC



Beth Gate, Corporation Counsel

Drew White, Founding Partner

BLOOMINGTON
REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

EXHIBIT A
(Amended Scope of Services)

See attached.

Exhibit A

Blundall Associates, Inc.

*Construction Cost Consultants
Quantity Surveyors
Project Managers*

November 3, 2022

Ashley Thornberry
Senior Associate
Studio Axis
618 East Market Street
Indianapolis, IN 46202
Sent via Email to Ashley Thornberry <athornberry@studioaxis.com>

Dear Ashley Thornberry:

Re: Trades District Technology Center
Bloomington, Indiana

The following is our proposal to provide construction cost consulting services for the above-referenced project for work as generally outlined in your emails of October 27 and November 3, 2022, and the documents found in the links therein.

A. SERVICES

1. We will provide a detailed design development phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Indiana. The estimate will comprise a summary sheet and details for all applicable architectural, structural, mechanical, electrical and site development trades.

2. THE ESTIMATE WILL BE SUBMITTED IN DRAFT FORM FOR SCOPE REVIEW BY THE DESIGN TEAM. AFTER RECEIPT BY BLUNDALL ASSOCIATES, INC., OF DESIGN TEAM REVIEW COMMENTS AND/OR PARTICIPATION IN AN ESTIMATE REVIEW CONFERENCE, THE ESTIMATE WILL BE REVISED ONCE TO INCORPORATE THE REVIEW COMMENTS AND A FINAL DOCUMENT WILL BE SUBMITTED TO THE CLIENT. ADDITIONAL REVISIONS TO THE ESTIMATE WILL BE CHARGED ON AN HOURLY BASIS AS ADDITIONAL SERVICES.

Ashley Thornberry
Page 2
November 3, 2022

B. FEES

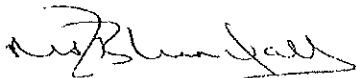
1. Our fee for preparing the design development phase estimate will be the sum of \$8,450.00 (Eight Thousand Four Hundred Fifty Dollars).
2. We have not included time or travel expenses to attend meetings away from our home office location. It is assumed that all transfer of information can be done electronically by way of telephone conferences and/or by way of video conferencing.
3. THE ABOVE-ENUMERATED FEE DOES NOT INCLUDE TIME FOR PREPARING VALUE ENGINEERING STUDIES AND/OR EXTENSIVE SCHEDULES OF ALTERNATES OR PARTICIPATION IN ESTIMATE RECONCILIATION MEETINGS WITH A CONSTRUCTION MANAGER. IF THESE ADDITIONAL SERVICES ARE REQUESTED, THEY WILL BE BILLED AT OUR HOURLY RATES AS LISTED BELOW.

<u>Position</u>	<u>Rate</u>
Principal	\$ 170.00
Project Manager/Estimator	135.00
Senior Estimator	85.00
Estimator	80.00
Associate Estimator	75.00
Entry Level/Intern	55.00

Thank you for this opportunity to be of service to you. If you have questions concerning the proposal, please call.

Yours very truly,

BLUNDALL ASSOCIATES, INC.



Martyn R. Blundall
President

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: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jeff Underwood, Alex Crowley, Jane Kupersmith, Daniel Dixon

Project Description:

Background: The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Model: A nonprofit entity will be established to run the Center.

Connection to COVID-19 recovery: This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.

