

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**July 17, 2023 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

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Join Zoom Meeting

<https://bloomington.zoom.us/j/82437789668?pwd=eHp0Y1JVTVh6UlR0dWpEZ3JlVUFOU09>

Meeting ID: 824 3778 9668

Passcode: 392410

- I. ROLL CALL**
- II. READING OF THE MINUTES – July 3, 2023**
- III. EXAMINATION OF CLAIMS –July 21, 2023 for \$139,318.95**
- IV. EXAMINATION OF PAYROLL REGISTERS–July 14, 2023 for \$39,474.06**
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report**
  - B. Legal Report**
  - C. Treasurer’s Report**
  - D. Business Development Updates**
  - E. Hopewell Update**
- VI. NEW BUSINESS**
  - A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions for the Trades District**
  - B. Resolution 23-58: Approval of Site Access Agreement at West Fountain Drive**
- 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](mailto:human.rights@bloomington.in.gov).*

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Monday, July 3, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with Vice-President Deb Hutton presiding:  
<https://catstv.net/m.php?q=12569>***

**I. ROLL CALL**

Commissioners Present: Deb Hutton, Randy Cassady, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person. Erin Cooperman, MCCSC representative attended via Zoom.

Commissioners Absent: Cindy Kinnarney

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Mary Catherine Carmichael, Deputy Mayor; Larry Allen, Assistant City Attorney, Legal Department; Deb Kunce, J.S. Held; Karly Brinla, Brinshore; Kate Gazunis, Bloomington Housing Authority; Nathan Ferreira, Bloomington Housing Authority; Glenda Murray

**II. READING OF THE MINUTES** – Deb Hutton pointed out that Deborah Myerson was not listed as present in the June 20, 2023 minutes. She ask to amend the minutes to list her as present. Randy Cassady moved to approve the June 20, 2023 minutes with the amendment and the June 20, 2023, executive session. Deborah Myerson seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** – Randy Cassady moved to approve the claim register for July 7, 2023 for \$56,977.24. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Deborah Myerson moved to approve the payroll register for June 30, 2023, for \$39,499.07. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** Zody introduced Glenda Murray, Monroe County Historian. Murray is leading the effort to apply to the state library for the placement of a historical marker commemorating the local council of women. The marker will be placed somewhere north of the Kohr building. She has asked for a letter of support for the application which staff is currently drafting.

Zody reported that on June 28 the Hopewell steering committee met for a periodic update. The presentation from the meeting is attached to the minutes.

**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:** John Zody was available to answer questions.

**E. Hopewell Update:** Deb Kunce reported that the design and engineering of the roads for Hopewell West continues. She also reported that the primary plat will go to the Plan Commission on July 10, 2023. Contractors will be on site at Hopewell East the week of July 10.

Kunce shared U3 advisors work schedule. The schedule is attached to the minutes.

## VI. NEW BUSINESS

- A. Resolution 23-52: Agreement with Ten31 for Redesign of Hopewell Website.** Deb Kunce stated that the website was not a deliverable of the Master Plan. Mary Catherine Carmichael said this website will be the highest outreach to the community and will inform, inspire, and excite potential future residents. Carmichael said that the professional photography and drone footage was removed from the agreement which is a \$3,000 decrease in the contract amount. The amended contract is included in the commission packet. She explained that is a professional contract and bids are not required. However, staff did speak to two other vendors but ultimately selected Ten31.

Some of the concerns from commissioners included price, the lack of scope of work, and website maintenance. Staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Deb Hutton asked for a motion. No one offered a motion.

- B. Resolution 23-53: Approval of Site Control Letter for Hopewell Kohr Building Low Income Housing Tax Credit Application.** John Zody stated that staff are negotiating with Brinshore and its partners for potential sale of the Kohr Property. Under the submitted proposal, the RDC would convey the real estate to Summit Hill Community Development Corporation to act as a land bank. Summit Hill would then lease the land to the property's limited partnership, which would own and operate the completed affordable housing complex. Brinshore and its partners are submitting an application for a Low Income Housing Tax Credit (LIHTC) award to redevelop the Kohr Building. As part of the application, Brinshore requires a letter that states the RDC's willingness to transfer site control to Brinshore and its partner's contingent upon the LIHTC award. Staff is in support of the project and recommends that the RDC approve the site control letter.

Deb Hutton asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 23-53. Deborah Myerson seconded the motion. Randy Cassady opposed. The motion passed 3-1-0.

- C. Resolution 23-54: Agreement with Weddle Brothers Construction to Serve as Construction Manager for Public Safety Projects.** Larry Allen stated that the City published a request for qualifications from potential firms to serve as construction manager. Allen said we received 6 responses and narrowed it down to 3 finalist. Weddle Brothers was selected as the best as the best respondent. City staff have negotiated an agreement with Weddle Brothers to provide services for an amount not to exceed \$2,054,990. The agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (PS EDLIT Bond) and is eligible for funding from the Consolidated TIF, which would serve as secondary funding.

Deb Hutton asked to add "Deputy Mayor" to Mary Catherine Carmichael's name in the agreement due to potential change in administration.

Deb Hutton asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-54. Sarah Bauerle Danzman seconded the motion. The motion passes unanimously.

**D. Resolution 23-55: Approval of Payment to Add Insurance Coverage for Showers West.**

Larry Allen stated that the RDC now owns the property at 320 W. 8<sup>th</sup>, and it is necessary to add the property to the City's list of its insured properties with EPIC Insurance. The cost of the change to add the property is \$12,803.

Randy Cassady pointed out that in the 4<sup>th</sup> paragraph the resolution refers to the garage instead of the property. Allen said that is a typo and will be corrected.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-55 as amended. Deborah Myerson seconded the motion. The motion passes unanimously.

**E. Resolution 23-56: Approval of Amendment of Agreement for Security Patrols at Hopewell.**

John Zody stated that the RDC approved an agreement with Marshall Security to provide patrols for the RDC-owned Property in Hopewell. The agreement approved with Marshall is set to expire on July 6, 2023. City staff believe it is in the best interest of the project to extend this agreement until September 1, 2023. The increase in duration will require additional payment for the security services in an amount not to exceed \$20,000, which would bring the total amount for the contract to \$127,198.95.

Deb Hutton asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 23-56. Randy Cassady seconded the motion. The motion passes unanimously.

**VII. BUSINESS/GENERAL DISCUSSION –**

**XI. ADJOURNMENT –** Deborah Myerson moved to adjourn. The meeting adjourned at 6:50 p.m.

\_\_\_\_\_  
Cindy Kinnarney, President

\_\_\_\_\_  
Deborah Myerson, Secretary

Date: \_\_\_\_\_



# Bloomington Hopewell Neighborhood U3 Work Plan

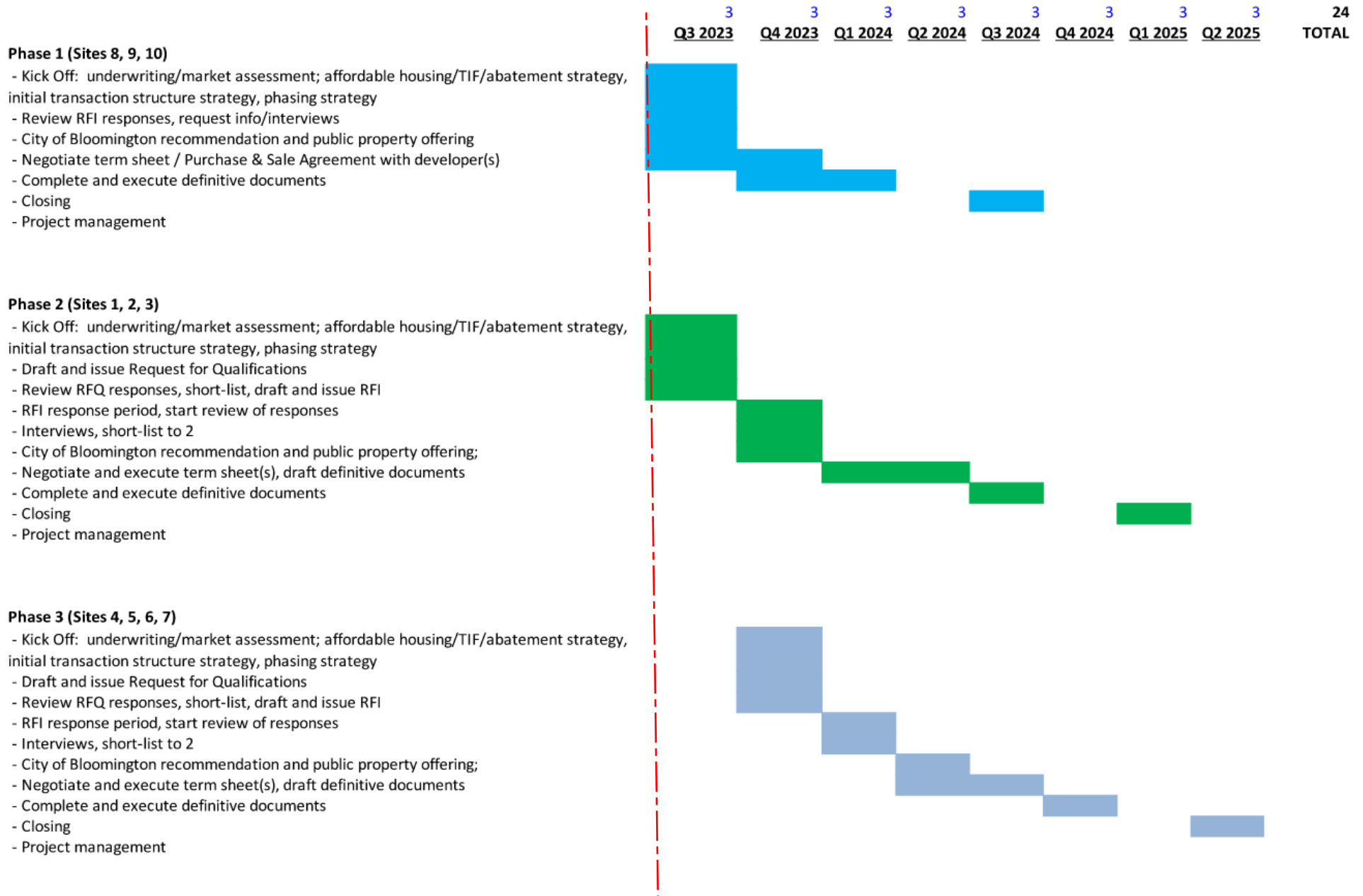
June/July, 2023



# U3 Advisors - Development Owner's Rep Schedule

## June 5, 2023

HOPEWELL PROJECT SCHEDULE (ESTIMATED TIMES SUBJECT TO MARKET CONDITIONS AND DEVELOPER NEGOTIATIONS)



# Work Plan – Near Term

6/26 7/3 7/10 7/17 7/24 7/31 8/7 8/14

## General

Data Request & Existing Study Review	6/26	7/3						
Internal Informational Interviews	6/26	7/3						

## Phase 1: Sites 8, 9, 10

Review Responses	6/26	7/3						
Market Research & Analysis	6/26	7/3	7/10	7/17				
Research Alternatives			7/10	7/17				
Interview Respondents				7/17	7/24			
Internal Mtg: Recap on Interviews				7/17	7/24			
Bid Leveling						7/31	8/7	
Internal Mtg: Determination on Finalist or Alternative								8/14



Hopewell

Steering  
Committee  
UPDATE MEETING

June 28, 2023



# STEERING COMMITTEE AGENDA

- **Welcome & Vision** Mayor Hamilton & Senator Shelli Yoder
- **Word on the Street?** Mayor Hamilton & Senator Yoder
- **Master Plan Overview** Deb Kunce
- **Updates Since our Last Meeting**
  - CBCI Formation** Mayor Hamilton & Mick Renneisen
  - Legacy Hospital Demolition/Site Prep** Mary Catherine Carmichael
  - Infrastructure Hopewell East & West** Andrew Cibor
  - Zoning Overlay District** Scott Robinson
  - Development** John Zody & Deb Kunce
  - Real Estate (Appraisals)** Mick Renneisen & Deb Kunce
- **Looking Ahead** Mary Catherine Carmichael & Mick Renneisen
- **Wrap Up & Next Meeting** Mayor Hamilton & Senator Yoder

# PROJECT VISION

- **Bloomington must diversify and expand opportunities for all.** Hopewell should be an inclusive neighborhood where people from all walks of life and all ages, incomes, abilities and backgrounds can thrive.
- **Bloomington must create sustainable neighborhoods to advance toward a zero-carbon future.** Hopewell should exhibit best practices in sustainable redevelopment, as a blueprint for a more equitable, livable, and resilient Bloomington.
- **Bloomington must continue to be a place of beauty and excellent design for all.** Hopewell should be an inspiring neighborhood of excellent design and public and private amenities.



Hopewell represents the care the residents of Bloomington have for one another. It's a name honoring the site's history while also looking to the future.

