AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
August 14, 2017
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES –July 10, 2017

III. EXAMINATION OF CLAIMS –July 28, 2017 for $374,432.02

IV. EXAMINATION OF PAYROLL REGISTERS–July 21, 2017 for $29,779.95

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report
B. Legal Report
C. Treasurer's Report
D. CTP Update Report

VI. NEW BUSINESS

A. Resolution 17-52: Approval of Project Review and Approval Form Regarding Street Improvements at the Intersection of 17th Street and Madison Street

B. Resolution 17-53: Approval of Project Review and Approval Form Regarding Street Improvements at the Intersection of 3rd Street and Madison Street

C. Resolution 17-54: Approval of Project Review and Approval Form Regarding Street Improvements at the Intersection of 3rd Street and College Avenue

D. Resolution 17-55: To Approve Offer to Purchase 627 North Morton

E. Resolution 17-56: Approval of the Second Addendum to Agreement for Consulting Services with Anderson + Bohlander, LLC

F. Resolution 17-57: To Approve Offer to Purchase Johnson's Creamery

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on* Monday, July 24, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding**

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Sue Sgambelluri, Mary Alice Rickert, and Jennie Vaughan

Commissioners Absent: Kelly Smith

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Christina Finley, Housing Specialist, HAND

Other(s) Present: Thomas Cameron, Assistant City Attorney; Jeff Underwood, City Controller

II. READING OF THE MINUTES – David Walter made a motion to approve the July 10, 2017 minutes. Jennie Vaughan seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Jennie Vaughan made a motion to approve the claims register for July 14, 2017 for $2,092,831.54. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Sue Sgambelluri made a motion to approve the July 7, 2017 for $29,699.96. David Walter seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported that HAND partnered with Downtown Bloomington and the Cornelius O'Brien Lecture Series Concerning Historic Preservation with Indiana University. They are sponsoring a community talk by Charles Marohn on August 3, 2017, at the Buskirk Chumley. Mr. Marohn has written a book called "Thoughts on Building Strong Towns" and will have a book signing on August 3, 2017 at 6:00 p.m., the lecture will follow at 7:00 p.m.

B. Legal Report. Thomas Cameron was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update Report. Thomas Cameron reported continued work on the plat for the Middle Parcels to create the parcel for Tasus. He expects the preliminary plat to go to the August Plan Commission meeting.

Jeff Underwood reported continued work with Anderson + Bohlander on infrastructure improvement. He also reported continued work on the Dimension Mill with Black Line on final design and preliminary costs and the Solution Tree – parking lot land swap.

VI. NEW BUSINESS

A. Resolution 17-51: Approval of Funding for Appraisals of Property within The Trades District. Thomas Cameron stated this is a resolution that will fund two appraisals for the red lot, which is the lot outside the county's portion (northeast corner) of the Showers

Building that is owned by the Redevelopment Commission. There has been some interest in the property so now would be an appropriate time to acquire an appraisal and see if it makes since to move forward.

Don Griffin asked for public comment. There was no public comment.

Jennie Vaughan made a motion to approve Resolution 17-51. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

_____ _____

Donand Griffin, President Sue Sgambelluri, Secretary

_____

Date

17-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING STREET IMPROVEMENTS AT THE INTERSECTION OF 17TH STREET AND MADISON STREET

WHEREAS, the City of Bloomington ("City") has brought the Redevelopment Commission a Project Review & Approval Form ("Form") which seeks the support of the RDC to improve the intersection of 17th Street and Madison Street/Kinser Pike ("Project"); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.

2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: 17th Street and Madison Street Signal Improvements

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike. It will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons). It will also include new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications.

The design phase of the project will also consider other small geometric improvements at this intersection as feasible.

Project Timeline:

Start Date: August 21, 2017
End Date: December 31, 2019

Financial Information:

Estimated full cost of project:	$350,000
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	$350,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Design Contract	$50,000	August 2017 – December 2019[1]
2	Right-of-Way Acquisition	$50,000	March 2018 – March 2019
3	Construction	$250,000	April 2019 – December 31, 2019

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 17-52 Approval of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

[1] This will extend through the construction phase to ensure engineering services are available throughout the construction process.

17-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING STREET IMPROVEMENTS AT THE INTERSECTION OF 3rd STREET AND MADISON STREET

WHEREAS, the City of Bloomington ("City") has brought the Redevelopment Commission a Project Review & Approval Form ("Form") which seeks the support of the RDC to improve the intersection of 3rd Street and Madison Street ("Project"); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.

2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: 3rd Street and Madison Street Signal Improvements

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 3rd Street and Madison Street. It will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons). It will also install motor vehicle detection and new signal indications that will incorporate backplates.

The design phase of the project will also consider other small geometric improvements at this intersection as feasible.

Project Timeline:

Start Date: September 1, 2017
End Date: December 31, 2018

Financial Information:

Estimated full cost of project:	$210,000
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	$210,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Design Contract	$35,000	September 2017 – December 2018[1]
2	Construction	$175,000	July 2018 – December 31, 2018

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-53 Approval of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

[1] This will extend through the construction phase to ensure engineering services are available throughout the construction process.

17-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING STREET IMPROVEMENTS AT THE INTERSECTION OF 3rd STREET AND COLLEGE AVENUE

WHEREAS, the City of Bloomington ("City") has brought the Redevelopment Commission a Project Review & Approval Form ("Form") which seeks the support of the RDC to improve the intersection of 3rd Street and College Avenue ("Project"); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.

2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract that has been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: 3rd Street and College Avenue Signal Improvements

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 3rd Street and College Avenue. It will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons). It will also include geometric improvements to the alignment of the southbound motor vehicle lanes and new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications.

The design phase of the project will also consider other small geometric improvements at this intersection as feasible.

Project Timeline:

Start Date: September 1, 2017
End Date: December 31, 2018

Financial Information:

Estimated full cost of project:	$235,000
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	$235,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Design Contract	$35,000	September 2017 – December 2018[1]
2	Construction	$200,000	July 2018 – December 31, 2018

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-54 Approval of Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

[1] This will extend through the construction phase to ensure engineering services are available throughout the construction process.

17-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE OFFER TO PURCHASE 627 NORTH MORTON STREET

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area ("Consolidated TIF"), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, Indiana Code § 36-7-14-19 outlines the statutory process that the RDC must follow in order to acquire real property, which includes the requirement that two independent appraisals be obtained and that the price paid for the property only exceed the average of the two appraisals if specifically authorized by the RDC; and

WHEREAS, Indiana Code § 36-7-14-19(e) permits the RDC to contract for the acquisition of property needed for redevelopment if the contract is not binding until the statutory process has been completed; and

WHEREAS, City Staff has negotiated a contract to purchase 627 N. Morton Street for Eight Hundred Fifty Thousand Dollars ($850,000), which is contingent upon, among other things, the RDC completing the required statutory process; and

WHEREAS, a copy of the contract to purchase 627 N. Morton Street that Staff has negotiated is attached to this Resolution as Exhibit A; and

WHEREAS, 627 N. Morton Street is needed for redevelopment of The Trades District;

WHEREAS, Staff has brought the RDC a Project Review and Approval Form ("Form") regarding this project, which is attached to this Resolution as Exhibit B.