22-97
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE CONVEYANCE AGREEMENT FOR
SHOWERS ADMINISTRATION BUILDING

- 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 Technology Park (“CTP”) in Downtown Bloomington; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-22, the RDC is vested with the power to disburse and offer for sale real property; and
- WHEREAS, in accordance with Indiana Code § 36-7-14-22, the RDC formally offered the Showers Administration Building located at 601 N. Morton Street and associated parcels for sale in 2014 pursuant to Resolution 14-05; and
- WHEREAS, bids were received but no suitable offers were accepted following the offering; and
- WHEREAS, Indiana Code § 36-7-14-22(h) permits the sale of the real property by private negotiation after the closing of the bid and rejection of any offers; and
- WHEREAS, Eurton Properties LLC submitted an offer to purchase Lots 7 and 8, which includes the Showers Administration Building and the adjacent parking lot; and
- WHEREAS, Eurton also requested an option to purchase Lot 6, which would come in the form of a separate agreement; and
- WHEREAS, City Staff has negotiated a conveyance agreement to sell Lots 7 and 8 (“Property”) for a total amount of Four Hundred Thousand Dollars (\$400,000.00), a copy of which is attached to this Resolution as Exhibit A (“Conveyance Agreement”);

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

1. The RDC finds that the sale of the Property has a valid public purpose.
2. The RDC approves the Conveyance Agreement and authorizes President Cindy Kinnarney to sign the Conveyance Agreement.
3. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

REAL ESTATE CONVEYANCE AGREEMENT

This Real Estate Conveyance Agreement (“Agreement”) is entered into this _____ day of December, 2022, by and between the City of Bloomington Redevelopment Commission (“RDC”) and Eurtan Properties, LLC, an Indiana limited liability company (“Purchaser”).

RECITALS

- A. The RDC owns real property and improvements (hereinafter referred to as “Real Estate”) of historic and architectural significance in Bloomington, Indiana, commonly known as the Showers Administration Building and located at 601 North Morton Street, in Monroe County, Indiana, which is more particularly described as follows:

Lots 7 and 8 of Hunter’s Addition to Bloomington, in the Office of the Recorder of Monroe County, Indiana
- B. Purchaser recognizes that the Real Estate includes a historic structure, and desires to maintain the character and elements of its uniqueness within the Trades District.
- C. Pursuant to Indiana Code Section 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

TERMS AND CONDITIONS

- 1. **Agreement to Convey**: The RDC agrees to convey the Real Estate to Purchaser for Four Hundred Thousand Dollars (\$400,000.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing in immediately available cash proceeds. At the Closing, unless otherwise agreed to in writing, the Purchase Price shall be allocated between the lots as follows: Lot 7 - \$250,000, Lot 8 - \$150,000. (NOTE: Lot 8 is improved with the structure commonly known as the “Administration Building.”)
- 2. **Closing**: The purchase and sale of the Real Estate shall be closed on within thirty (30) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”
- 3. **Conditions Precedent to Closing**: Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

- A. Initial Earnest Money Deposit.** Purchaser shall deposit ten thousand dollars (\$10,000.00) with Capstone Title Partners (“Title Company”), which shall act as the Escrow Agent for this transaction.
- B. Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:
- (1) current real estate taxes not delinquent; and
 - (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser. (collectively, "Permitted Exceptions").

As evidence of such title, RDC shall, at Purchaser’s sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **twenty-one (21)** days after all parties’ execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder and the Earnest Money Deposit shall be promptly returned to Purchaser. RDC shall cause the final owner's policy of title insurance to be delivered to Purchaser within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

- C. Feasibility Period.** Purchaser shall have **sixty (60)** days after execution of the Conveyance and Redevelopment Agreement (“Effective Date”) to determine whether the Property is suitable, in Purchaser’s sole discretion, for Purchaser’s Intended Use (“Initial Feasibility Period”). During the Initial Feasibility Period (and the Extension Period as defined by 3D, below), the Purchaser may pursue examination of all matters relating to the property, including but not limited to the following:
- i. **Survey.** Purchaser may, at Purchaser’s sole cost and expense, cause a staked survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to RDC not later than **thirty (30)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. If any objections raised by Purchaser are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder.