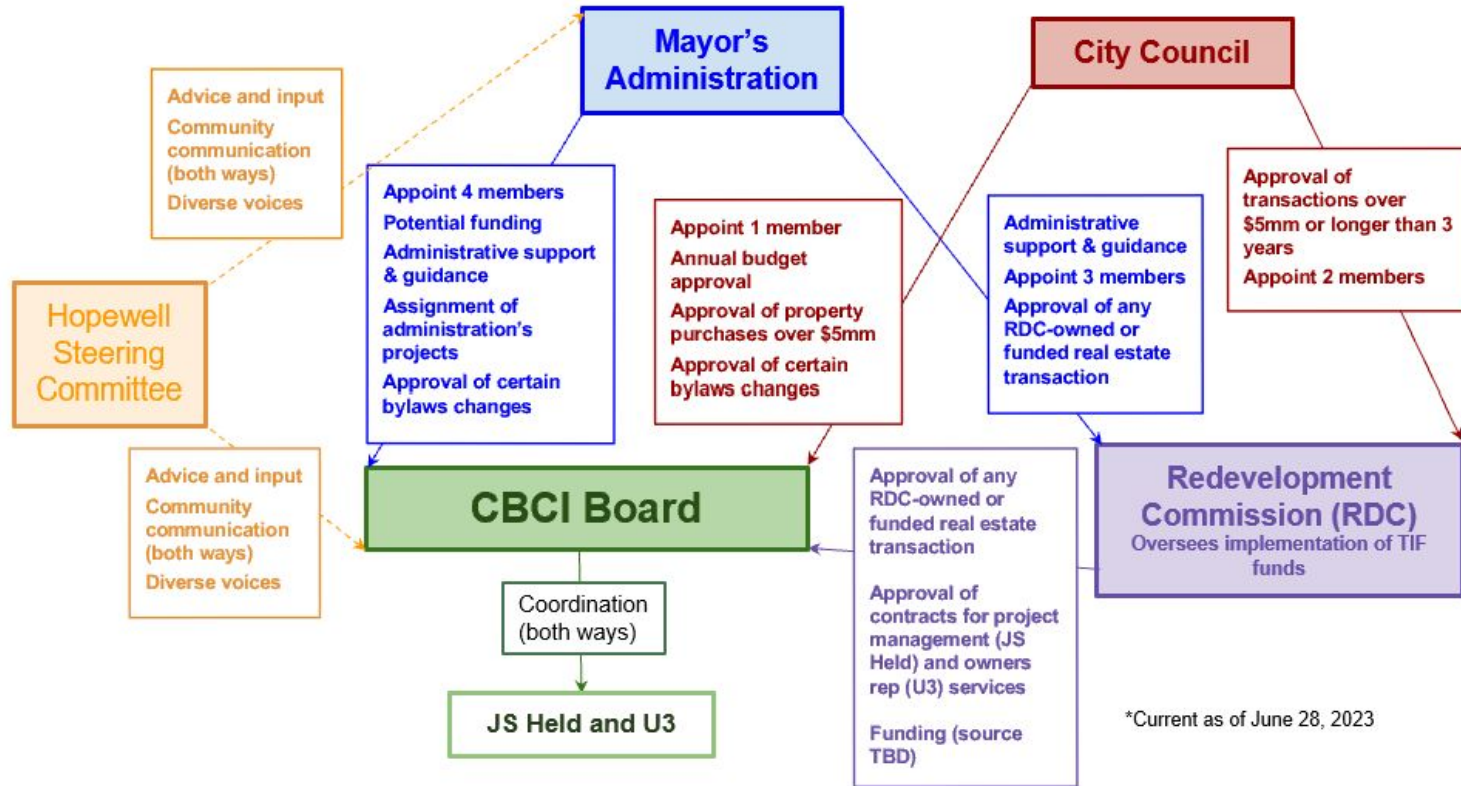
# CBCI - City of Bloomington Capital Improvements, Inc (501c3)

- New nonprofit organization governed by a five-member board of directors appointed by mayor and City Council
- Created to help City carry out its charitable, educational, and other public purposes including development and redevelopment
- Will oversee major projects that involve city ownership of land and structures, but not core city services or functions
- Focusing on the **Hopewell** project in the immediate future
- Contributes substantial expertise and community engagement; in exchange, City provides administrative support
- Meetings and records are public

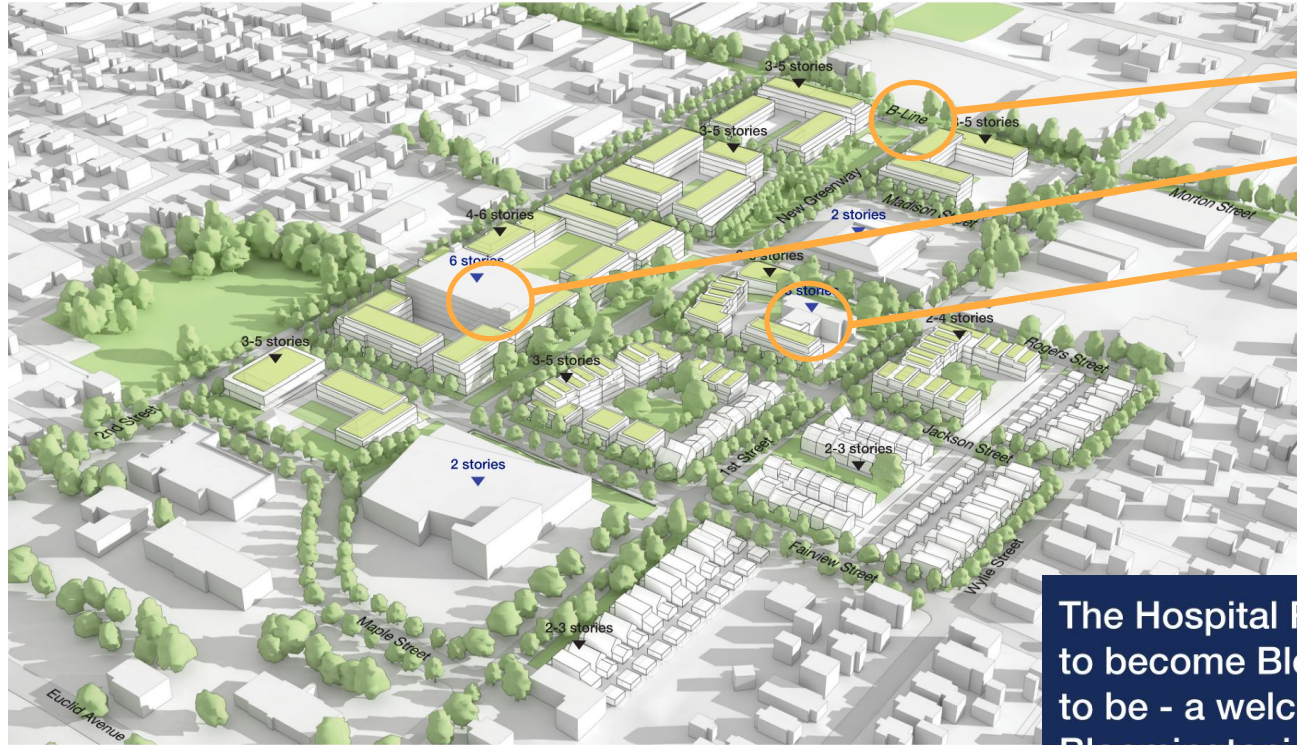
## Members:

- **Mick Renneisen, Pres**
- **Valerie Pena, VP**
- **John West, Sec/Treas**
- **Doris Sims, Council Rep**
- **Sarah Bauerle Danzman, RDC Rep**

# CBCI Reporting Structure



# MASTER PLAN – 1000+ Housing Units



B-Line

Hopewell Garage remains

Kohr Building redeveloped

The Hospital Redevelopment Site is poised to become Bloomington's next great place to be - a welcoming community for all Bloomingtonians to live, work and play...

# MASTER PLAN –Affordability & Sustainability

- **Targeting Affordability at 20% Overall**
  - 80% of Area Median Income (AMI) and below - “traditional” affordable
  - 80% - 120% AMI - “workforce” housing
  - Bloomington AMI for 2023: \$97,400 (family of 4)
- **Targeting Sustainability**
  - LEED Silver (min)
  - LEED for Neighborhoods

Master Plan Housing Types	% Total
Multi-Family	85%
Townhomes	6%
Single Family/Duplex/Triplex	4%

# MASTER PLAN – Active Ground Floors



## DEVELOPMENT OPPORTUNITIES

- Workspace
- Lobby space
- Childcare
- Adult daycare
- Community clinic
- Social services
- Fitness/wellness
- Makershop/workshop
- Shared Kitchen
- Job Training
- Café/Coffee shop
- Restaurant/Bar
- Barbershop/Salon
- Flower shop
- Dry Cleaners
- Community space
- Event space
- Gallery/Art studio
- Residential

# UPDATE: LEGACY HOSPITAL DEMOLITION/SITE

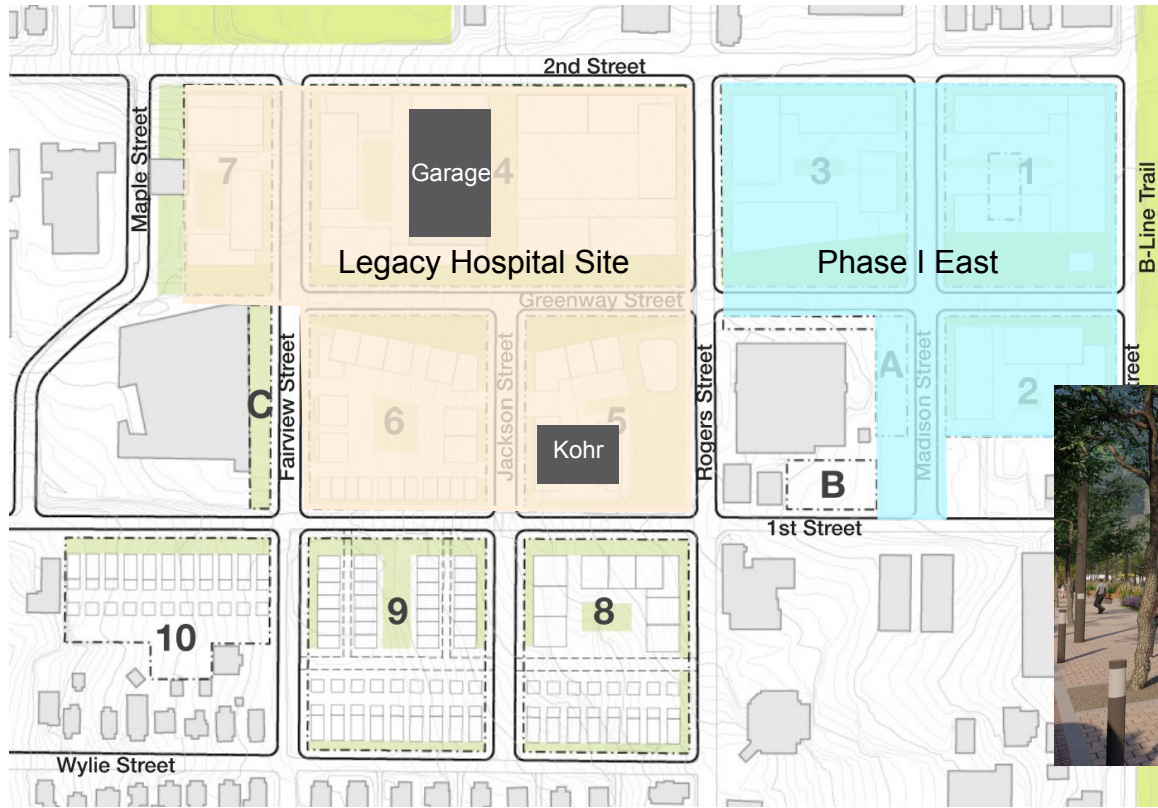


- IUH demolition complete and awaiting topsoil stabilization
- Property transfer by end of 2023





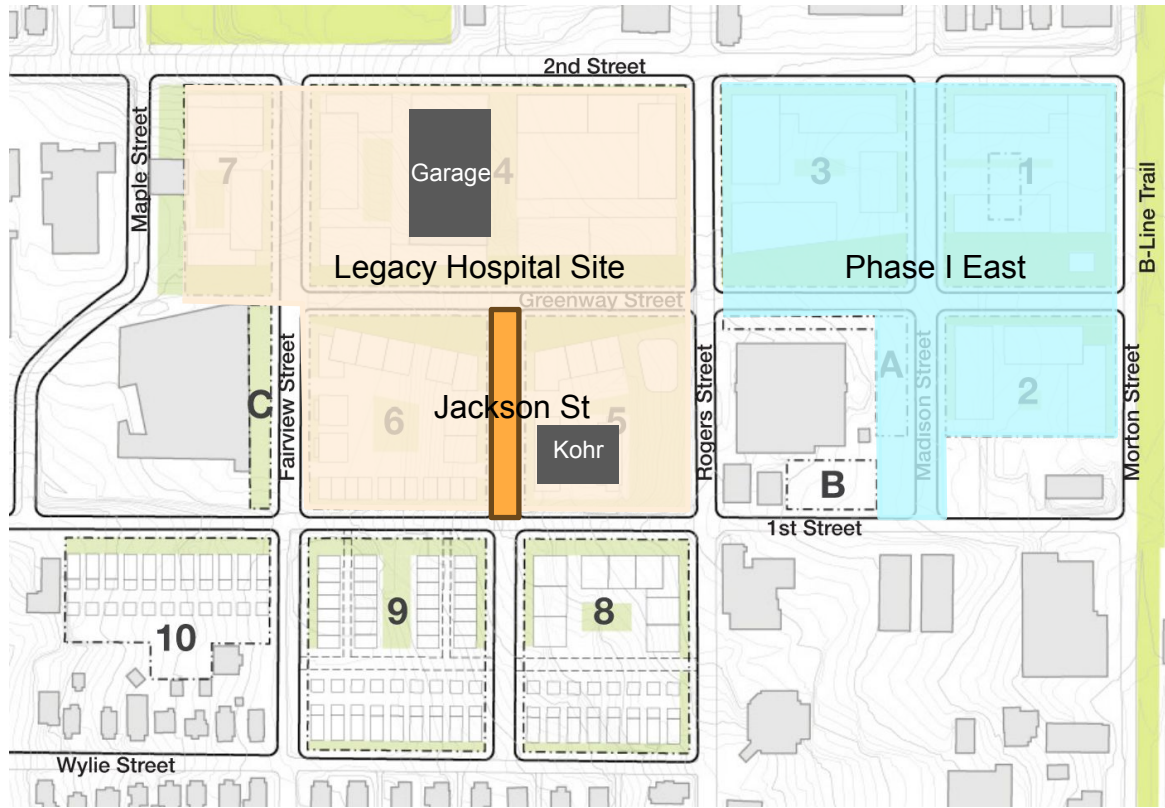
# UPDATE: HOPEWELL EAST



- Phase I East Demolition complete with recycling  
137 tons of iron  
4,914 tons of clean fill diverted  
340 lbs copper & aluminum wire
- Infrastructure construction has begun.
- Groundbreaking Ceremony coming