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

1. The RDC finds that the acquisition of 627 N. Morton Street has a valid public purpose, and approves the Project as set forth in the Form.

2. The RDC explicitly approves the Offer to Purchase as required by Section 2.9 of the Offer to Purchase. This approval shall not be interpreted as satisfaction of any of the other required contingencies, including the contingencies in Section 2.3, 2.8, and 2.10.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Jennie Vaughan, Vice President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation ("Buyer"), offers to purchase from KNR Investments LLC (the "Sellers"), the following real estate commonly known as 627 N. Morton Street, Bloomington in Monroe County, Indiana:

Parcel No.	Legal Description
53-05-33-206-009.000-005	013-14830-00 Hunters Lot 4

(hereinafter referred to as the "Real Estate") for **Six Hundred Fifty Thousand Dollars ($650,000)** (the "Purchase Price"), subject to the following written terms and conditions:

1. **Payment.** The entire Purchase Price shall be payable at closing.

2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:

2.1 **No Encroachment.** All improvements on the Real Estate, including the building and all parking associated with the building, shall be located entirely within the bounds of the Real Estate and there will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

2.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Sellers. Buyer shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:

a. Taxes which Buyer has agreed to pay pursuant to Section 2.6 herein, and any other assessments which Buyer has agreed in writing to pay;

b. Liens which Buyer has agreed in writing to pay;

c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and

d. Recorded easements which Buyer has agreed in writing to pay.

2.3 **Due Diligence.** Buyer shall—at its expense—have ninety (90) days (the "Due Diligence Period") following acceptance of the offer to complete all due diligence work it deems necessary or advisable on the Real Estate including, without limitation, survey, soils, environmental, other inspections, and all feasibility studies and tests (collectively "Due Diligence"). Buyer shall have the right to enter upon the Real Estate and conduct its Due Diligence. Buyer shall provide Seller or Seller's designated representative, reasonable

notice of its intent to enter upon the Real Estate. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's Due Diligence no later than seven (7) days prior to closing or fourteen (14) days following termination of this Offer to Purchase. During the Due Diligence Period, Seller shall provide all documentation reasonably requested by the Buyer to evaluate the purchase. Buyer and Seller recognize that Buyer, as a public entity, is limited in its ability to keep documents confidential by state law. Nevertheless, Buyer shall keep all information provided by Seller confidential to the extent permitted by law. At any time prior to the end of the Due Diligence Period, Buyer may, at its sole discretion, terminate the Offer to Purchase, in which case Buyer shall have no liability or obligation to Seller. If Buyer does not affirmatively terminate the Offer to Purchase during the Due Diligence Period, Buyer shall be deemed to have accepted the conditions of the Real Estate under Section 2.3 of the Offer to Purchase. Failure to affirmatively terminate the Offer to Purchase during the Due Diligence Period shall not prevent the Buyer from exercising any other condition in the Offer to Purchase, including the financing contingency in Section 2.8.

2.4 **Representations and Warranties.** Sellers represent and warrant to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Sellers' knowledge and belief:

2.4.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;

2.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers' ownership thereof;

2.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Real Estate or any portion thereof;

2.4.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease, sublease, encumber, or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer's prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer's prior written consent;

2.4.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any fact which would materially adversely affect the value of the Real Estate; and

2.4.6 Sellers shall deliver possession of the Real Estate to the Buyer on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Buyer in writing.

2.5 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.

2.6 **Real Estate Taxes.** Sellers shall pay all real estate taxes assessed prior to or in 2017 payable before or in 2018. This payment can be done either by Sellers making a direct payment of the real estate taxes or by Buyers receiving a credit at Closing. The taxes assessed in 2018 payable in 2019 shall be pro-rated to the date of Closing.

2.7 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.

2.8 **Financing.** Buyer's obligation to purchase the property is contingent on Buyer obtaining financing to purchase the Real Estate on terms acceptable to Buyer in Buyer's sole opinion within one hundred eighty (180) days of acceptance of this Offer to Purchase.

2.9 **Redevelopment Commission Approval.** This offer is contingent upon approval of the Offer to Purchase by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve this offer within thirty (30) days following acceptance of the Offer to Purchase by Sellers, the Offer to Purchase is rescinded and the sale is terminated. This approval is separate and distinct from the other Conditions in the Offer to Purchase, including in Section 2.3 (regarding Due Diligence), Section 2.8 (regarding Financing), and Section 2.10 (regarding the Statutorily Required Process).

2.10 **Completion of Statutorily Required Process.** As a Redevelopment Commission, there are certain statutory requirements imposed on Buyer regarding the acquisition of property. If the Buyer does not complete all statutory requirements imposed on a Redevelopment Commission regarding the acquisition of property within one hundred eighty (180) days of acceptance of this Offer to Purchase, either the Buyer or the Seller may terminate this Offer to Purchase. In the event of a termination under this Section, neither the Buyer nor the Seller shall have any other liability or obligation to the other party.

2.11 **Broker's Fees.** Buyer and Seller shall each be responsible for the payment of their own advisors and professionals they have used relating to the execution of this transaction. All fees calculated based on a percentage of the sale price shall be based upon a percentage of the average of the two appraisals the Buyer is required to obtain to comply with Section 2.10.

3. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Sellers' sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the

right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Sellers may elect either to pursue all available legal or equitable remedies.

4. **Closing and Possession.** Closing shall take place at time, date and location agreed upon by the Parties within fifteen (15) days of the all other prerequisites to closing being met. Costs of closing, except those specified elsewhere in this Offer, shall be shared between Buyer and Seller. At Closing, Sellers shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer to Purchase, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Possession of the Real Estate shall be delivered to the Buyer on the date of Closing.

5. **Charitable Donation.** Buyer will work with Seller to execute any documentation required by the United States Internal Revenue Service (IRS) or any other taxing entity to substantiate the donation to Buyer and the tax exempt status of Buyer, including IRS Form 8283.

6. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

7. **Duration of Offer.** This Offer shall expire if written acceptance endorsed hereon is not delivered by Sellers on or before 5:00 p.m., on Wednesday, July 19, 2017.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

BUYER:
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

By: Philippa M. Guthrie
Philippa Guthrie, Corporation Counsel, City of Bloomington

Date: July 12, 2017

ACCEPTANCE OF OFFER

The above Offer is accepted at _____ a.m./p.m. _____ _____, 2017. Receipt of a signed copy of this Offer is acknowledged.

SELLERS:

_____
KNR Investments LLC

Date:_____, 2017

Provided as a member service by the INDIANA ASSOCIATION OF REALTORS®, INC.