- ii. **Condition of Real Estate and Assessments.** The RDC shall within thirty (30) days after the Effective Date send any appraisals, environmental reports or studies in its possession to Purchaser. Purchaser may inspect the property and obtain any environmental site assessment it deems necessary.
 - iii. **Government and Land Use Approvals** Purchaser, at its expense, shall secure zoning, historic preservation, building plan, and any such other governmental approval and permits as may be required for Purchaser to utilize the Property for Purchaser's intended use.
 - iv. **Financing.** Purchaser may secure a commitment from a financial institution to financing in an amount and terms acceptable to Purchaser, in its sole discretion.
 - v. **Economic Incentives.** Purchaser may pursue to Purchaser's satisfaction available federal, state, and local economic incentives to help offset the development costs of the Property. This transaction is not contingent upon Purchaser receiving any form of economic incentives from the City of Bloomington, such as tax abatement, tax increment financing, etc. However, Purchaser is free to pursue local incentives such as a façade grant through the Bloomington Urban Enterprise Association. Negotiations will be the Purchaser's responsibility, and are not guaranteed by Seller although Seller pledges its cooperation and assistance in Purchaser's efforts to gain economic incentives to support this project.
 - vi. **Earnest Money Non-Refundable.** The Initial Earnest Money Deposit shall be deemed non-refundable at the end of the Initial Feasibility Period. The Initial Earnest Money Deposit shall be applicable to the Purchase Price at Closing.
- D. Extension of Feasibility Period.** After the Initial Feasibility Period and upon the Purchaser providing written notice to Seller at least three (3) days prior to the expiration of the Initial Feasibility Period, Purchaser shall have the option of one thirty (30) day extension of the Initial Feasibility Period ("Extension Period"). In addition, Purchaser shall deposit \$10,000 with the Title Company as consideration for the extension of the Initial Feasibility Period ("Extension Deposit"), which shall be refundable to Purchaser in the event Purchaser provides notice of termination of the Agreement prior to the end of the Extension Period. The Initial Earnest Money Deposit and Extension Deposit will be applicable to the Purchase Price at the Closing.
- E. End of Feasibility and Extension Periods.** In the event Purchaser finds a condition which is not acceptable to Purchaser, in Purchaser's sole discretion, during the Initial Feasibility Period or Extension Period, as applicable, Purchaser may provide notice to Seller at least three (3) days prior to the end of the Initial Feasibility Period or Extension Period, if exercised by Purchaser, that Purchaser is terminating this Agreement. In the event such notice is given prior to the expiration of the Initial Feasibility Period, the Initial Earnest Money Deposit shall be promptly returned to Purchaser. In the event such notice is given during the Extension Period, the Initial Earnest Money Deposit shall be retained by Seller and the Extension Deposit shall be promptly returned to Purchaser.

4. **Retention Requirements:** The RDC's conveyance is subject to the following restrictions:
- A. **Renovation Schedule.** Purchaser agrees to begin renovation of the Administration Building on Lot 8 within **one (1) year from the Closing Date**, except due to circumstances beyond Purchaser's control.
 - B. **Use Period.** Purchaser shall operate 100% of Lots 7 and 8 of the Real Estate, including any newly developed improvements, as non-residential space except by mutual written agreement between the Purchaser and the RDC.
 - C. **Historic Preservation.** Purchaser acknowledges that in the spirit of the historic district designation of Lot 8, in addition to exterior features, upon completing the renovation of the Real Estate, Purchaser will make reasonable effort, as financially feasible, to preserve, maintain, and restore historic interior features and details of the Administration Building, including but not limited to the trim, flooring and fireplaces.
 - D. **Intended Use.** Purchaser intends to use the Real Estate as professional office space, which should include (1) rental office space for technology-related tenants (office, maker space, etc.), and (2) general offices offered for professional use ("Intended Use"). The Intended Use and permitted uses under this agreement do not include residential use.
5. **Transfer Back to RDC:** As part of the consideration for this conveyance, Purchaser and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Real Estate Conveyance Agreement. If at any time within ten (10) years after the conveyance date, Purchaser materially fails to comply with the Retention Requirements, as defined by paragraph 4, above, and such breach continues for ninety (90) days after written notice from the RDC, then the Real Estate herein conveyed together with any improvements may, at the sole option of the RDC, be purchased by the RDC as defined below.