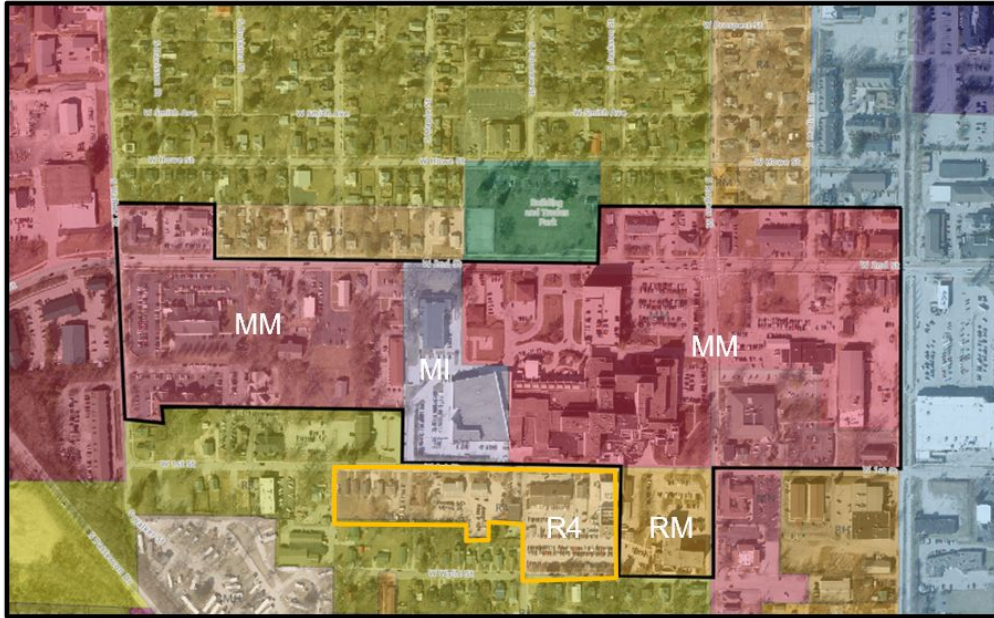


# UPDATE: HOPEWELL WEST



- **Jackson St funded with \$1.8M READI grant** (includes 30% design of the Legacy Hospital Site primary plat and streets)
- **Primary Platting of the Legacy Hospital site targeted for July 2023**

# UPDATE: ZONING OVERLAY DISTRICT



- Zoning supports Master Plan
- Overlay District Approved (high level summary below)
  - Incentives for affordability, sustainability, and both
  - Alley access
  - Increase impervious surface
  - Reduce side & rear setbacks
  - Reduce min lot size
  - Eliminate parking minimum
  - Parking with permeable pavers
  - Pedestrian scale development standards
  - Use specific standards
  - Building materials

# UPDATE: DEVELOPMENT

- Retained Owner's Development Rep (U3 Advisors) to assist with financial feasibility analysis, development strategies, developer engagement and deal negotiation.
- Reviewing RFI responses on Blocks 8-9-10 (south of 1<sup>st</sup> St)



# UPDATE: REDEVELOPMENT of KOHR BLDG



- **LIHTC deal proposed at 38 affordable units**
- **Historic Preservation Commission approved**
- **Variances approved**
- **Public Offering submitted**
- **Developer working toward a July 2023 tax credit submission**

# UPDATE: REAL ESTATE APPRAISAL SUMMARY

These are professional appraisals and do not designate market value. As a public landowner, the RDC wants to incentivize development and these increasing values provides the opportunity to entice developers to this area. Other market conditions will play into final development deals.

Previous Appraisal Value of Site - 2017		
	Acres	Appraisal
Land	11.33	\$13,700,000
Parking Garage		\$2,250,000
<b>Estimated Aggregate Market Value</b>		<b>\$15,950,000</b>

Land Purchase Price: \$6,500,000

	Acres	1st Appraisal	2nd Appraisal	Apparent Average	Adjusted Average*	Appraisal/Acre	
Block 10	1.4	\$588,060	\$740,000	\$664,030		\$416,215	
Block 9	2.2	\$539,200	\$2,357,500	\$1,448,350		\$476,029	
Block 8	2	\$539,200	\$2,357,500	\$1,448,350		\$527,717	
Blocks 1-3	5.4	\$8,045,325	\$11,000,000	\$9,522,663		\$1,267,605	
Blocks 4-7	8.95	\$10,000,000	\$7,750,000	\$8,875,000		\$923,307	
Parking Garage	1.38	\$2,000,000	\$5,170,000	\$3,585,000	\$4,101,696		*Includes land value for the garage bldg area
Kohr Building	1	\$1,800,000	\$1,100,000	\$1,450,000	\$1,620,647		*Includes adjustment for equal sized parcelling between 2 appraisals
<b>Average Appraised Value of Hopewell Site</b>					<b>\$27,680,735</b>	<b>as June 2023</b>	

# LOOKING AHEAD

- Final land transfer
  - Pursuing new website for Hopewell
  - Community celebrations coming
  - Historical marker
  - Kohr Building tax credit announcement
  - Development opportunities available
  - Infrastructure construction begins
- 
- Challenges continue
    - Construction costs are high (1<sup>st</sup> St Reconstruction rebid)
    - Interest rates are high
    - Security at the site
    - Primary platting and alley ROWs



# WRAP UP + NEXT MEETING

- Steering Committee upcoming meeting – Fall 2023
- Final Remarks





# Hopewell

Questions?

**23-57**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**TO VACATE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TRADES DISTRICT**

WHEREAS, in May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and

WHEREAS, the Redevelopment Commission (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres within the CTP from Indiana University to create the geographical center of innovation now called the Trades District; and

WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which form was amended most recently in Resolution 18-13; and

WHEREAS, in Resolutions 18-13 and 18-14, the RDC approved the commencement of work on redeveloping the Trades District by approving the award of bids and contracts for the Infrastructure Project and the Mill Project; and

WHEREAS, simultaneously, the City signed a Letter of Intent with Tasus Corporation (“Tasus”) to purchase a parcel in the Trades District where it will establish its North American headquarters and become the first commercial/industrial resident of the Trades District; and

WHEREAS, Staff developed with Tasus a Declaration of Covenants, Conditions and Restrictions (“Declaration”) for the Trades District, which was approved by the RDC in Resolution 18-71 and is attached to this Resolution as Exhibit B; and

WHEREAS, Tasus withdrew from the project, and staff have continued to market development within the Trades District; and

WHEREAS, after the Declaration was approved, the City has updated in Unified Development Ordinance to be more in line with the vision of the Trades District and a comprehensive downtown; and

WHEREAS, the RDC along with its partners Dimension Mill, Inc., and the Bloomington Economic Development Corporation are in the process of building a new technology center in the Trades District using a combination of funds, including a grant from the U.S. Economic Development Agency; and

WHEREAS, staff believe it is in the best interest of future development of the Trades District, to vacate the existing Declaration; and

WHEREAS, upon approval of the RDC, the next steps to vacate the Declaration would be to obtain the approval of the Plan Commission under Ind. Code § 36-7-4-714;

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

1. The RDC reaffirms its approval of the overall efforts to redevelop the Trades District.
2. The RDC finds that rescinding and vacating the Declaration serves the public's best interest and therefore approves.
3. The RDC directs staff to submit a petition to the Plan Commission to vacate the Declaration, and upon approval to record a notice of the vacated Declaration in the Office of the Monroe County Recorder.
4. The authorization to vacate the Declaration in and of itself does not involve the expenditure of RDC funds. However, the RDC authorizes staff to expend any amount not to exceed \$500 for any necessary notices, fees, or expenditures related to the vacating the Declaration.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

**To: Bloomington Redevelopment Commission**  
**From: John Fernandez, Senior Vice President, Innovation & Strategic Partnerships**  
**Date: July 12, 2023**

**RE: Proposed repeal of Trades District Covenants, Conditions and Restrictions**

A. Background

The City of Bloomington's Redevelopment Commission ("RDC") approved the issuance of Redevelopment District Tax Increment Revenue (TIF) bonds in 2011 for the acquisition and development of property now referred to as the Trades District. The City envisaged the Trades District as a center of innovation in the heart of the City's larger Certified Technology Park. In 2018, the RDC approved the commencement of work to develop the Trades District, including awarding of bids to advance infrastructure investments and the redevelopment of the Dimension Mill.

In an effort to secure the first private sector investment in the Trades District, the City approved a Letter of Intent ("LOI") from Tasus Corporation to acquire property for the purpose of building the company's new North American headquarters. As part of this transaction, the City sought to provide assurances to Tasus that the Trades District would be developed consistent with its vision of an innovation center. Tasus, in particular, sought assurances that future adjacent buildings would not negatively impact their investment. To this end, the RDC approved the Trades District Covenants, Conditions and Restrictions ("CCRs") November 5, 2018.

On July 2, 2019, the Tasus Corporation announced its decision to 'postpone' its investment in the Trades District. Nonetheless, the Trades District CCRs have remained in effect.

In 2020, the Bloomington Common Council approved a new Unified Zoning Ordinance that designated the Trades District properties as "MD-ST", Mixed-use Downtown Showers Technology District within the Downtown Overlay.

"The Mixed-Use Downtown – Showers Technology character area is intended to draw upon architectural detailing and thoughtful site planning to complement the mass and scale of existing historic structures, draw upon neo-traditional design concepts to extend the street grid and to create publicly accessible open space, integrate development that is strategically planned to promote mixed-use development focused on light industrial, manufacturing, and office uses where live/work, young professional, single-family, empty nester and retiree housing markets are targeted." UDO 20.02.020(9)(A)

The City's zoning regulations, along with the RDC's imposed restrictions for the sale or lease of Trades District properties, more than sufficiently protect the public interests. The CCRs, created before the current UDO, add unnecessary complexity to potential transactions and impose development restrictions that are not aligned with the City's vision for the Trades District.

**B. Key elements of the CCRs**

The City's UDO regulations and the CCRs have many similarities, however, the key differences include:

- i. The CCRs require the formation of a private property owners association that will be responsible for the maintenance of common areas (including the stormwater infrastructure under the common areas).
- ii. The establishment of design review committee comprised of members of the property owners association.
- iii. Building height is limited to 45 feet – compared to 4 stories not to exceed 50 feet under the UDO; and
- iv. Property uses – for the entire Trades District – shall be a minimum of 80% employment.

**C. Implications of repeal**

Repealing the CCRs will improve the marketability of the Trades District properties by eliminating unnecessary administrative requirements and uncertain future liabilities for common area operating expenses. Moreover, removing the current CCRs use restrictions will enable potential mixed-use developments that are more aligned with current market conditions and updated goals for the district and consequently increase the market value of the City's properties.

The property owners association was envisioned primarily as an administrative vehicle to collect owners' relative share of common area maintenance. The scale of the common areas located within the Trades District are minor – relative the scale of the Trades District. (See attached diagram.) The most material element of the CCRs relates to the maintenance of the stormwater infrastructure. The City of Bloomington Utilities (CBU) and the City of Bloomington have agreed to a new memorandum of understanding (MOU) that will result in CBU taking ownership and responsibility for the maintenance of the stormwater infrastructure located under the Trades District common areas. The remaining common areas are adjacent to RDC assets (sidewalks) and marginal cost for the maintenance of these common areas will be immaterial.

The Review Committee envisaged in the CCRs is to be comprised of members representing the property owners association. Currently, the vast majority of the Trades District is owned by the RDC. The Review Committee process adds an unnecessary step to the City's development processes. The RDC, via a Project Agreement execution that is required by the RDC Trades District Offer Notice, provides a binding vehicle

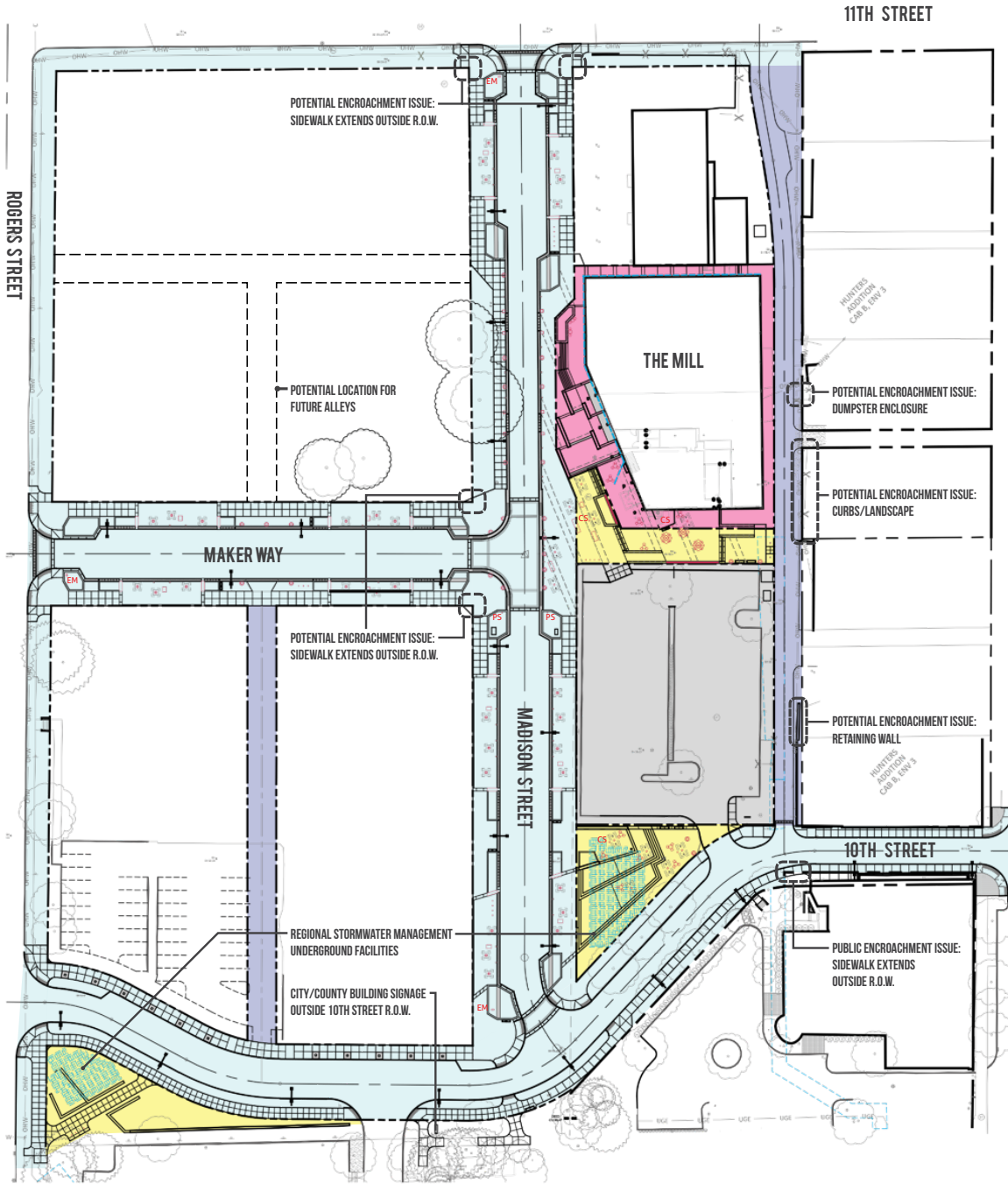
by which the RDC can ensure the design of future developments are consistent with the City's Trade District vision. The Mill, as the RDC's representative, is committed to engaging all Trades District property owners in the review of new development designs. The Kiln and Showers Administration building owners were consulted as part of The Mill's evaluation of these CCRs and support the request for repeal.