COUNTER OFFER # 1

COMMERCIAL-INDUSTRIAL REAL ESTATE

Date: July 16, 2017

The undersigned makes the following Counter Offer to the Purchase Agreement dated July 12, 2017, concerning property commonly known as 627 N. Morton Street in Bloomington Township, Monroe County, Bloomington, Indiana between KNR Investments, LLC as Seller and Redevelopment Commission, of the City of Bloomington, IN as Buyer:

1.) Purchase Price shall be Eight Hundred Fifty Thousand Dollars ($850,000)
2.) Section 2.3 Due Diligence. The Due Diligence Period shall be sixty (60) Days.
3.) Section 2.7 Financing. Buyer shall have ninety days to obtain acceptable financing.
4.) Section 2.10 Completion of Statutorily Process. Buyer shall complete all statutory requirements imposed on a Redevelopment Commission within one hundred twenty (120) days.

Except as modified by this Counter Offer, all other terms and conditions of the Purchase Agreement and all previous Counter Offers remain the same.

This Counter Offer is void if not accepted in writing and delivered to Chris Cockerham/F.C. Tucker on or before 5:00 ☐ (A.M.) ☒ (P.M.) ☐ (Noon) on July 19 2017.

KNR Investments, LLC — DOCUSIGN SIGNED 07/17/2017 01:10 AM GMT

☒ (SELLER) ☐ (BUYER) SIGNATURE DATE — ☐ (SELLER) ☐ (BUYER) SIGNATURE DATE

KNR Investments, LLC — PRINTED — PRINTED

ADDRESS FOR NOTICE PURPOSES

ACCEPTANCE OF COUNTER OFFER

This Counter Offer is accepted at 3:00 ☐ (A.M.) ☒ (P.M.) ☐ (Noon) on July 18, 2017. Receipt of a signed copy of this Counter Offer is acknowledged.

Philippa M. Guthrie — July 18, 2017

☐ (SELLER) ☒ (BUYER) SIGNATURE DATE — ☐ (SELLER) ☐ (BUYER) SIGNATURE DATE

Philippa M. Guthrie, Corporation Counsel — PRINTED — PRINTED

ADDRESS FOR NOTICE PURPOSES

Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice. **Form #F38A.** Copyright IAR 2017

REALTOR® EQUAL HOUSING OPPORTUNITY

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Property Acquisition in The Trades District

Project Manager: Alex Crowley

Project Description:

This project proposes to acquire 627 N. Morton Street (a property within The Trades District) to be redeveloped in a manner consistent with the other property owned by the Redevelopment Commission within The Trades District and the CTP Master Plan.

The acquisition of property is an appropriate use of Tax Increment.

Project Timeline:

Start Date: August 2017
End Date: December 2017

Financial Information:

Estimated full cost of project:	$855,000
Sources of funds:	
Consolidated TIF	$855,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Appraisals	$5,000	August 2017 – September 2017
2	Property Acquisition	$850,000	December 2017

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-55 Approval of Project Review and Approval Form and Offer to Purchase

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

17-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF THE SECOND ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES WITH ANDERSON + BOHLANDER, LLC

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2011" (the "Bond") to pay for the acquisition and redevelopment of 12 acres of land included within the City's Certified Technology Park ("CTP"); and

WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form ("Form") to improve the infrastructure in The Trades District "based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans" ("Project"); and

WHEREAS, in Resolution 16-34, the RDC approved a contract with Anderson + Bohlander, LLC ("Anderson + Bohlander") to design the Project ("2016 Agreement"); and

WHEREAS, the 2016 Agreement provided that additional services not specified in the 2016 Agreement must be authorized in writing by the City; and

WHEREAS, in Resolution 17-22, the RDC approved an Addendum to the 2016 Agreement ("First Addendum"); and

WHEREAS, the City and Anderson + Bohlander believe it is in the best interest of the Project to add certain additional services to the 2016 Agreement; and

WHEREAS, Staff has negotiated a Second Addendum to the 2016 Agreement ("Second Addendum"), which is attached to this Resolution as Exhibit A; and

WHEREAS, pursuant to the terms of the Second Addendum, Anderson + Bohlander will provide the City with the services set forth in Exhibit H to the Addendum for an amount not to exceed $54,335 ("Additional Services"); and

WHEREAS, there are sufficient Bond funds to pay for the Additional Services; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form ("Amended Form"), which updates the cost and timeframe of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC finds the Additional Services are an appropriate use of the Bond, and finds that the Additional Services serves the public's best interests.

2. The RDC notes that in Resolution 16-34 it approved a payment not to exceed $445,234.00 from the Bond funds (Fund 975-15-150000-53990) to pay for the 2016 Agreement, which it extended in Resolution 17-22 until June 30, 2017. The RDC hereby extends the funding approval in Resolution 16-34 to December 31, 2017, unless further extended by the RDC.

3. The RDC also notes that in Resolution 17-22 it approved a payment not to exceed $40,127.00 from the Bond funds for certain additional services set forth in the First Addendum. Pursuant to Resolution 17-22, that funding authorization was to conclude June 30, 2017, unless extended by the RDC. The RDC hereby extends the funding approval in Resolution 17-22 to December 31, 2017, unless further extended by the RDC.

4. In addition to the funding authorizations in Resolution 16-34 and 17-22, the RDC approves the payment of an amount not to exceed $54,335 from the Bond funds for the Additional Services pursuant to the terms of the Second Addendum. This funding authorization shall begin the date of execution of the Second Addendum and conclude December 31, 2017, unless extended by the RDC.

5. The RDC hereby authorizes Donald Griffin to sign the Second Addendum with Anderson + Bohlander on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

SECOND ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES WITH ANDERSON + BOHLANDER, LLC

This Addendum supplements the Agreement for Consulting Services with Anderson + Bohlander, LLC ("Agreement") for the Trades District Site and Infrastructure Improvements Project in the Certified Technology Park as follows:

1. Scope of Services: Article 5 of the Agreement between the City of Bloomington ("City") and Anderson + Bohlander, LLC ("Anderson + Bohlander") states: "Additional services not set forth in Exhibit A . . . must be authorized in writing by the City . . . ." The City and Anderson + Bohlander believe it is in the best interest of the project to to add certain services to the Scope of Services specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit H, which is attached to this Addendum and incorporated herein.

2. Compensation: The City shall pay Anderson + Bohlander an amount not to exceed $54,335 for the Additional Services.

3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

CITY OF BLOOMINGTON

_____
John Hamiton, Mayor

_____
Date

ANDERSON + BOHLANDER, LLC

_____
Joshua D. Anderson, Managing Principal

_____
Jon Bohlander, Manager

_____
Date

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

Exhibit H

ANDERSON + BOHLANDER, LLC

TO: Andrew Cibor
City of Bloomington - Dept. of Transportation & Planning
401 N Morton St, Suite 130
Bloomington, IN 47404