If RDC executes its option to purchase of the Real Estate under this Section, the RDC shall purchase the Real Estate in accordance with the Fair Market Value ("FMV"). The FMV shall be determined by two (2) intentent appraisers in a certified appraisal report based on the market value of the real estate, improvements and leaseholds, then in effect, employing methodologies that include, minimally, comparative analysis, income approach, and cost analysis. All appraisers shall be MAI certified and licensed in the State of Indiana and specifically experienced in valuation of commercial and investment property. The RDC shall pay all of the costs and expenses of the conveyance and of the appraisal(s) that may arise under the terms of this Section.

This Section 5 shall survive the Closing and remain in effect for a period of ten (10) years from the Closing Date.

6. **Lot 6 Use and Right of First Refusal:** The RDC shall retain ownership of the adjacent 013-74380-00 Hunter Lot 6 ("Lot 6"). The Parties shall enter into an agreement at Closing for the Purchaser's access and use of Lot 6, which shall provide that the Purchaser, inter alia, shall insure against and restore any damage or loss to Lot 6 arising from Purchaser's use.

For a period of **ten (10)** years after the Closing, Purchaser shall have an ongoing right of first refusal to purchase Lot 6 on the terms and conditions received in an offer from a third-party prospective buyer. Purchaser acknowledges that purchase of Lot 6 will be subject to

agreement between the parties that shall include use restrictions at the sole discretion of the Seller and may include reversionary interest back to the Seller. Purchaser shall submit to the Seller a notice of its intent to exercise its option to purchase within **thirty (30) days** of being notified of the third-party offer to purchase. If no notice to exercise this right is given during the thirty-day period, the right of first refusal to purchase shall expire.

7. **Warranty Deed and Other Documents:** The RDC agrees to deliver a warranty deed to the Purchaser at Closing. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.

A. **As-Is, Where Is and No Warranty or Other Representation.** Purchaser understands and acknowledges that, upon the Closing, the Real Estate shall be transferred by Seller “as is, where is, and with all faults” and, other than the express representations made by Seller in this Agreement, Seller makes no other representations or warranties regarding the Real Estate, its feasibility for Purchaser’s intended use, or condition of the Real Estate. Purchaser relies solely on its own evaluation and determination regarding matters relating to the Real Estate.

B. **SELLER RELEASE.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, PURCHASER RELEASES THE RDC, ITS DIRECTORS, OFFICERS, EMPLOYEES, CITY STAFF, AGENTS, RDC-RELATED PARTIES, AND ANY SUCCESSORS AND ASSIGNS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER RELATED TO OR IN CONNECTION WITH THE PROPERTY OTHER THAN THOSE CLAIMS ARISING OUT OF FRAUDULENT ACTIONS OR INTENTIONAL MISREPRESENTATION BY THE RELEASED PARTIES. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO ITS EXPRESS TERMS AND PROVISION, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION.

8. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and Purchaser.

9. **Closing Adjustments and Prorations:**

A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.

B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.

C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be canceled as of the Closing Date.

D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.

10. Covenants and Assurances:

- i. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
- ii. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing.
- iii. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property.
- iv. To the best of the RDC's knowledge, the Real Estate is free and clear of all hazardous materials, except for asbestos, chemical irritants in the vault/safe, and possible residue from underground storage tanks that were removed from the Real Estate to the north of the Administration Building.
- v. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
- vi. Purchaser agrees to invest a minimum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) ("Investment") to renovate the Administration Building, which shall be inclusive of the total of Purchaser's costs for acquisition, site planning, land use approvals, engineering, construction, and restoration. Investment shall not include furnishings and trade fixtures associated with the business operations located or to be located in the Real Estate.
- vii. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
- viii. This Agreement shall be construed according to the laws of the State of Indiana.