At the time of the CCRs establishment, Tasus' primary concern was the risk of having large-scale student housing projects built adjacent to their new headquarters. While Tasus is no longer planning to locate in the Trades District, the City has incorporated restrictions in its Offering Packet that explicitly address this concern. Specifically, the Offering Packet states: "Undergraduate student housing is explicitly not of interest to the RDC for this project."

Successful innovation districts include mixed-use developments that create a vibrant environment attractive to talented residents, employers, innovators, and investors. While there is no one-size-fits all calculation for the mix of offices to commercial/entertainment space, the CCRs' 80/20 ratio is widely viewed as being off-market particularly in our post-COVID environment.

#### D. Request to repeal

The Mill recommends that the RDC repeal the Trades District Covenants, Conditions and Restrictions adopted November 5, 2018. Following the adoption of these CCRs, new ordinances, policies and agreements have been promulgated that meet and exceed the CCRs' original intent. The CCRs create unnecessary processes and regulations that impede the City's ability to advance its vision for the Trades District and optimize the return on investment for Bloomington taxpayers.



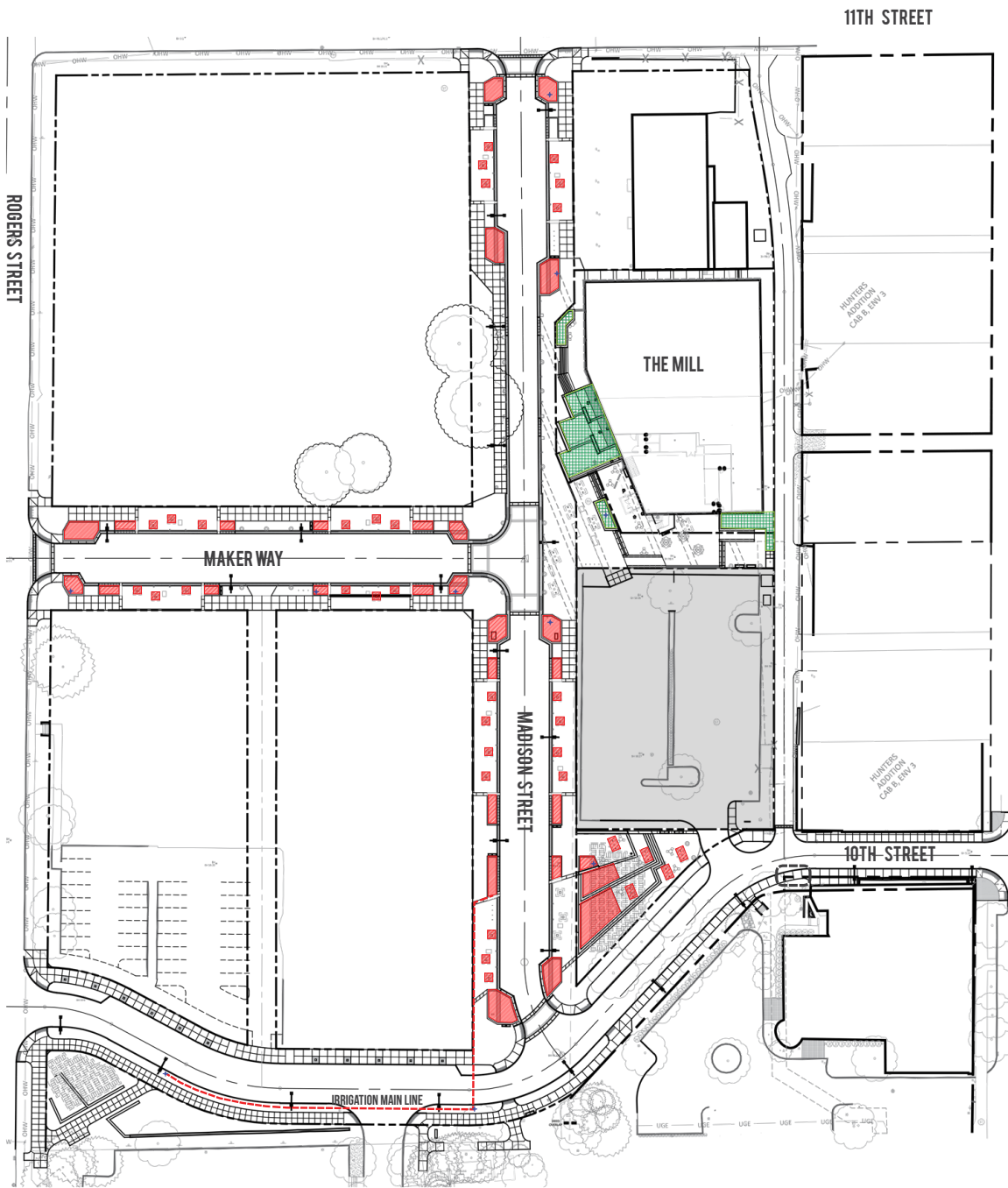
**PROPERTY CONTROL**

- PUBLIC RIGHT-OF-WAY
- PUBLIC RIGHT-OF-WAY ALLEY
- THE MILL PARCEL
- FUTURE COMMON AREA
- PRIVATE PROPERTY

**FURNISHINGS**

- POWER STATION
- CHARGING STATION
- SECURITY BOLLARD
- ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE
- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH





**IRRIGATED LANDSCAPE BEDS**

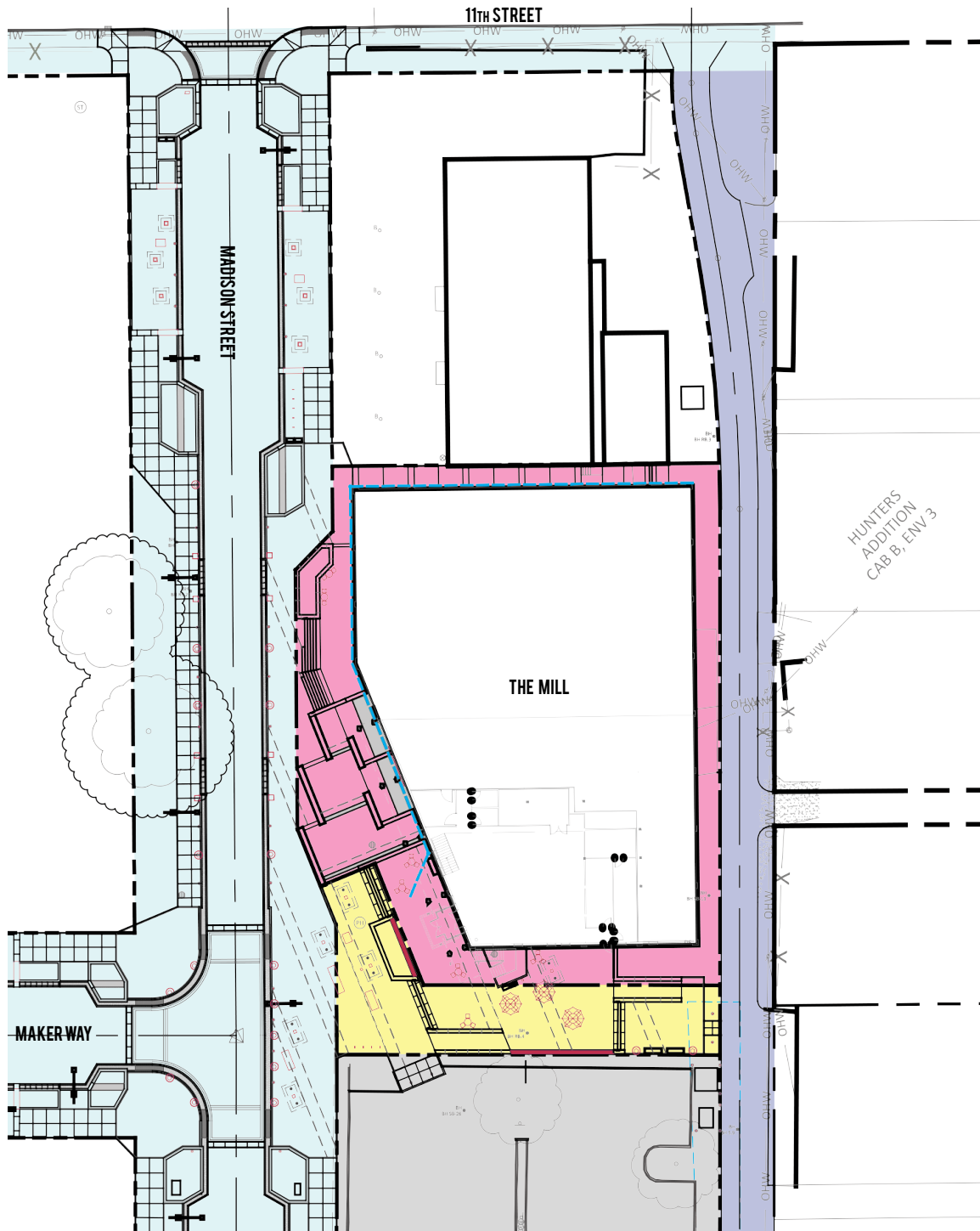
 SITE + INFRASTRUCTURE

 THE MILL

 QUICK COUPLER LOCATIONS







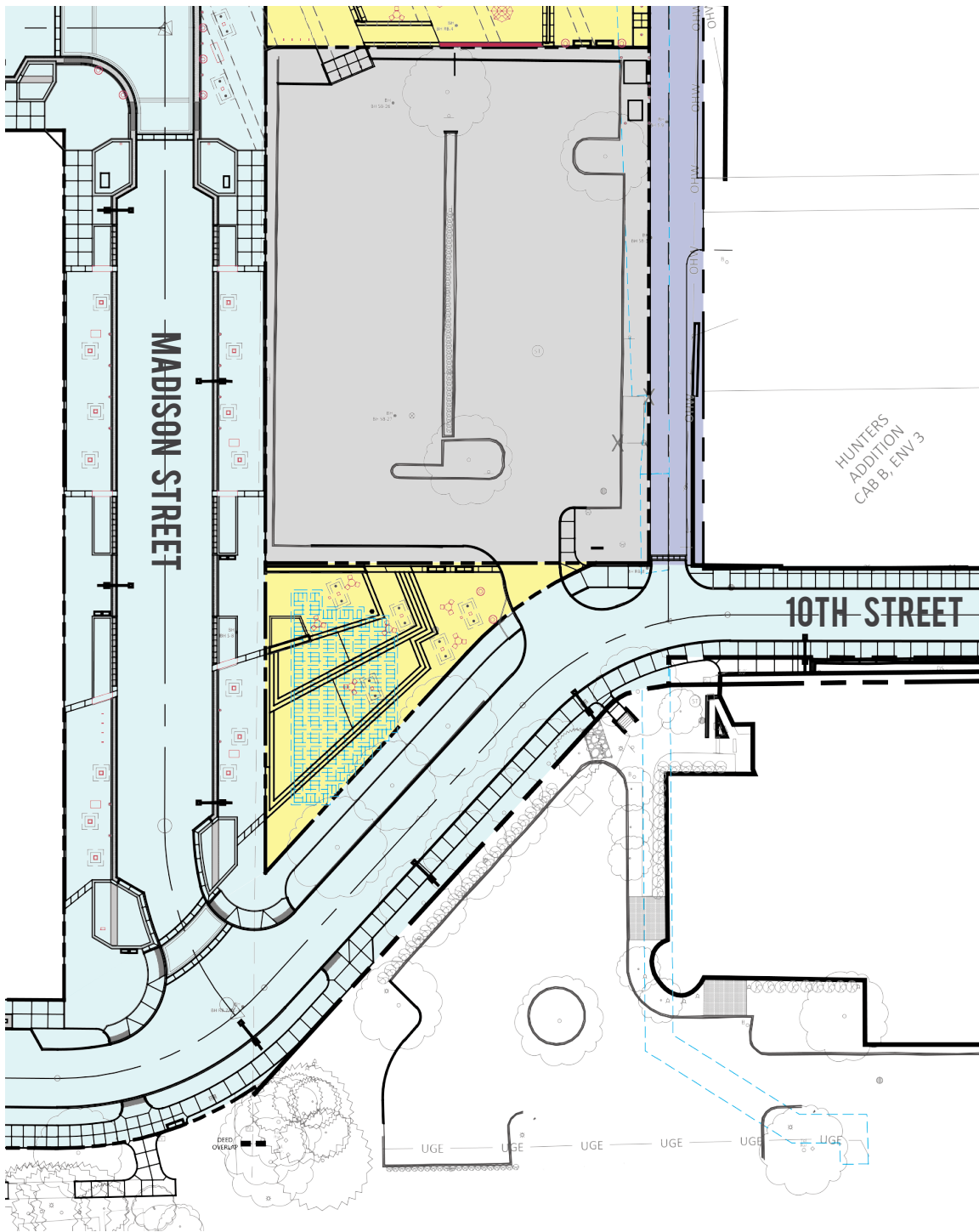
**PROPERTY CONTROL**

- PUBLIC RIGHT-OF-WAY
- PUBLIC RIGHT-OF-WAY ALLEY
- THE MILL PARCEL
- FUTURE COMMON AREA
- PRIVATE PROPERTY

**FURNISHINGS**

- |  |                  |  |                        |   |                               |
|--|------------------|--|------------------------|---|-------------------------------|
| <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> PS | POWER STATION    | <span style="display: inline-block; width: 10px; height: 10px; border: 1px dashed black; margin-right: 5px;"></span> | BIKE RACKS             | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> | TRASH & RECYCLING RECEPTACLES |
| <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> CS | CHARGING STATION | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>  | PAVERGRATE             | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> | TABLE & CHAIRS WITH UMBRELLA  |
| <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>    | SECURITY BOLLARD | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>  | TREEGRATE              | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> | CAFE TABLE & CHAIRS           |
| <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> EM | ENTRY MARKER     | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>  | LIGHT POLE WITH BANNER | <span style="display: inline-block; width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> | BENCH                         |
| <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>    | PLANTER POT      | <span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span>  | LIGHT POLE             |   |                               |