FROM: Jon Bohlander
Anderson + Bohlander, LLC

DATE: August 03, 2017

RE: TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS PROJECT
SUMMARY OF REQUEST FOR ADDITIONAL SERVICES #2

TASK A: RED PARKING LOT ADJUSTMENTS – DESIGN & CONSTRUCTION DOCUMENTS

1. At the request of the City, Anderson + Bohlander has included a scope and fee for additional services to complete surveying, design development, approvals, and construction documentation for the competitive bidding of the proposed parking lot improvements for the Solution Tree and City owned Red parking lot.
    a. Appendix A1: Scope of Services and Fee Estimate for additional services to be provided by Anderson + Bohlander for Lead Consultant/Landscape Architecture.
    b. Appendix A2: Sub-consultant Scope of Services and Fee Estimate for additional services to be provided by Bledsoe Riggert Cooper James for Surveyor
    c. Appendix A3: Sub-consultant Scope of Services and Fee Estimate for additional services to be provided by Crawford Murphy Tilley for Civil Engineering/Electrical Engineering
2. **TASK A: TOTAL FEE REQUEST: $50,735.00**

TASK B: PLATTING SERVICES

1. At the request of the City, Anderson + Bohlander has included a scope and fee for additional platting and recording services necessary to finalize the Trades District Site and Infrastructure project and the proposed Solution Tree and City owned Red parking lot improvements.
    a. Appendix B1: Sub-consultant Scope of Services and Fee Estimate for additional services to be provided by Bledsoe Riggert Cooper James.
2. **TASK C: TOTAL FEE REQUEST: $3,600.00**

REQUEST FOR ADDITIONAL SERVICES #2 - TOTAL FEE REQUEST: $54,335.00

1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204
www.andersonbohlander.com

Exhibit H

Appendix - A1

ANDERSON + BOHLANDER, LLC

1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204

www.andersonbohlander.com
(317) 775.4374

August 03, 2017

Andrew Cibor
City of Bloomington - Dept. of Transportation & Planning
401 N Morton St, Suite 130
Bloomington, IN 47404

Proposal for Additional Landscape Architecture services for the
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENT PROJECT

REQUEST FOR ADDITIONAL SERVICES #2
TASK 1: RED PARKING LOT ADJUSTMENT – DESIGN & CONSTRUCTION DOCUMENTS

Dear Andrew,

Thank you again for the opportunity to submit this proposal for additional professional landscape architectural services associated with the Trades District Site and Infrastructure project. Your continued interest in allowing our team to assist with these efforts is much appreciated.

At the request of the City, Anderson+Bohlander, LLC has been asked to provide additional design development and construction documents for site and landscape improvements related to the existing Solution Tree and City owned parking lots. It is our understanding that these plans will require separate review and approval by Plan Commission, but will be bid and constructed as part of the overall Trades District Site and Infrastructure project.

The following is a summary of the additional services that will be performed by Anderson + Bohlander as a lump-sum fee adjustment to the existing contract. Refer to Appendix A2 and A3 for additional clarification of the Civil/Electrical Engineer and Surveyor services)

ANDERSON + BOHLANDER	
(Lead/Landscape Architect – Appendix A1)	**$8,850.00**
BLEDSOE RIGGERT COOPER JAMES	
(Surveyor – Refer to Appendix A2)	**$7,700.00**
CRAWFORD MURPHY TILLY	
(Civil/Electrical Engineer – Refer to Appendix A3)	**$34,185.00**
	TOTAL: $50,735.00

Thank you again for your consideration on this issue, we are excited to complete these additional services.

Sincerely,

Jon B. Bohlander, RLA
Principal

SCOPE OF SERVICES

The following represents a specific scope of services to be performed by Anderson + Bohlander as part of this request for Additional Services #2. The items and tasks identified are to be completed in conjunction with additional Civil/Electrical Engineering and Surveying services to be completed as part of sub-consultant agreement with Anderson + Bohlander. Plans and documents for competitive bidding of the proposed improvements will be incorporated into the bid documents to be completed for the Trades District – Site & Infrastructure project.

- *Refer to Appendix A2 for further clarification of Surveyor scope items to be provided in conjunction with these services by Bledsoe Riggert Cooper James*

- *Refer to Appendix A3 for further clarification of Civil Engineering/Electrical Engineering scope items to be provided in conjunction with these services by Crawford Murphy Tilly*

A. PROJECT ADMINISTRATION

I. PROJECT COORDINATION

1. Conduct an administrative kickoff meeting with the Client and Design Team to confirm;
    a. Desired goals and objectives as it relates to the project design intent
    b. Project area, ownership and access
    c. Jurisdictional and review agency requirements
    d. Preliminary schedule and deliverables
    e. Design team roles, responsibilities, and deliverables
    f. Budgeted costs and potential revenue sources
    g. Fee structure, invoicing, expenses and payment processes
2. Communications
    a. Schedule project related meetings, prepare meeting agendas and meeting summary reports for owner and consultant team reference
    b. Collect and disseminate project related correspondence between owner, consultant team, review agencies, and other parties
    c. Regularly inform owner's representative of project status
    d. Provide monthly invoice with progress report
3. Schedules
    a. Create, update, and distribute project schedule
    b. Coordinate project activities for internal staff and consultant team
4. File Maintenance
    a. Establish and maintain appropriate project correspondence, invoicing, documentation and data files
5. Attend up to two (2) project coordination meetings with the CLIENT, their representatives and the Design Team to ensure team communication and design coordination
6. Conduct a site visit to review and document the site inventory and existing conditions
7. Using information obtained as part of the Site and Infrastructure Improvements project, review the project information as it relates to the revised project limits as follows;
    a. Review available plans, studies, data, drawings, and reports; traffic data; right-of-way data; survey data, geotechnical recommendations, environmental documents and mitigation plans, utility and drainage master plans, aerial, GIS, and base mapping

III. SUB-CONSULTANT COORDINATION

1. Coordinate the sub-consultant agreement, project correspondence, schedule, and delivery of electronic and print documents for the completion of additional topographic survey information
    a. **(Refer Appendix A2 for additional scope of services to be provided by Bledsoe Riggert Cooper James)**

2. Coordinate the sub-consultant agreement, project correspondence, schedule, and delivery of electronic and print documents for the completion of additional civil and electrical engineering contract documents
    a. **(Refer Appendix A3 for additional scope of services to be provided by Crawford Murphy Tilly)**

B. DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Objective: Building off of work already completed as part of the preliminary site concepts reviewed with the Solution Tree Ownership Team, reach consensus on the type, location, organization, scale, character and potential costs in order to prepare final construction documents, specifications, quantity schedules and other bidding documents for the competitive bid and construction of the proposed improvements.