- 11. Default:** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached as of the Closing Date, then the non-breaching may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

12. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser: Eurtion Properties, LLC
4848 S Walnut Street Pike
Bloomington, IN 47401

Copy to:

If to RDC: The Redevelopment Commission of Bloomington, Indiana
Attn.: Larry Allen
City of Bloomington Legal Department
401 N. Morton St, Ste. 220
Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

13. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the individual Purchasers to an LLC created by the individual Purchasers as outlined in the introductory recital to this Agreement.
14. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed.
15. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
16. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
18. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
19. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this

Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

20. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

EURTON PROPERTIES, LLC

By: _____
Cindy Kinnarney, President

By: _____
Shawn A. Eurton

Date: _____

Date: _____

ATTEST:

By: _____
Deborah Myerson, Secretary

Date: _____

CITY OF BLOOMINGTON

By: _____
Beth Cate, Corporation Counsel

Date: _____

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Larry D. Allen
Attorney No. 30505-53

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared Beth Cate, Corporation Counsel of Bloomington, and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared, Cindy Kinnarney, President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, on behalf of Eurton Properties, LLC and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2022.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

**22-98
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR RIGHT OF WAY ACQUISITION FOR 1st STREET
RECONSTRUCTION PROJECT**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development and allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 20-79, the RDC approved the design contract for the 1st Street Reconstruction Project (“Project”) with VS Engineering, Inc. for an amount not to exceed \$720,959.03; and
- WHEREAS, part of the Project includes right-of-way acquisition, which is required for the federal funding for the Project; and
- WHEREAS, the costs for the right-of-way acquisition is \$36,600.00, as shown on the invoice attached as Exhibit A; and
- WHEREAS, City Staff believe it is in the best interest of the Project to for the TIF to fund the expenditures for right-of-way acquisitions; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project;

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 approves funding in an amount not to exceed Thirty-Six Thousand Six Hundred Dollars (\$36,600.00) for the right-of-way acquisition.

3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CITY OF BLOOMINGTON

P.O. Box 100
 Bloomington, IN 47402-0100
 (812) 349-3412 fax (812) 349-3456

Invoice No. 1st St-1

INVOICE

Industry: Bloomington Redevelopment Commission
401 N Morton St., Suite 130
Bloomington, IN 47404

Date: December 2, 2022
 Terms:

Qty	Description	Unit Price	TOTAL
1	1st St (Fairview to College) ROW Acquisition	\$36,600.00	\$ 36,600.00
Account # 101-07-07000-47080		SubTotal	\$ 36,600.00
		TOTAL	\$ 36,600.00

*Please remit payment to the City of Bloomington,
 Office of the Controller, Attention: Amy Silkworth, P.O.
 Box 100, Bloomington, IN 47402.*

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.

Project Name: 1st Street Reconstruction

Project Manager: Patrick Dierkes; Andrew Cibor

Project Description: This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work may extend west as far as Patterson Drive or as far east as Walnut Street depending on detailed design. The Project will include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: October 2020

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$4,935,959.03
Sources of funds:	
Consolidated TIF	\$2,030,025.00
Federal Roadway Reconstruction	\$2,905,934.00

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.

Step	Description	Estimated Cost	Timeline
1.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	1a. Design – VE Engineering	\$669,763.63	Oct. 2020 – Dec. 2023
	1b. Right of Way Acquisition – VE Engineering	Estimated \$90,000 \$31,380.00	2022
	Additional ROW Acquisition	\$36,600	
	1c. Construction Inspection	Estimated \$475,000	Apr. 2023 – Nov. 2023
	1d. Construction	Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 20-79 Design Contract for 1st Street Reconstruction
 21- 85 Addendum to Design Contract
 22-50 Approval of ROW Services
 22-98 **Payment of Invoice for ROW Acquisition**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____