HUNTERS  
ADDITION  
CAB B, ENV 3

MADISON STREET

10TH STREET

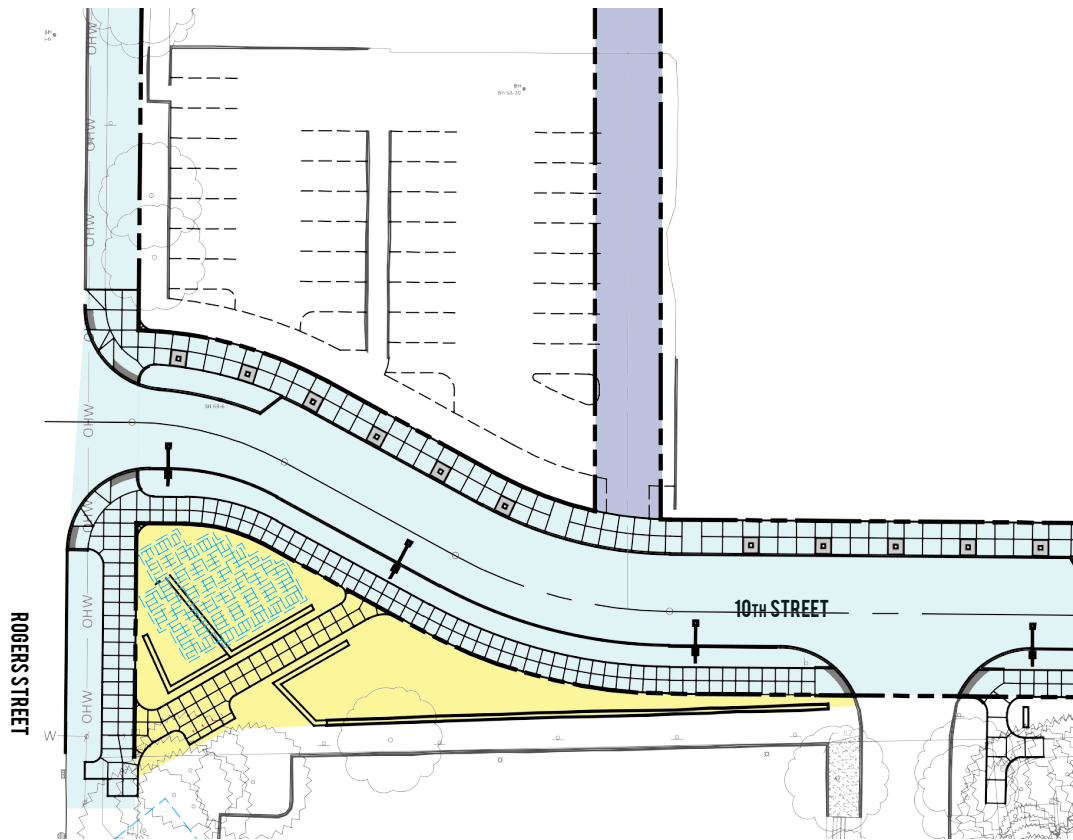
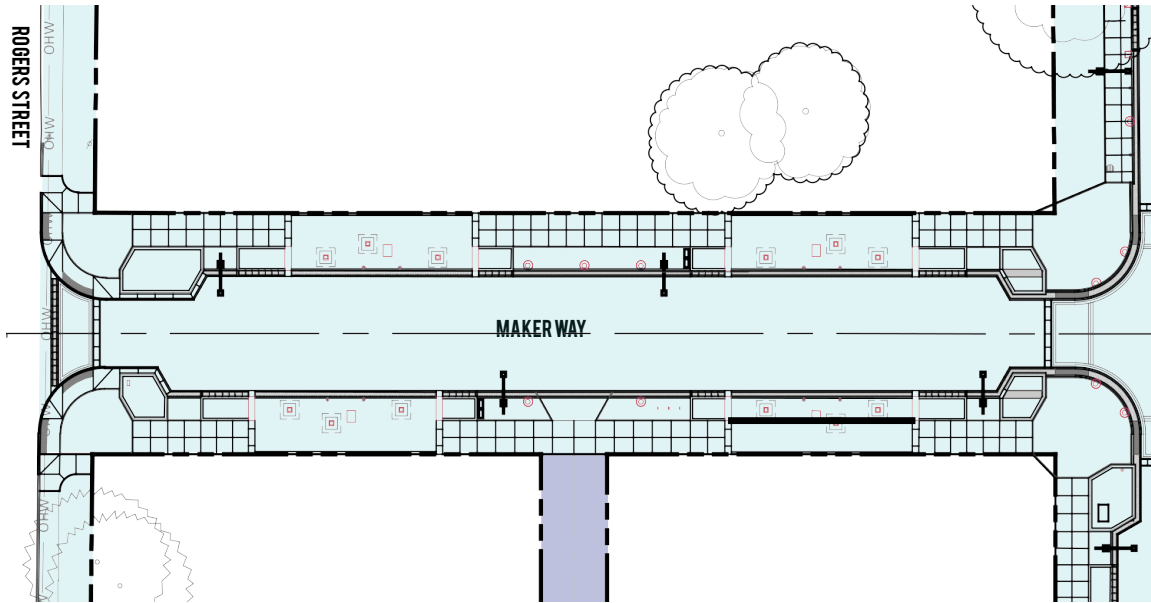
**PROPERTY CONTROL**

- PUBLIC RIGHT-OF-WAY
- PUBLIC RIGHT-OF-WAY ALLEY
- THE MILL PARCEL
- FUTURE COMMON AREA
- PRIVATE PROPERTY

**FURNISHINGS**

- PS POWER STATION
- CS CHARGING STATION
- SECURITY BOLLARD
- EM ENTRY MARKER
- PLANTER POT
- BIKE RACKS
- PAVERGRATE
- TREEGRATE
- LIGHT POLE WITH BANNER
- LIGHT POLE
- TRASH & RECYCLING RECEPTACLES
- TABLE & CHAIRS WITH UMBRELLA
- CAFE TABLE & CHAIRS
- BENCH





**PROPERTY CONTROL**

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- BENCH



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE TRADES DISTRICT SUBDIVISION

The Redevelopment Commission of the City of Bloomington, Indiana (“Developer”, defined below), desiring to execute this Declaration of Covenants, Conditions and Restrictions for The Trades District Subdivision (“The Trades District”), an innovation and technology park in the City of Bloomington, Monroe County, Indiana, submits the following Declaration of Covenants, Conditions and Restrictions for The Trades District Subdivision (the “Declaration”) and hereby declares that: (i) the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, changes and liens hereinafter set forth in this Declaration, and (ii) the purposes of this Declaration is to establish uniform standards of development and quality for the innovation and technology park to be known as “The Trades District” in the City of Bloomington, Indiana.

Purpose and Vision of The Trades District; a Part of the Bloomington Certified Technology Park;

The Trades District Subdivision is the innovation and commercial center of the Bloomington Certified Technology Park (CTP). The CTP is a developing vibrant downtown district, full of things to do and places to go; a place where collaboration thrives and where relationships are forged. The CTP welcomes current and future residents, as well as current and future businesses focused on advancing our current knowledge and processes. Through an intentional mixing and clustering of uses, the CTP fosters collaboration and relationships. It links Bloomington’s compact cultural, civic, commercial, and residential districts. It builds upon existing amenities and provides new attractions that encourage residents of the City to explore and mingle. It celebrates both the heritage and history of what was here and embraces new and emerging approaches to our world that allow us to live in a more sustainable manner. It promotes community, healthier lifestyles, and the desire to work and play close to home through a walkable and bike-able environment. The Trades District Subdivision, the center of the Technology Park, is intended primarily for employers and employment opportunities in innovation-focused businesses. The Trades District Subdivision is a place where emerging technology businesses and inventive startups will be supported and encouraged. A limited amount of retail commercial and residential opportunity is also available to facilitate complimentary mix of land uses within The Trades District.

I. DEFINITIONS

The following terms, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. Trades District or “Property” shall mean the real estate subjected to this Declaration by the terms of this Declaration and any property that may from time to time hereafter be

subjected to the terms of this Declaration by any supplemental Declaration under the provisions of Article II of this Declaration. Initially, the Property shall mean the real estate described in Article II, Section 1 and further described in Exhibit A.

- B. “Applicable Date” means and refers to the date the Developer voluntarily transfers control to the Association which shall occur when ninety percent (90%) of the total land comprising The Trades District has been sold/or conveyed to a non-Developer Owner, or by December 31, 2023, whichever is first-occurring.
- C. “Assessments” shall have the meaning set forth in Article IV, Section 1 of this Declaration.
- D. “Association” shall mean and refer to The Trades District Owners Association, an Indiana non-profit corporation which shall be formed and established by the Developer for the purpose of assuming the rights and performing the duties and obligations of Developer on the Applicable Date as stated and provided by this Declaration, and at which time the Association shall then be responsible as the successor and assign of Developer of The Trades District Subdivision. The Bylaws of the Association shall include provisions consistent with this Declaration.
- E. “Common Areas” shall mean those areas within and upon the Property, including any improvements thereon and amenities thereto, now or hereafter held by Developer or hereafter conveyed by Developer to the Association (if and when established pursuant to Article VIII, Section 8 of this Declaration) for the common use and benefit of the Owners. However, the Association shall not take or hold fee title to: areas designated as parks; parking garage(s); public rights of way including streets and sidewalks; the plaza in front of the Dimension Mill; signage at gateway entrances to The Trades District; public signs, or street lights, ownership and responsibility for maintenance of which shall be retained by Developer and/or the City of Bloomington.
- F. “Common Expenses” shall mean and refer to the expenses for the improvement, maintenance, repair and replacement of any common area improvements, taxes, signage, insurance premiums and such other costs and expenses.
- G. “Default Interest Rate” shall have the meaning set forth in Article IV, Section 1 of this Declaration.
- H. “Developer” shall mean the Redevelopment Commission of the City of Bloomington, or its successors or assigns, but, in the case of an assignee, only if any such assignee is expressly designated as Developer by the Redevelopment Commission of the City of Bloomington, including such time as when the Association shall be assigned the role as Developer in accordance with this Declaration.
- I. “Development Guidelines” shall mean the guidelines and standards for development and architectural review set forth in Article VI of this Declaration.

- J. “Lot” shall mean and refer to any parcel or plot of the Property in The Trades District designated as a lot on the Plat. Whenever used in this declaration, Lot shall include any and all buildings or other improvements, related facilities and site improvements thereon, used or intended to be used for the benefit of any Owner in the operation of the Owner’s business.
- K. “Owner” shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, provided that a reference to Owners shall be deemed to exclude Developer unless such reference expressly includes Developer.
- L. “Owner’s Proportionate Share” shall mean and refer to a fraction, calculated by Developer as follows: the numerator shall equal the gross acreage contained in such Owner’s Lot, exclusive of public rights of way, and the denominator shall equal the gross acreage contained in all Lots in The Trades District, exclusive of public rights of way, parks space and/or parking garages. Assessments, Special Assessments and Owner voting rights shall be determined in accordance with and equal to each Owner’s Proportionate Share.
- M. “Plat” means and refers to the Plat or Plats of The Trades District on record in the Office of the Recorder of Monroe County as Instrument Number \_\_\_\_\_ in Plat Cabinet \_\_\_\_\_ Envelope \_\_\_\_\_.
- N. “Review Committee” shall mean and refer to the Review Committee referred to in Article VI. The Review Committee shall have the right to make recommendations to the City of Bloomington’s Planning and Transportation Department (“Planning”), the Bloomington Plan Commission and the Board of Zoning Appeals with regard to application of the Development Guidelines to proposed improvements or structures, as described in Article VI of this Declaration, on lots in The Trades District. The initial Review Committee shall consist of three (3) members appointed by the Developer. After the Association is formed and assumes Developer responsibilities as provided by this Declaration, the Association’s Board of Directors or a subcommittee of Directors, as appointed by the Association Board of Directors, shall, thereafter, serve as the Review Committee.
- II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITION THERETO;  
EASEMENTS

Section 1. Legal Description. The real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bloomington, Monroe County, Indiana, and comprises, initially, the real estate legally described on Exhibit A attached hereto and incorporated herein by reference.

All references herein to The Trades District or Property shall be deemed for all purposes to include or exclude all parcels of real estate which have been added from time to time to the

ambit of this Declaration pursuant to this Article II.

Section 2. Addition of Land. Developer may (but shall have no obligation to, except as otherwise provided herein) at any time and from time to time, add to the ambit of this Declaration additional lands, now owned or hereafter acquired by Developer. Upon addition of any lands to this Declaration by recordation, the owners of property therein shall be and become Owners subject to this Declaration, including (but not limited to) Assessments under Article IV. All references in this Declaration to Owner(s) shall be deemed for all purposes to include all such owners of land added hereto by recorded declaration, including but not limited to the additional Phases of The Trades District subdivision development.

The addition of lands as aforesaid shall be made and evidenced by filing in the Office of the Recorder of Monroe County, Indiana, a supplement or amendment to this Declaration with respect to the lands to be added. Developer reserves the right to so amend or supplement this Declaration to add additional land pursuant to this Section 2 without the consent or joinder of any Owner and/or mortgagee of any portion of the Property. However, any such amendment or supplement shall not require construction or reconstruction of existing buildings or structures or alterations to developed Lots or changes in such Lots' uses.