I. DESIGN DEVELOPMENT

1. Attend one (1) project coordination meetings with the CLIENT, their representatives and the Design Team to ensure team communication and design coordination
2. In conjunction with the Civil Engineer, finalize the size, horizontal and vertical geometry, structure, material and finish, as appropriate, for the proposed improvements, including:
    a. Roadways, parking, and service areas
    b. Utility design and modifications
    c. Walks and other pedestrian surfaces
    d. Landscape beds, and turf areas
    e. Lighting relocations
    f. Grading and drainage strategies
    g. Sign relocations
3. Refine the preliminary summary of quantities and estimate of probable construction costs

II. CONSTRUCTION DOCUMENTATION

1. Attend two (2) project coordination meetings with the CLIENT, their representatives and the Design Team to ensure team communication and design coordination
2. Finalize the graphic documentation and specifications needed to bid and construct the proposed improvements, to include;
    a. Project identification and general information
    b. Notes, indexes and standards
    c. Turf and landscape areas
    d. Site furnishings
    e. Other details as necessary
3. Review and assist the Civil Engineer with review and design coordination related to final written and graphic documentation as it relates to
    a. Construction Details
    b. Site Plans
    c. Erosion and sedimentation control plans
    d. Utility plans
    e. Utility details
    f. Electrical Engineering
    g. Stormwater management plans and details
    h. Signing and Pavement Markings
    i. ***(Refer to Appendix A3 for additional civil and electrical engineering scope items to be provided by Crawford Murphy Tilly)***

4. Finalize the written documentation that will be used to bid and construct the proposed improvements including.
    a. Review and provide the necessary edits to front-end documents to be provided by CLIENT
    b. Specifications and project manual
    c. Other required bid documents
5. Finalize the schedule of quantities and estimate of probable construction costs
6. Review the graphic and written documents with client and owner representatives and other team members and make minor necessary edits and revisions as required
7. Prepare and deliver a 100% Construction Documents for competitive bidding

III. REVIEW & APPROVALS

1. Assist the CLIENT with the preparation and submission of required plans and support documents for jurisdictional review agencies and appropriate approvals
    a. Attend up to two (2) jurisdictional review and approval meetings to assist the CLIENT
    b. Make the necessary edits and revisions as required to facilitate final jurisdictional agency approvals

ANTICIPATED PROJECT SCHEDULE

1. 06.27.17: Verbal Notice to Proceed from City on additional Topographic Survey services
2. 07.10.17: Notice to Proceed with Additional Services (Pending RDC Approval)
3. 07.14.17: Receive preliminary survey information (3 Weeks from Notice to Proceed)
4. 08.29.17: Finalize Design Development and Construction Documentation (8 Weeks)
5. 08.29.17: Filing date for 10.02.17 Plan Commission Hearing
6. 10.02.17: Plan Commission Hearing and Approval
7. 10.10.17: Bid Let for overall Trades District Site & Infrastructure project (1 Week)
8. 10.31.17: Bid Opening (3 Weeks)
9. 11.14.17: Award of Contract (2 Weeks)
10. 11.28.17: Contractor Mobilization On-Site (2 Weeks)

***** Anticipated Project Schedule has been developed with the expectation of project approval as part of the 10.02.17 Plan Commission Hearing. Delays to that submission or subsequent approvals will likely impact contractor mobilization prior to the end of the 2017 calendar year***

ANTICIPATED FEE SCHEDULE

The Anderson + Bohlander team will complete the professional services outlined above in the scope of services for a **Lump-sum fee** allocated as follows:

LEAD CONSULTANT		
ANDERSON + BOHLANDER		**$8,850**
(Landscape Architecture)		
SUB-CONSULTANTS		
BLEDSOE RIGGERT COOPER JAMES		**$7,700**
(Surveyor – Refer to Appendix A3)		
CRAWFORD, MURPHY & TILLY		**$34,185**
(Civil/Electrical Engineering – Refer to Appendix A4)		
	TOTAL:	**$50,735.00**

Optional Additional Services: The Consultant will provide additional services that serve to advance the design and construction initiatives that may include, but are not limited to, supplementary graphics, presentations, and project advocacy with local community and jurisdictional agencies. These services are usually provided in addition to the basic services at the standard hourly billing rates, plus customary expenses. If circumstances arise during performance of the services outlined which require additional services, the Consultant will promptly notify the Client about the nature, extent, and anticipated additional fee for the additional services. The Consultant will not proceed with such additional services without written authorization.

ANDERSON + BOHLANDER, LLC

TRADES DISTRICT
SITE & INFRASTRUCTURE IMPROVEMENTS PROJECT

REQUEST FOR ADDITONAL SERVICES #2
TASK 1: RED PARKING LOT ADJUSTMENTS - DESIGN & CONSTRUCTION

DATE: JULY 10, 2017

	PROJECT MANAGER	PROJECT DESIGN	PROJECT PRODUCTION/SUPPORT
	$150/hr	$125/hr	$115/hr
PROJECT ADMINISTRATION			
Project Coordination	8		
Sub-consultant Coordination	6		
DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTATION			
I. DESIGN DEVELOPMENT			
Design Coordination Meetings	2		2
Finalize Plan Geometry		4	8
Refine Preliminary Cost Estimate	2		
II. CONSTRUCTION DOCUMENTATION			
Design Coordination Meetings	2		2
Finalize Graphic Documentation		4	8
Review and Assist with Civil Engineering Documentation		2	
Finalize Written Documentation	2		
Finalize Cost Estimate	1		
REVIEW & APPROVALS			
Jurisdictional review meetings	2		
Prepare submission materisl			4
HOURS SUBTOTAL:	25	10	24
FEE SUBTOTAL:	$3,750	$1,500	$3,600
TOTAL:			**$8,850**

Exhibit H

Appendix - A2

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

June 30, 2017

Jon B. Bohlander
Anderson + Bohlander
1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204
317.775.4374
jon@andersonbohlander.com

Re: Trades District Site & Infrastructure Improvements Additional Services No. 2 - Bloomington, Indiana

Mr. Bohlander,
Bledosoe Riggert Cooper James, Inc. (*BRCJ*) is pleased to present this professional surveying services proposal for the Trades District project. We propose to perform the following scope of services.

TASK 1 - Red Parking Lot Survey - **SCOPE OF SERVICES - $5,500.00 LSUM**

1) Prepare a topographic survey based on the Proposed Survey Limits on a 10' grid.
2) Locate visible (risers, meters, valves, ect...) utilities and utilities marked by Indiana811. This proposal does not include private locate services. Overhead utilities will be indentified as overhead without special investigation to the type or nature.
3) Locate visible storm and sanitary structures and 2 structures downstream the Proposed Survey Limits. Provide rim, inverts, and pipe sizes.
4) Horizontal and vertical control will be established from the prior Trades District survey work.
5) Distances will be provided as grid distances, U.S Survey Feet.
6) Locate site features, breaks, curb, walk, finish floors, etc...
7) Provide a final AutoCAD drawing (.dwg) and PDF (.pdf) separate from prior Trades District survey work.

TASK 2 Red Parking Lot Adjustment **SCOPE OF SERVICES - $2,200.00 LSUM**

1) Prepare and file 1 preliminary plat to adjust lot lines.
2) Prepare and file 1 final plat to adjust lot lines.
3) Platting and recording fees are not included in this proposal. Fees will be invoiced as reimbursable.

Work not included in the scope of services will be provided as "on-call" services at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

Term & Conditions of payment:

- *Invoices will be rendered monthly based on the approximate percentage of services complete.*
- *The client is responsible for full payment within Thirty (30) days after an invoice is rendered.*
- *BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.*
- *The above fees will be accepted for 30 days from the proposal date.*

Please sign and return a copy of this proposal for notice to proceed.