### III. MAINTENANCE RESPONSIBILITIES

Section 1. Common Area Maintenance by Developer. Except as provided in Section 2 of this Article III, it shall be the duty of Developer to maintain all Common Areas in good condition at all times, including (without limitation), the following:

- A. Pay prior to delinquency (i) all real property taxes which have been levied against, or assessed with respect to, the Common Areas and the improvements and roadways thereon, and (ii) all general and special assessments, ditch fees, and all other governmental, municipal or public dues, charge and impositions which have been levied against or assessed with respect to the Common Areas;
- B. Maintain in full force and effect at all times a policy of general public liability insurance issued by a financially responsible company covering any and all claims for injuries to, or death of, persons and damage to property occurring on or about the Common Areas in an amount not less than \$5,000,000 for damage or injury to, and/or loss or death of, property and/or persons arising out of any one accident or occurrence;
- C. Keep all Common Areas in clean and presentable condition, including maintenance, repair and replacement of amenities and signage in the Common Areas, as well as snow removal, maintaining landscape features, and mowing greenspace;
- D. Conduct repair and maintenance activities that impact City rights of way in accordance with the City of Bloomington's policies and standards related to excavation permits; and

- E. Repair and maintain the common storm water management and retention system, portions of which are below ground. The City of Bloomington shall be responsible for repair and maintenance of storm water facilities under or within the rights of way; the Developer shall be responsible for repair and maintenance of storm water facilities that are under or within designated common areas.

For the purpose of performing the maintenance, repair and replacement obligations contemplated herein, Developer, through its duly authorized agents or employees, shall have the right to enter upon those portions of any Lot adjoining Common Areas as may be reasonably necessary to gain access to any such Common Areas and to perform its duties and obligations hereunder; provided, however, that in the event any such adjoining property is damaged in the course of or as a result of such entry or maintenance, such adjoining property shall be restored to the same condition (or as nearly so as may be reasonable in the circumstances) as existed prior to such entry and maintenance, repair or restoration activities.

Section 2. Maintenance by Owners. It shall be the duty of each Owner (including Developer to the extent it owns Lots) to maintain mowing and general maintenance of the Owner's Lot(s). If within thirty (30) days after notification by Developer such maintenance has not been so performed, Developer may order the work done at the Owner's expense and may treat the charge as a lien on such Owner's Lot(s) and may avail itself of all rights and remedies and do all things as provided in Article V below.

#### IV. ASSESSMENTS

Section 1. Creation of Lien and Owner Obligation for Assessments. Except as expressly provided otherwise by this Declaration, Developer, for each Lot now or hereafter owned by it, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, or by succession to title thereto as of the date of closing) including, but not limited to, any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to annual assessments for Expenses and special assessments with respect to the Common Areas (collectively, "Assessments"); such Assessments to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon from the due date thereof at the rate equal to the greater of twelve percent (12%) per annum or an annual rate of interest equal to four percent (4%) above the highest prime rate of interest announced from time to time for the period in question as published in the Wall Street Journal (the applicable rate being the "Default Interest Paid") and costs of collection thereof (including reasonable attorneys' fees) shall be a charge on each Lot and shall constitute a continuing lien upon the Lot(s) against which each such Assessment is made and shall also be the obligation of the Owner of such Lot(s) on the due date of such Assessment. When the Owner of a Lot constitutes more than one person or entity, the liability for payment of the Assessments shall be joint and several.

Section 2. Purpose of Annual Assessments. The annual Assessments levied by Developer shall be used exclusively for the purpose of promoting the health, safety, security



and welfare of the Owners (including Developer, to the extent Developer owns Lots) and in particular for the payment of expenses for the improvement, maintenance, repair and replacement of Common Area improvements, taxes, non-gateway signage, insurance premiums and such other costs and expenses, except as otherwise excluded by this Declaration.

Section 3. Special Assessments. In addition to the annual Assessments, Developer may levy in any year a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any capital improvement or major repair with respect to the Common Areas that are not initial development costs (which shall be the Developer's obligation) or otherwise excepted from assessment by this Declaration. Each Owner's share of such Special Assessments shall be equal to the Owner's Proportionate Share multiplied by the Total Special Assessment.

Section 4. Uniform Rate of Assessment. Each Owner's total obligation for assessments shall be equal to the Owner's Proportionate Share multiplied by the Common Expenses. Notwithstanding these provisions, however, in no event shall the Lot Owners be liable or responsible for assessments, whether special, capital, repair, replacement, maintenance or otherwise, for anything explicitly excepted from the definition of "Common Areas" set forth in Section I.E. above.

Section 5. Commencement of Assessments; Due Dates. The Annual Assessments and Special Assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Developer to be the date of commencement, but in no event shall any such assessments commence until after the Applicable Date. Until such time as the Applicable Date occurs, the Developer shall be liable for all such costs and expenses. The Owners shall be notified of the due date of any Annual Assessment or special Assessment and any such Assessments shall be payable in advance in monthly, quarterly, semi-annual installments, as determined by Developer.

Section 6. Duties of Developer. Consistent with Section 5 above, Developer shall fix the date of commencement and the amount of the annual Assessments or special Assessments against each Lot for each annual Assessment year or special Assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the Lots and Assessments which shall be kept in Developer's office and shall be open to inspection by any Owner. Written notice of the Assessment (the "Assessment Notice") shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

Developer shall, upon demand at any time, furnish to any Owner liable for Assessments a certificate in writing signed by an authorized representative of Developer setting forth whether all Assessments (annual or special) have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Any Owner or its representative, upon five (5) days' written notice and at reasonable hours, shall have the right to inspect Developer's books and records directly relating to the

collection of the Assessments and the payment of Common Expenses.

Section 7. Delinquent Assessments. If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date thereof at the Default Interest Rate, and Developer may at any time thereafter bring an action to foreclose the lien therefor against the Lot in like manner as a foreclosure of a mortgage on real property and/or file a suit on the *in personam* obligation of the Owner for payment of the delinquent Assessment, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. Assessments shall be due and payable without relief from valuation and appraisal laws.

Section 8. Subordination to Lien of Mortgages. The lien of the Assessments for which provision is herein made shall be subordinate to the lien of any first mortgage of record to a federal or state chartered bank, insurance company, federal or state savings and loan association, real estate investment trust, or qualified industrial revenue bonds which are granted to secure financing for the construction and development of a Lot. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or deed in lieu thereof. No sale, transfer or conveyance of a Lot shall relieve such Lot from liability for Assessments then or thereafter becoming due, nor from the lien of any such subsequent Assessments.

Section 9. Developer's Assessment. Developer, for such time as it continues to be a Lot Owner, shall be required to contribute to the Common Expenses and special assessments such sums as may be needed in addition to the contributions of the other Lot Owners to maintain the Common Areas and other areas of the development (not otherwise owned by a Lot owner) and manage the Association as provided by this Declaration.

#### V. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. Developer may, to avoid blight and to preserve the beauty, quality and value of the Property, require maintenance or repair to a Lot, including, but not limited to, paint, repairs, roof repairs and replacements, gutters, downspouts, exterior building surfaces, yard clean-up, landscaping.

Section 2. Notice to Owner. Developer shall notify in writing the Owner of any Lot requiring exterior maintenance. If within thirty (30) days after notification the necessary work has not been completed, or satisfactory arrangements for the prompt completion of the necessary work have not been demonstrated to Developer's satisfaction, then Developer may cause the necessary maintenance to be performed.

Section 3. Assessment of Maintenance Costs. The cost of such maintenance shall be assessed against the Lot Owner upon which such maintenance is performed. Any exterior

maintenance assessment shall be the obligation of the Owner of the Lot and such sum shall become due and payable immediately upon demand of Developer, together with interest at the Default Interest Rate and costs of collection, including reasonable attorneys' fees. Developer's right to recover such maintenance assessment, together with interest thereon and costs of collection, shall be secured by a lien on the applicable Lot in the same manner as a regular assessment, in accordance with Article V.

Section 4. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, Developer, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon such Owner's Lot to access the exterior of any improvements thereon at reasonable hours of any day.

## VI. DEVELOPMENT GUIDELINES AND ARCHITECTURAL REVIEW

Section 1. Review and Approval. No improvement or structure of any kind, including (without limitation) any building, fence, wall, sign, site paving, grading, parking and building additions, exterior alterations, screen enclosure, sewer, drainage, water retention, decorative structure, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or portion thereof, unless and until the plans, specifications and location of the same shall have been submitted to and approved by the Review Committee described in Section 4 of this Article, and submitted thereafter to Planning and Transportation, or its successor department, and been approved, as applicable, by the City of Bloomington Plan Commission, or its successor, the Bloomington Common Council, and any other governmental bodies, as required. All such plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Development Guidelines this Declaration and applicable law.

Section 2. Architectural Standards. The Trades District is intended to draw on neo-traditional design concepts to extend the street grid and provide buildings that create a sense of place in the near downtown. Architectural style and detailing is expected to incorporate elements of the neo-traditional look but also extend beyond that into more creative and contemporary architecture.

Section 3. Development Standards. The following development standards ("Standards") are based on those in the Bloomington Unified Development Ordinance ("UDO"), Showers Technology Park Overlay district ("STPO"). Where the Standards deviate from the UDO, the parties intend that the Standards shall govern. Such deviations will require approval from the Plan Commission. Where the Standards contain insufficient guidance, the Developer and/or Owners shall refer to the UDO standards for the STPO in place at the time this Declaration is first recorded in the Monroe County Recorder's Office. The City's role with regard to interpreting and applying these Standards is described in the UDO at BMC §20.01.070(b)(3).

- A. Building Height. The maximum building height shall be forty-five (45) feet above grade from the land grade at any point around the building to the top of the roof line

or parapet on the adjacent portion of the building. Mechanical equipment can extend an additional 10' above the roof if it is set back a minimum of 20' from any perimeter wall. These Standards for height and number of stories are higher than those in the UDO and are designed to promote high quality development and flexibility of building uses in the Trades District. The Standards will require waivers from the Plan Commission granted in accordance with this Declaration. In reviewing petitions utilizing these Standards, the parties to this Declaration intend that the Review Committee and the Plan Commission consider requests for greater height in light of where a structure will be located both in the Trades District and on a lot. For example, buildings of greater height seem appropriate on 11<sup>th</sup> Street, but may be inappropriate along 10<sup>th</sup> St, or adjacent to a historic building or structure of lower height or fewer stories.

- B. Floor to Ceiling Height. Floor to ceiling height for ground floor commercial space is recommended at a minimum of twelve (12) feet, where possible, to promote pedestrian friendly buildings.
- C. Architecture. The Trades District is intended to draw on neo-traditional design concepts to extend the street grid and provide building forward to create a sense of place in the near downtown. Architectural style and detailing however is expected to incorporate elements of the neo-traditional look but extend beyond that in more creative and contemporary architecture.
  - a. Site Plan. Any façade facing a public street shall be considered a primary façade. A minimum of one pedestrian entrance shall be provided for any primary façade which contains at least sixty-six (66) feet of frontage facing a public street. At least one pedestrian entrance shall be constructed at an elevation that is within three (3) feet of the adjacent sidewalk elevation.
  - b. Setbacks. Buildings shall have a maximum front setback of fifteen feet from the existing public right-of-way, a minimum side setback of five feet and a minimum rear setback of five feet. New buildings located immediately adjacent to the side of an outstanding, notable and/or contributing structure as identified in either one or both of the City of Bloomington Survey of Historic Sites and Structures or the Indiana State Historic Architectural and Archaeological Research Database shall align its respective facade to match the front setback established by a surveyed structure.
  - c. Lighting. Pedestrian scale lighting shall be provided as approved by the Bloomington Board of Public Works. Pedestrian scaled street lights shall be less than fifteen feet (15') high from the height of the sidewalks. Exterior building lighting shall comply with the general lighting standards in the UDO.
  - d. Mechanical Equipment and Service Areas. Mechanical equipment and service areas shall be located at the rear of the building wherever possible, along an alley façade or on the building rooftop. Mechanical equipment and service areas shall be screened using architectural screen wall, screening devices and/or landscaping.

Mechanical equipment located on a building rooftop shall be set back from the building edge a sufficient distance to screen the equipment from view from the adjacent streets.

e. Architectural Character.

- i. Roofs or building caps. Buildings shall incorporate roof designs using either flat roofs with parapet or sloped or pitched gable and/or hip roofs to further define the building cap. All sloped roofs shall incorporate a minimum 8/12 pitch. Sloped roof ridges greater than sixty-five feet in width parallel to a street shall incorporate a minimum of one dormer into this sloping roof section. In no case shall a flat roof incorporate a parapet that exceeds fifteen percent of the supporting wall height.
- ii. Void to Solid Percentage. First floor (building base) shall have glass or framed façade open areas consisting of display windows, entries and doors that comprise a minimum of forty percent of the wall/façade area of the first floor façade/elevation facing a street, with a recommended sixty to seventy percent for the area between two and eight feet so as to enhance interaction with pedestrians. Upper stories (building middle) façade openings shall comprise a minimum of twenty percent of wall/façade area of each floor above the first floor façade facing a street.
- iii. Materials. The following materials are not permitted as a primary exterior finish material; vinyl, smooth faced cement block, cementitious siding, EIFS, corrugated or ribbed metal siding. The following materials are not permitted as secondary exterior finish materials: vinyl, EIFS, corrugated or ribbed metal siding.
- iv. Entrance detailing. The primary pedestrian entrance for a building shall incorporate three or more of the following architectural design features;
  1. Recessed entry (minimum of 4')
  2. Plaza space with ornamental paving and integral landscape planters
  3. Canopy or awning
  4. Buttress and arched entry
  5. Pilasters or façade module projecting from the exterior wall plane
  6. Prominent building address, building name and enhanced entryway exterior lighting
  7. Public art display, the size of which shall be adequate to be clearly viewed by pedestrians using the adjoining sidewalk
  8. Raised corniced entryway parapet (may exceed building height three feet).

f. Mass Scale and Form.

- i. The footprint of any single individual building shall not exceed one quarter of the area of the Trades District governed by this Declaration.

- ii. Building façade modulation. Façade modulation is required and shall be incorporated through recessing and through banding and/or articulation of exterior materials or change of materials by incorporating repeating patterns, textures and/or colors used on exterior façade materials. Building facades along each street shall utilize a maximum façade width interval of one hundred feet (100') and a minimum façade width interval of twenty-five feet (25) for a façade module. The building façade module shall be offset by a minimum façade depth (projecting or recessing) of five percent (5%) of the total facade length, at a minimum of five feet, and the offset shall extend the length of its module and the full height of the building.
- iii. Building height setback. Building facades facing a street that are over thirty-five feet (35') in height shall step back the horizontal façade/wall plane a minimum of fifteen feet from the horizontal façade/wall plane below thirty-five feet (35') in height. The first thirty-five feet (35') of a building façade facing a street shall not utilize a building height setback.
- iv. Building height stepdown. Buildings located immediately adjacent to the side of outstanding, notable and contributing structures as identified in either one or both of the City of Bloomington Survey of Historic Sites and Structures or the Indiana State Historic Architectural and Archaeological Research Database shall incrementally step down upper stories at each respective facade module to within one story or fourteen feet whichever is less above the highest elevation of the respective adjacent historic structure.
- v. Residential density standards. Residential development shall comply with the density standards in the UDO and STPO.
- g. Parking. Parking shall meet the requirements of the UDO and STPO. During construction and/or until permanent parking is available in The Trades District, Lot Owners must seek permission from the Developer and the City of Bloomington with a specific proposal to construct temporary parking. Each proposal will be evaluated independently.
- h. Landscaping and street trees. Landscaping and street trees shall comply with the general standards in the UDO for placement, maintenance and plant materials.
- i. Signage. Signs shall comply with the general standards in the UDO.

Section 4. Review Committee. Once the Association has become the Developer, the Association's Board of Directors or a subcommittee of Directors, as appointed by the Association Board of Directors, shall thereafter serve as the Review Committee., which shall review submitted plans and make recommendations to Planning and Transportation, and as applicable, the Plan Commission. Prior to the submission of any site plan review, zoning change, variance of use, variance of development standard, or special exception application to the City of

Bloomington Plan Commission or Board of Zoning Appeals, the property owner of the subject parcel shall petition the Review Committee for approval. Record of the Review Committee's recommendation shall be submitted to the City of Bloomington Plan Commission or Board of Zoning Appeals with the property owner's application.

Section 5. Modification or Exterior Remodeling. If any improvement or structure approved by Planning and the Plan Commission and constructed on any Lot shall be changed, modified or altered so as to change the exterior appearance thereof, without prior submission to the Review Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications as last approved by the Plan Commission, and shall bear all costs and expenses of such restoration, including, but not limited to, costs and reasonable attorneys' fees of the Association.

Section 6. Completion of Lot Owner's Construction. Upon approval of the plans and specifications by Planning and the Plan Commission, the Owner shall thereafter construct all improvements on the Lot in accordance with such approved plans and specifications. In the event construction of the improvements is not commenced within the term of the building permit issued by the City/Monroe County, and the Developer has not agreed to extend the time within which Owner may commence construction, the Owner shall pay an additional assessment of \$250 per day to the Developer until the Owner has renewed its building permit and commenced construction. Construction shall be deemed to have commenced if the Owner has obtained all necessary licenses, permits and approvals required for the construction of the improvements and actually commenced the performance of the site work on the Lot.

## VII. USE AND RESTRICTIONS

Section 1. Land Use Restrictions. Permitted land uses for The Trades District are permitted by the UDO with the additional restrictions set forth in this Article VII. If the definitions in the UDO in place at the time this Declaration is recorded for uses listed below differ from the definitions in any later adopted UDO amendments, the definitions in the UDO amendments shall govern.

- A. Employment. The Trades District is being developed primarily as a downtown employment area. There will be a mix of uses in The Trades District, and overall the district must have a minimum of eighty percent (80%) of finished building square footage being used for employment, defined as follows:
- a. Business/professional office
  - b. Government office
  - c. Medical, technical or other research
  - d. Research Center
  - e. Employment uses are to be consistent with the Vision for The Trades District and the UDO.

- B. Commercial. Commercial uses are part of the mix of uses in The Trades District. They add activity and vitality to the District and are intended to compliment and not dominate the District. The maximum size for any single commercial user in The Trades District shall be 10,000 square feet. The maximum percentage of commercial and residential use overall in The Trades District shall be twenty percent (20%) of the total finished building square footage. The following types of commercial uses, or substantially similar uses, will be permitted in the District:
- a. Financial institution
  - b. Bars, brew pubs, restaurants and other fixed location food purveyors
  - c. Retail sales, small (up to 2,500 sq. ft.), or medium (up to 10,000 sq. ft.)
  - d. Business/professional offices, private and government
  - e. Convenience store (without gas)
  - f. Drug store
  - g. Day care, child or adult
  - h. Preschool
  - i. Personal services (dry cleaning, coin laundry, barber/beauty shop, copy center, health spa, photographic studio, tailor/seamstress shop, shoe repair, equipment/party/event rental (indoor), tanning salon).
  - j. Fitness center, small (up to 7,500 sq. ft.) spa
  - k. Small hotel
  - l. Medical clinic (immediate)

Commercial uses shall be of a nature that serves the purpose and vision of the Trades District to create a vibrant mixed use area, and to provide amenities and attractions that support primarily the activities of the Owners, their employees, the residents of and visitors to the Trades District.

- C. Residential. Residential is an essential land use in a mixed use district. Residential is provided in significant quantities on zoned land surrounding The Trades District. Residential in The Trades District is intended to support live/work opportunities for individuals employed in The Trades District, and may include upper floor dwelling units above commercial operations. To that end, as noted above, multifamily, non-student residential dwellings combined with commercial in The Trades District shall be no more than twenty percent (20%) of the total finished building square footage in The Trades District.
- D. Parking Garage. Parking garages shall be permitted in The Trades District but shall be owned by Developer (RDC but not the Association) and/or the City of Bloomington, unless the RDC and/or City agrees otherwise. There are no separate parking requirements for commercial retail uses.

Section. 2. Compliance with Laws. Each Owner shall at all times in the use and development of its Lot observe and comply with all provisions of laws, statutes, ordinances and governmental rules, regulations and orders now or hereafter relating to or affecting the Lot.

Section 3. Zoning Changes. Any Owner making application for any use approval from



the appropriate governmental body, including a change to the zoning classification of its Lot, a variance of use, a conditional use, special use exception, a variance of development standards or a variance or exception from any similar restrictions shall submit such request to the Review Committee before submitting it to the City of Bloomington.

Section 4. Damage to Improvements. If the buildings and other Improvements located on a Lot are damaged or destroyed in whole or in part by fire or other casualty, the Owner of such Lot shall promptly (i) restore such buildings and improvements to their condition immediately prior to such damage or destruction, or (ii) demolish such buildings and improvements and grade and landscape the Lot in accordance with plans and specifications approved by the City of Bloomington as provided in the foregoing Article VI. Upon commencement of such repairs or demolition, the Owner shall thereafter diligently prosecute the same to completion.

Section 5. Construction Debris and Damage. Each Owner shall conduct all site work and construction on such Owner's Lot in a manner that prevents dirt and debris from accumulating beyond the boundary lines of the Lot, excepting staging activities agreed to by an adjacent Owner on its Lot. Such Owner shall be responsible for repairing and restoring any damage to any rights of way, streets and curbs, drainage facilities, utility facilities or adjacent property caused by such Owner, its contractors or such contractors subcontractors or its or their agents or employees in connection with such site work or construction.

#### VIII. GENERAL PROVISIONS

Section 1. Variance. A "variance" may be granted from this Declaration from time-to-time in accordance with the following guidelines:

An Owner may request a variance from the Developer (or the Association if control has been so vested). A meeting shall be held to consider any request for variance. Written notice of the details of the requested variance and the time and date of the meeting for consideration shall be provided to all Lot Owners at least seven (7) days before the meeting. Approval of the Variance requires the vote of the Developer and until a minimum of seventy-five percent (75%) of the land comprising The Trades District is sold and/or conveyed to a non-developer owner, a unanimous vote of the Lot Owners. Each Lot Owner shall have one vote, regardless of whether such Owner owns more than one Lot. Once a minimum of seventy-five percent (75%) of the land in The Trades District has been sold and/or conveyed to a non-developer Owner, then approval of a Variance shall be by a vote of eighty-five percent (85%) of The Trades District Owners. Lot Owners may be present and vote at the meeting or submit a written vote without attending the meeting.

No such variance shall: (i) increase assessments to the Lot Owners; or (ii) decrease the value of the remaining Property or Lots subject to this Declaration; or (iii) be inconsistent with the general purpose of the Subdivision and Lots.

Section 2. Restrictions and Covenants Run with Land. This Declaration constitutes a servitude in and upon the Property, shall run with the land and bind the Property, and shall inure to the benefit of and be enforceable by Developer or an Owner of any of the Property subject to this Declaration their respective legal representatives, heirs, successors and assigns.

Section 3. Duration. This Declaration shall be in effect for an initial term of fifty (50) years after the date this Declaration is recorded. After such time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds (2/3) of the total number of gross acres (excluding Common Areas) of the Property has been recorded, agreeing to terminate this Declaration in whole or in part. No termination of this Declaration shall affect any easement hereby declared, created, granted or reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Responsibility as allocated under this Declaration for maintenance and repair of Common Areas shall survive termination of the Declaration and continue rest jointly with the owners of real property in The Trades District.

Section 4. Remedies. If Developer or an Owner breaches its obligations hereunder, and such breach continues for thirty (30) days after the delivery of written notice describing such breach to such breaching party by the Developer or an Owner (as applicable) or twenty-four (24) hours after written or oral notice in the event of an emergency involving a substantial impairment to the normal use of a Lot, then the non-breaching Developer or Owner, as the case may be, shall be entitled to (i) the remedy of specific performance to enforce the terms and conditions of this Declaration, (ii) injunctive relief, declaratory relief or any other remedy available at law or in equity, or (iii) cure such breach. Any and all amounts expended by the Developer or an Owner, as the case may be, shall be payable by the breaching party on demand, together with interest at the Default Interest Rate and costs of collection, including reasonable attorneys' fees. Developer shall also be entitled, in addition to any other remedy it may have hereunder or at law or in equity, to impose and foreclose a lien on the Lot in the same manner as a mechanic's lien is imposed and foreclosed under Indiana law. If a breach on the part of Developer or an Owner under this Declaration is of a type or nature that is not curable within said thirty (30) day period (or within 24 hours in the case of an emergency), then, provided that the party in breach commences the cure within the thirty (30) day period (or within 24 hours in the case of an emergency), and continues to diligently pursue said cure to completion, the party in breach shall have a reasonable time to cure such breach.

The failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address of the person who appears as Owner on the records of the Developer at the time of such mailing. Any notice required to be sent to Developer shall be deemed to have been properly sent when mailed, postage prepaid, to the Developer's address as shown in the current edition of the Development Guidelines for The Trades District.

Section 6. Severability. Invalidation of any one of the covenants and restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. Prior to the assignment of its rights and the delegation of its obligations and duties hereunder by Developer to the Association as contemplated in Section 8 of this Article VIII, this Declaration may be amended at any time and from time to time upon the execution and recordation of any instrument executed by Developer and approved by Lot Owners in accordance with the same procedures as provided for a Variance in Section VIII.1, above. After the assignment of its rights and the delegation of its obligations and duties by Developer to the Association, this Declaration may be amended by the Lot Owners in The Trades District in the manner set forth in the organizational documents establishing the Association. Notwithstanding anything contained herein to the contrary, including (without limitation) the terms and conditions set forth above in this Section 7, any proposed amendment of this Declaration that would terminate or otherwise materially and adversely affect the rights of or materially or inequitably increase the obligations of an Owner with respect to any Common Area facilities, shall require the consent and approval of such Owner(s) so affected, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any other term of this Declaration, any amendment to this Declaration which corrects an error herein, which clarifies any term or condition hereof without changing the substance thereof or which is required by, or as a result of, any applicable law, statute, ordinance, code, rule, regulation, order, decree of any applicable governmental authority or court may be executed and recorded by Developer without the execution or consent of any other party, and shall be deemed to have effectively amended this Declaration and shall be binding upon Developer, all Owners and the Lots.


Section 8. Assumption by Association. The Developer may, at its sole discretion, surrender its control to the Association at any time after the Plat for The Trades District is recorded. However, Developer must surrender such control the earlier of December 31, 2023 or the date upon which the Developer has sold ninety percent (90%) of the land area of the Lots in The Trades District as described in Exhibit A, attached hereto and by reference incorporated herein and as may be amended from time-to-time.

Section 9. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Effective Date. This Declaration shall become effective upon the recordation in the office of the Recorder of Monroe County, Indiana.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 5th day of November, 2018 .

BLOOMINGTON REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Donald Griffin, President

ATTEST:  
  
\_\_\_\_\_  
Mary Alice Rickett, Secretary

11-5-18  
\_\_\_\_\_  
Date

Prepared by:  
Bloomington Redevelopment Commission

I 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.