Exhibit H

APPENDIX - A3

CMT
Crawford, Murphy & Tilly

PROJECT SCOPE & FEE DATA - AMENDMENT
TRADES DISTRICT – SITE & INFRASTRUCTURE IMPROVEMENTS
CITY OF BLOOMINGTON, INDIANA

AMENDMENT OF DESIGN SERVICES

A. Solution Tree Parking Lot / County Red Lot Infrastructure Improvements:

The City of Bloomington and the Solution Tree Building owners are requiring changes to be made to the County "Red Lot", which is just south of the Solution Tree Building Parking Lot. These changes will accommodate Parking spaces for the Solution Tree Building.

Refer to the attachment "Solution Tree Parking Proposed Layout", Exhibit B, by Anderson Bohlander (A+B, Client).

B. CMT's Original Scope of Services:

CMT's original scope of services did not include site design services for a parking lot. CMT's scope of services assumed that no improvements would be made to this lot.

C. CMT's Amended Services

CMT's scope of services will now include the following items for the Solution Tree South Parking Lot:

1.0 Inventory Analysis
- 1.1 Process new topographic survey (provided by others)
- 1.2 Site visit at parking lot
- 1.3 Determine parking lot design requirements for the City of Bloomington

2.0 Parking Lot Design
- 2.1 Coordinate with Client regarding site grading plan
- 2.2 Parking lot details
- 2.3 Pavement marking design/details
- 2.4 Drive approach layout points and parking lot layout points

3.0 Utility Coordination
- 3.1 Update Trades District layout with existing utility information
- 3.2 Identify potential utility conflicts and discussion regarding potential solutions
  - 3.2.1 Sanitary Sewer
  - 3.2.2 Storm sewer facilities
- 3.3 Determine need for subsurface utility engineering for conflicts
- 3.4 Coordinate existing utility infrastructure with proposed improvements

4.0 Site Lighting
- 4.1 Provide schematic lighting re-wiring plan, based on 3 relocated site lights

5.0 Stormwater Management Services
- 5.1 Perform delineation of drainage area
- 5.2 Determine peak runoff volume for the design storm events
- 5.3 Prepare storm sewer layout
- 5.4 Identify & investigate stormwater outlet location
- 5.5 Investigate stormwater quality feature and location (assumes on-site manufactured BMP)
- 5.6 Prepare stormwater quality and quantity calculations (iterative)
- 5.7 Prepare stormwater management construction plans and details

6.0 Erosion & Sediment Control Services

- 6.1 Prepare erosion control management plan
- 6.2 Include this site in the SWPPP for the Trades District construction plan set

7.0 Contract documents preparation

- 7.1 Preliminary Index of Sheets
  - 7.1.1 Existing topo plan – to be Provided by A+B
  - 7.1.2 Demolition plan
  - 7.1.3 Erosion & sediment control plans/details
  - 7.1.4 Site plan
  - 7.1.5 Grading plan
  - 7.1.6 Stormwater Management Plan
  - 7.1.7 Morton Street Improvements details / entrance details / staking details
  - 7.1.8 Utility plan
  - 7.1.9 Site control – provided by Others
  - 7.1.10 Construction details sheets
- 7.2 Prepare any technical specifications for CMT-designed items which are not included in the INDOT Standard Specifications

8.0 Bidding/Negotiation Services

- 8.1 Answer Contractor questions regarding this parking lot during the bidding phase
- 8.2 Revise CMT plans and/or specifications regarding this parking lot as needed for Addenda or Contractor questions
- 8.3 Assist Client in bid tabulation results regarding this parking lot

9.0 Administration / Project Management / Quality Assurance

- 9.1 Conduct a quality assurance review
- 9.2 Include new work on monthly progress reports and summaries of work completed
- 9.3 Project accounting updates and invoicing

10.0 Project Coordination and Meetings

- 10.1 Coordination meetings at City offices – assume 3 meetings
- 10.2 Conference calls – assume 2 calls
- 10.3 Design meetings – assume 3 meetings

11.0 Assumptions and Exclusions

All assumptions and exclusions of the original contract apply, except as follows:

- 11.1 MOT plan assumes phased construction of the parking lots
  - 11.1.1 Phase 1 – Construct Red Lot improvements
  - 11.1.2 Phase 2 – Construct remainder
- 11.2 Geotechnical engineering and pavement design are by others
- 11.3 Assumes this project will be an alternate bid within the Trades District project
- 11.4 Permitting is excluded
- 11.5 Site irrigation & landscaping is excluded
- 11.6 Stowmwater design report is excluded
- 11.7 Stormwater detention is not required and is excluded
- 11.8 Assumes that no water line relocations/adjustments are required
- 11.9 Assumes that no sanitary sewer relocations/adjustments are required
- 11.10 Assumes that the site does not contain any unsuitable soils
- 11.11 Retaining walls are excluded

11.12 Assumes that project is relocating 3 existing site lights and no additional lights are included.

11.13 Excludes attendance at Plan Commission meetings and plan commission filings, variances, and fees

D. Additional Fees:

See attachment. The additional lump sum fee for this work is $34,185.

E. Notice to Proceed

CMT will proceed after receiving a NTP from Client for the added scope work.

F. Schedule

The anticipated schedule for this addition scope of services for the Solution Tree South Parking Lot is:

Receive field survey from Others – July 14, 2017 (delayed as of July 19, 2017)
NTP – July 24, 2017
Final Construction Documents – August 29, 2017
Plan Commission Hearing & Approval – October 2, 2017
Bid advertisement – October 10, 2017
Bid Opening – October 31, 2017

APPENDIX - A3

Exhibit H

CRAWFORD, MURPHY & TILLY, INC.

CONTRACT ATTACHMENT - EXHIBIT A - 2016 PROFESSIONAL SERVICES COST ESTIMATE (REVISED)

CLIENT	**Anderson + Bohlander**
PROJECT NAME	**Trades District Site & Infrastructure Improvements**
CMT JOB NO.	**14701-06-01**
AMENDMENT	**Solution Tree Parking Lot / County Red Lot Infrastructure Impr.**

Prep By	CMR
DATE	07/19/17
Apprvd	AJB
DATE	07/19/17

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	ARCHITECT MANAGER	PROJECT ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR MANAGER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN GIS SPECIALIST	SENIOR PLANNER	TECHNICAL MGR PLANNER	TECHNICIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT CLERK	MAN HOURS & LABOR SUMMARY	
	CURRENT YEAR 2016 HOURLY RATES	$195	$185	$155	$130	$120	$110	$130	$110	$80	$95	$75	$50	TOTAL				
1	Inventory Analysis			2	2		4							8				
2	Parking Lot Design			4	12		12							28				
3	Utility Coordination			4	12		12				4			32				
4	Site Lighting			4	4						2			10				
5	Stormwater Management Services			8	12		8						4	32				
6	Erosion & Sediment Control Services			2	4		4				4			14				
7	Contract Documents Preparation			4	16		32				24			76				
8	Bidding/Negotiation Services			4	4		2				2			12				
9	Admin / Proj Mgmt / QA			8									4	12				
10	Project Coordination & Meetings			22	10		4							36				
11																		
12																		
13																		
14																		
15																		
	TOTAL MAN HOURS			62	76		78				36		8	260				
	SUBTOTAL - BASE LABOR EFFORT			$9,610	$9,880		$8,580				$3,420		$400	$31,890				

	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL FEE
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	
1	Inventory Analysis	$1,010												$1,010
2	Parking Lot Design	$3,500												$3,500
3	Utility Coordination	$3,880												$3,880
4	Site Lighting	$1,330												$1,330
5	Stormwater Management Services	$3,880												$3,880
6	Erosion & Sediment Control Services	$1,650												$1,650
7	Contract Documents Preparation	$8,500												$8,500
8	Bidding/Negotiation Services	$1,550												$1,550
9	Admin / Proj Mgmt / QA	$1,440												$1,440
10	Project Coordination & Meetings	$5,150	$225										$225	$5,375
11														
12														
13														
14														
15														
	TOTALS	$31,890	$225										$225	$32,115
	TIME PERIOD OF PROJECT	2016	2017	2018	2019	TOTAL	EST % OF OT HRS INCLUDED ABOVE					10%	MULTI-YEAR + OT	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		100%			100%	AVERAGE OVERTIME RATE PREMIUM					15%	MLTPLR & AMT	
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT		1.0500			1.0500	OT ADJUSTMENT FACTOR					0.0150	1.0650	$2,070
	ESTIMATED CONTINGENCY													
	ROUNDING													
	TOTAL FEE	MATH CROSS CHECK IS OK												$34,185

Exhibit H

Appendix - B1

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

June 30, 2017

Jon B. Bohlander
Anderson + Bohlander
1 North Meridian Street, Suite 902
Indianapolis, Indiana 46204
317.775.4374
jon@andersonbohlander.com

Re: Trades District Site & Infrastructure Improvements Additional Services No. 2 - Bloomington, Indiana

Mr. Bohlander,
Bledosoe Riggert Cooper James, Inc. (*BRCJ*) is pleased to present this professional surveying services proposal for the Trades District project. We propose to perform the following scope of services.

TASK 3 - TRADES DISTRICT PLAT SCOPE OF SERVICES - $1,800.00 LSUM

1) Prepare and file 1 preliminary plat for the north half of the Trades District project.
2) Prepare and file 1 final plat for the north half of the Trades District project.
3) Platting and recording fees are not included in this proposal. Fees will be invoiced as reimbursable.

TASK 4 - TRADES DISTRICT EASEMENT VACATION SCOPE OF SERVICES - $1,800.00 LSUM

1) Prepare exhibits for vacation of Trades District project easements.
2) This proposal does not include coordination of the easement vacation process with the individuals or entities involved in the vacation process.

Work not included in the scope of services will be provided as "on-call" services at the hourly rates shown on the included BRCJ Hourly Fee Schedule or by an approved lump sum fee proposal.

Term & Conditions of payment:

- *Invoices will be rendered monthly based on the approximate percentage of services complete.*
- *The client is responsible for full payment within Thirty (30) days after an invoice is rendered.*
- *BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.*
- *The above fees will be accepted for 30 days from the proposal date.*

Please sign and return a copy of this proposal for notice to proceed.

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name:	**CTP – First Phase Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)**
Project Manager:	Andrew Cibor, Alex Crowley
Project Description:	This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans. It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014
End Date: December, 2018

Financial Information:

Estimated full cost of project:	$9,360,344.39
Sources of funds (**bold** = primary):	**975 – 2011 Downtown Redev Bond**
	430 – Certified Technology Park Fund
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	$857,094.39[1]	September 2014 – October 2017
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	$3,250	August 2016 – December 2017
2a-b	Construction & Construction Management	$8,500,000	November 2017 – December 2018

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History:
15-06 Approval of 2015 Design Contract
15-13 Approval of Additional Survey Work
15-60 Approval of Original Project Review and Approval Form
15-75 Approval of Amended Project Review and Approval Form
15-76 Approval of Additional Design Services (Geotechnical)
16-34 Approval of 2016 Design Contract
17-22 Approval of Additional Design Services
17-51 Approval of Appraisals
17-56 Approval of Additional Design Services

[1] This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

17-57
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE OFFER TO PURCHASE JOHNSON'S CREAMERY

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area ("Consolidated TIF"), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, Indiana Code § 36-7-14-19 outlines the statutory process that the RDC must follow in order to acquire real property, which includes the requirement that two independent appraisals be obtained and that the price paid for the property only exceed the average of the two appraisals if specifically authorized by the RDC; and

WHEREAS, Indiana Code § 36-7-14-19(e) permits the RDC to contract for the acquisition of property needed for redevelopment if the contract is not binding until the statutory process has been completed; and

WHEREAS, City Staff has negotiated a contract to purchase 400 W. 7th Street, better known as Johnson's Creamery, for Four Million Three Hundred Forty Thousand Dollars ($4,340,000), which is contingent upon, among other things, the RDC completing the required statutory process; and

WHEREAS, a copy of the contract to purchase Johnson's Creamery that Staff has negotiated is attached to this Resolution as Exhibit A; and

WHEREAS, acquisition of Johnson's Creamery is consistent with the RDC's vision for The Trades District, and will assist in the redevelopment of The Trades District; and

WHEREAS, Staff has brought the RDC a Project Review and Approval Form ("Form") regarding this project, which is attached to this Resolution as Exhibit B.

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

1. The RDC finds that the acquisition of Johnson's Creamery has a valid public purpose, and approves the Project as set forth in the Form.

2. The RDC explicitly approves the Offer to Purchase as required by Section 2.9 of the Offer to Purchase. This approval shall not be interpreted as satisfaction of any of the other required contingencies, including the contingencies in Section 2.3, 2.8, and 2.10.

3. The RDC designates Alex Crowley as its liason with the sellers pursuant to Section 2.3.2. Alex Crowley is also authorized to consent to new leases on commercially reasonable terms pursuant to Section 2.4.4.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation ("Buyer"), offers to purchase from: (1) Northgate Northwest LLC, (2) Danette C. Banyai Trust, (3) Randy N. & Sydney S. Smith and (4) Edward W. & Nancy J. Burke Revocable Living Trust (collectively the "Sellers"), the following real estate commonly known as Johnson's Creamery located at 400 W. 7th Street, Bloomington in Monroe County, Indiana:

Parcel No.	Legal Description	Acreage
53-01-32-379-000.000-005	013-23790-00 Orig Plat 293-296, Pt 297 & 298 & Vac Sts & Alley	1.132

A part of Inlots, 293, 294, 295, 296, 297, and 298, to the City of Bloomington, Indiana as found in Plat Book A, page 5, in the Office of the Recorder of Monroe County, Indiana, and BEGINNING at the Southwest corner of Inlot 296 to said city; thence running NORTH 00 degrees 21 minutes 09 seconds EAST (assumed bearing) 276.73 feet to a point set on the south right-of-way line of Eighth Street and to the northwest corner of Inlot 293; thence on and along said right-of-way and along the north line of Inlot 293, NORTH 89 degrees 42 minutes 37 seconds EAST 109.94 feet and to the west right-of-way of the CSX Railroad; thence running on and along the west right- of-way of the CSX Railroad SOUTH 25 degrees 07 minutes 12 seconds East 305.46 feet to a point set on the north right-of-way of Seventh Street; thence SOUTH 89 degrees 49 minutes 51 seconds West on and along the north right-of-way of Seventh Street and across what was formerly known as Madison Street, 241.32 feet and to the point of beginning, containing 1.12 acres, more or less.