Larry D. Allen, Attorney for Bloomington Redevelopment Commission

**23-58**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

WHEREAS, Redevelopment Commission owns real estate located at W Fountain Drive, Bloomington, Indiana, under Parcel Number 53-05-32-307-117.000-005, and more particularly described as 013-17760-00 WATERMANS PT LOT 101 (the "Property") upon which the City of Bloomington Utilities Department wishes to place stormwater infrastructure; and

WHEREAS, CBU will be conducting a Phase I Environmental Assessment on the Property through the Indiana Finance Authority and its Brownfields Program; and

WHEREAS, the Indiana Finance Authority Brownfields Program needs permission to enter the Property in order to conduct the Phase I Environmental Assessment through a Site Access Agreement; and

WHEREAS, the Redevelopment Commission has reviewed the Site Access Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:**

1. The Redevelopment Commission hereby approves the form of the Site Access Agreement and by its terms and conditions grants permission to enter the Property.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Cindy Kinnarny, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date



# Board of Public Works/Redevelopment Commission/Utilities Service Board

## Staff Report

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**Project/Event:** Indiana Brownfields Program Phase I Site Access Agreement

**Petitioner/Representative:** Bloomington Utilities Department

**Staff Representative:** Katherine Zaiger

**Date:** 07/12/2023

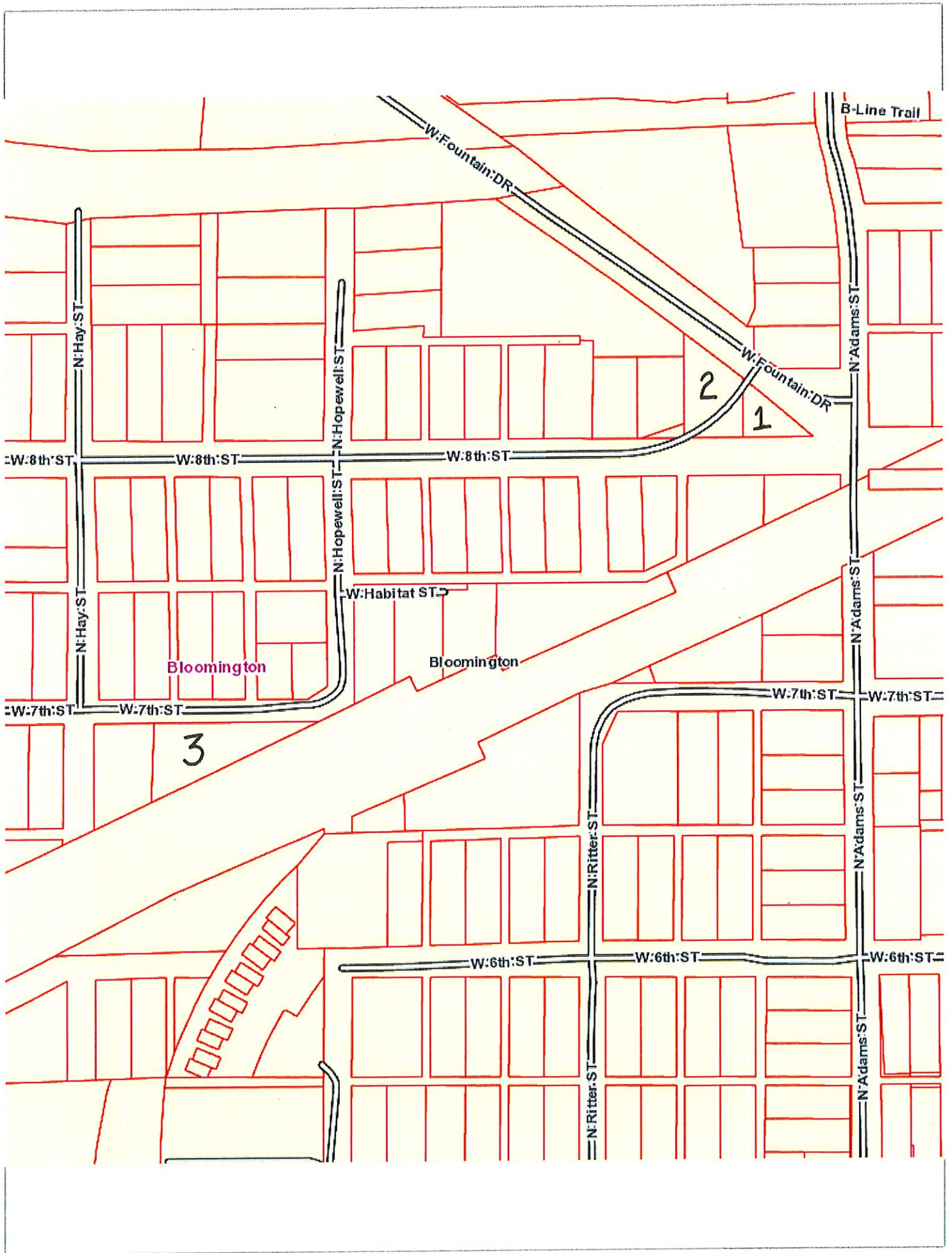
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### Report:

City of Bloomington Utilities Department ("CBU") is installing stormwater control infrastructure on three remnant parcels owned by the City of Bloomington. The three parcels are shown on the attached map and they are owned by the following three political subdivisions within the City of Bloomington:

1. City of Bloomington (Board of Public Works)
2. Redevelopment Commission
3. Utilities Service Board

Given the proximity of these three parcels of real estate to a previously remediated brownfield site in the area, CBU wishes to have a Phase I Environmental Site Assessment performed before installing these stormwater features. Financing for Phase I Environmental Site Assessments is available through the Indiana Finance Authority ("IFA") and its Indiana Brownfields Program. CBU is working with IFA to conduct the Phase I ESA. The IFA has asked that each real estate parcel owner grant access to the IFA through its Brownfields Program to have its consultant enter the real estate parcels to conduct the necessary investigatory work for the Phase I Environmental Site Assessment. CBU asks that these agreements be approved by each property owner.



**SITE ACCESS AGREEMENT  
PERMISSION TO ENTER PROPERTY  
INDIANA BROWNFIELDS PROGRAM  
PHASE I ESA INITIATIVE**

This Site Access Agreement ("Agreement") is made by and between the City of Bloomington Redevelopment Commission ("Owner"), the Indiana Brownfields Program ("Program"), and \_\_\_\_\_ ("Consultant") regarding the Owner's property located at W Fountain Drive, Bloomington, Indiana, under Parcel Number 53-05-32-307-117.000-005, and more particularly described as 013-17760-00 WATERMANS PT LOT 101, as shown in the Elevate Report Card which is attached hereto, marked as Exhibit "A" and by this reference incorporated herein (collectively the "Site"). The Program requests permission for the Consultant to enter the Site for the exclusive purposes of conducting environmental investigation activities associated with petroleum and/or hazardous substances contamination.

1. Owner hereby gives permission to the Consultant or other authorized environmental contractors, Indiana Department of Environmental Management ("IDEM") employees, Indiana Finance Authority ("IFA") employees, or other designees authorized by the Program and/or the Consultant (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Consultant and acceptance of the Agreement by the Program.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
  - a. Having access to areas where contamination may exist, including areas where underground storage tanks ("USTs"), aboveground storage tanks ("ASTs") or petroleum and/or hazardous substances releases are, or are suspected to be, located;
  - b. Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, testpits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.
  - c. Survey of asbestos-containing material and lead-based paint conditions.
  - d. On-Site observation and oversight of environmental investigation and/or remediation activities.
  - e. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities, but not including paving or concrete replacement at ground surface.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.



7. Neither the State nor the IFA is providing any indemnification, either jointly or severally, to the Owner, the Consultant or its agents, assigns or designees.

8. The Program will supply to Owner all information derived from the environmental investigation activities conducted at the Site. The Program may use such information for any purpose at the Program's sole discretion. The consultant will hold in confidence all such information except as instructed by the Program and the Owner or as required to be disclosed by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. This Agreement shall expire upon the Program's issuance of a Comment Letter or other correspondence to the Owner indicating completion of project activities under the Phase I ESA Initiative award.

14. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement, all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

City of Bloomington:

\_\_\_\_\_  
Cindy Kinnarny, President  
Bloomington Redevelopment Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Myerson, Secretary  
Bloomington Redevelopment Commission

\_\_\_\_\_  
Date

Site Owner's Telephone Number: 812-349-4320

Site Owner's Mailing Address: 401 N. Morton St., Suite 130, Bloomington, IN 47404

For the benefit of (Insert consulting firm's name): \_\_\_\_\_

\_\_\_\_\_  
Consulting firm's signature

\_\_\_\_\_  
Date

Accepted by the Indiana Brownfields Program by:

\_\_\_\_\_  
Andrea Robertson Habeck, CHMM  
Technical Staff Coordinator  
Indiana Brownfields Program

\_\_\_\_\_  
Date

**Monroe County, IN**  
 W FOUNTAIN DR  
 39 DEGREES NORTH (855) GIS-3939

**Parcel Information**

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Owner Name           City Of Bloomington Dept Of Redev  
 Owner Address       Po Box 100 Bloomington, In 47402  
 Parcel Number       53-05-32-307-117.000-005  
 Alt Parcel Number   013-17760-00  
 Property Address     W Fountain Dr, Bloomington, In 47404  
 Property Class Code   640  
 Property Class       Exempt, Municipality  
 Neighborhood       36A Bloomington City - Com/res - A, 53005074-005  
 Legal Description    013-17760-00 WATERMANS PT LOT 101

**Taxing District**

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Township             Bloomington Township  
 Corporation         Monroe County Community  
 Taxing District Name   Bloomington City-bloomington T  
 Taxing District Number   005

**Land Description**

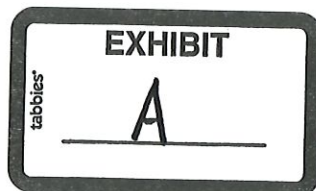
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Land Type	Acreage	Dimensions
9	0.18	

**Transfer of Ownership**

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Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
1900-01-01	Greene, Joe & Virginia		0	Mi	
1989-09-26	Greene, Ruth Ann		0	Mi	
1994-08-15	Zz City Of Bloomington Dept Of		0	Mi	



Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2023-04-06	Annual Adjustment	\$16,400.00	\$0	\$16,400.00
2022-04-08	Annual Adjustment	\$12,300.00	\$0	\$12,300.00
2021-03-19	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2020-03-20	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2019-03-12	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2018-03-21	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2017-03-30	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2016-05-02	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2015-05-27	General Revaluation	\$10,300.00	\$0	\$10,300.00
2014-05-15	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2013-06-03	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2012-06-27	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2011-06-08	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2010-03-01	Annual Adjustment	\$10,300.00	\$0	\$10,300.00
2009-03-01	Miscellaneous	\$10,300.00	\$0	\$10,300.00
2008-03-01	Miscellaneous	\$10,300.00	\$0	\$10,300.00
2007-03-01	Miscellaneous	\$10,300.00	\$0	\$10,300.00
2006-03-01	Miscellaneous	\$0	\$0	\$0
2005-03-01	Miscellaneous	\$0	\$0	\$0
2002-03-01	General Revaluation	\$13,200.00	\$0	\$13,200.00
1995-03-01	General Revaluation	\$0	\$0	\$0
1994-03-01	General Revaluation	\$0	\$0	\$0

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
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Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

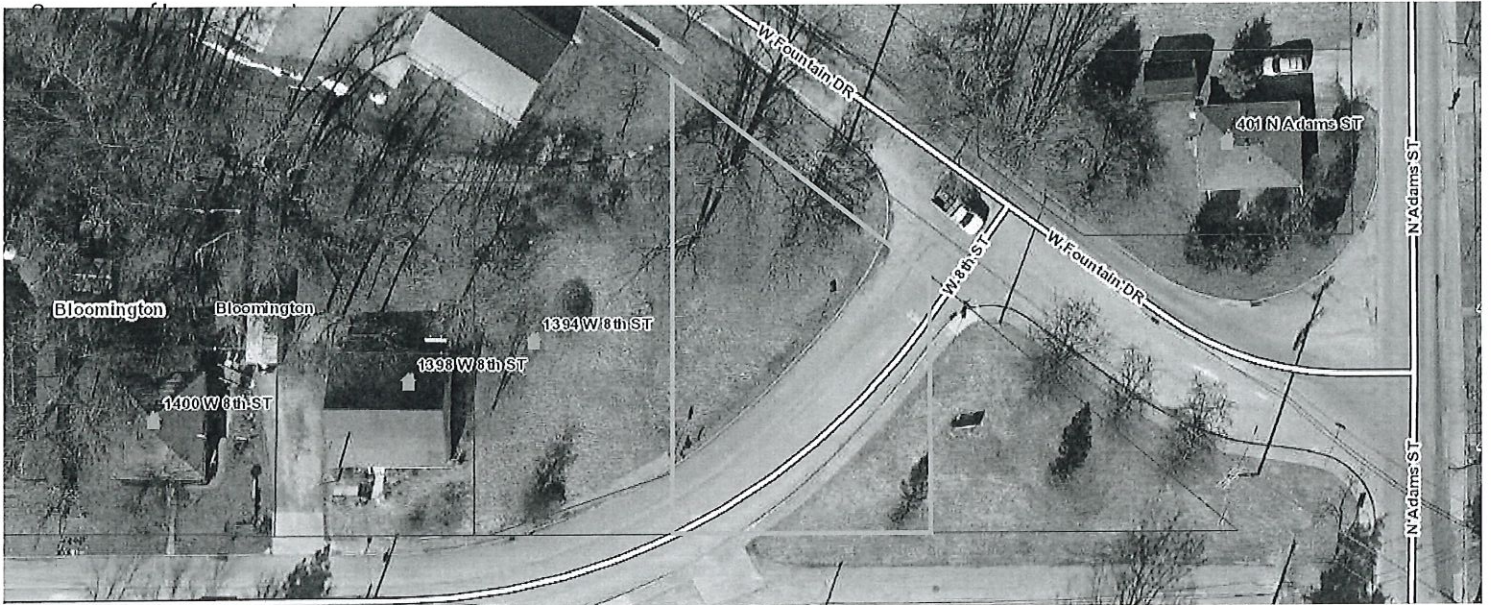
Exterior Features

Exterior Feature	Size/Area
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Special Features

Description

Size/Area



Tax Bill

Parcel Information

Parcel Number 53-05-32-307-117.000-005  
 Tax ID 013-17760-00  
 Owner Name City Of Bloomington Dept Of Redevel  
 Owner Address Po Box 100 Bloomington, In 47402  
 Legal Description 013-17760-00 WATERMANS PT LOT 101

Deductions

Type	Amount
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Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
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Overlay Report

Overlay by Landuse and Soil

PIN 18 53-05-32-307-117.000-005  
 Total Acreage 0.222  
 Total Adj. Acreage 0.180

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Ctc	5	Non-tillable Land	0.222	0.180
Ctc	82	Agric Support-public Road	0.000	0.000

Overlay by Landuse

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PIN 18 53-05-32-307-117.000-005  
Total Acreage 0.222  
Total Adj. Acreage 0.180

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
5	Non-tillable Land	0.222	0.180
82	Agric Support-public Road	0.000	0.000
Unk		0.000	0.000