ALSO, a tract of real estate, formerly part of a public street, vacated by City of Bloomington Ordinance 93-51 dated November 18, 1993, and recorded in the Office of the Recorder of Monroe County, Indiana, on November 22, 1993, in Miscellaneous Record 223, at page 251: Being a part of the 7th Street right-of-way to the City of Bloomington, Indiana, as found in Plat Book A, page 5, in the Office of the Recorder of Monroe County, Indiana. COMMENCING at the Southwest corner of Inlot 296 to said City; thence NORTH 89 degrees 49 minutes 51 seconds East 71.50 feet along the north right-of-way of 7th Street to the Point of Beginning; thence leaving said right-of-way SOUTH 00 degrees 10 minutes 09 seconds East 3.04 feet; thence SOUTH 89 degrees 33 minutes 08 seconds East 136.50 feet; thence NORTH 00 degrees 10 minutes 09 seconds West 4.51 feet to the north right-of-way of 7th Street; thence along said right-of-way SOUTH 89 degrees 49 minutes 51 seconds West 136.50 feet to the Point of Beginning, containing .012 acres, more or less.

ALSO, a tract of real estate, formerly part of a public alley, vacated by City of Bloomington Ordinance 93-51 dated November 18, 1993, and recorded in the Office of the Recorder of Monroe County, Indiana, on November 22, 1993, in Miscellaneous Record 223, at page 251: Being a part of a public alley in the City of Bloomington, Indiana, as found in Plat Book A, page 5, in the office of the Recorder of Monroe County, Indiana. COMMENCING at the northwest comer of Inlot 293 to said City; thence SOUTH 00 degrees 21 minutes 09 seconds West 2.00 feet to the Point of Beginning; thence SOUTH 00 degrees 21 minutes 09 seconds West 74.74 feet; thence NORTH 01 degree 33 minutes 00 seconds West 74.75 feet; thence NORTH 89 degrees 32 minutes 41 seconds West 1.56 feet to the Point of Beginning, containing .001 acre, more or less.

(hereinafter referred to as the "Real Estate"), subject to the following written terms and conditions:

1. **Purchase Price and Payment.** Buyer agrees to pay and Sellers agree to accept Four Million Three Hundred Forty Thousand and 00/100 ($4,340,000.00) Dollars ("Purchase Price"). The entire Purchase Price shall be payable at closing.

2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:

2.1 **No Encroachment.** All improvements on the Real Estate, including the building and all parking associated with the building, shall be located entirely within the bounds of the Real Estate and there will be no existing violations of zoning ordinances or other restrictions applicable to the Real Estate. Notwithstanding the foregoing, Sellers disclose that there is an encroachment of a building into the storm sewer and storm water drainage easement shown by a survey completed by Stephen L. Smith, Indiana Registered Land Surveyor No. 80427, dated September 14, 1993, and which is of record at the Office of the Monroe County Recorder.

2.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title being vested in Sellers. Buyer shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:

a. Taxes which Buyer has agreed to pay pursuant to Section 2.6 herein, and any other assessments which Buyer has agreed in writing to pay;

b. Liens which Buyer has agreed in writing to pay;

c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and

d. Recorded easements which Buyer has agreed in writing to pay.

2.3 **Due Diligence.** Buyer shall—at its expense—have ninety (90) days (the "Due Diligence Period") following acceptance of the offer to complete all due diligence work it deems necessary or advisable on the Real Estate including, without limitation, survey, soils, environmental, other inspections, and all feasibility studies and tests (collectively "Due Diligence"). Buyer shall have the right to enter upon the Real Estate and conduct its Due Diligence. Buyer shall provide Seller or Seller's designated representative, reasonable notice of its intent to enter upon the Real Estate. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's Due Diligence no later than seven (7) days prior to closing or fourteen (14) days following termination of this Offer to Purchase. At any time prior to the end of the Due Diligence Period, Buyer may, at its sole discretion, terminate the Offer to Purchase, in which case Buyer shall have no liability or obligation to Seller. If Buyer does not affirmatively terminate the Offer to Purchase during the Due Diligence Period, Buyer shall be deemed to have accepted the conditions of the Real Estate under Section 2.3 of the Offer to Purchase. Failure to affirmatively terminate the Offer to Purchase during the Due Diligence Period shall not

prevent the Buyer from exercising any other condition in the Offer to Purchase, including the financing contingency in Section 2.8.

2.3.1 For the purpose of fulfilling its obligations during the Due Diligence Period, within ten (10) days after acceptance, Buyer shall designate a representative who will serve as a liaison between the parties. This representative will communicate all information and document requests, advise of proposed date(s) for inspections, etc., in order that due diligence can proceed professionally, expeditiously, and without causing unnecessary disruption to Sellers or Sellers' tenants.

2.3.2 For the purpose of fulfilling its obligations while Buyer conducts Due Diligence, Sellers shall designate a representative(s) who will serve as a liaison between the parties. This representative(s) will respond to information and document requests, accompany any retained inspector(s) or retained professional(s) who is selected to inspect the Real Estate in order that due diligence can proceed professionally, expeditiously, and without causing unnecessary disruption to Sellers or Sellers' tenants.

2.3.3 Within five (5) days of Buyer and Sellers designating their respective representatives in accordance with the provisions of Section 2.3.1 and 2.3.2, above, the representatives shall conduct a meeting to set a preliminary timetable for Buyer's various due diligence investigations, and to formulate a "news release" which would be disseminated to existing tenants in the *Johnson Creamery*.

2.3.4 Sellers represent that they have no knowledge nor do they reasonably believe that there are any problems, impediments, or defects associated with the specific investigations which Buyer has delineated as part of its Due Diligence investigation (i.e., survey, soils, environmental, and other inspections). Sellers make this representation since no such problems, impediments or defects were determined to be affecting the Real Estate when Sellers procured and closed a first mortgage loan with Indiana University Credit Union ("IUCU") on September 30, 2009.

2.3.5 Within ten (10) days of a request, Seller shall provide all documents reasonably requested by the Buyer to evaluate the purchase, including, but not limited to, existing leases, financial documentation, and maintenance records. To ensure Buyer has adequate time to review the documents, in the event that documents are not provided within the ten day period, the Due Diligence Period shall automatically extend for the number of days beyond ten that it takes for Seller to provide the documents reasonably requested.

2.3.6 To expedite the Due Diligence which will be conducted by Buyer, within ten (10) days of acceptance, Sellers shall furnish copies of: (1) an ALTA/ACSM Land Title Survey prepared by Eric L. Deckard, Registered Land Surveyor (No. LS29900012) working for Smith Neubecker & Assoc., with a certified date of

September 23, 2003 (and which was recorded with the Office of the Monroe County Recorder on November 17, 2003 as Instrument # 2003033112); and (2) a Chicago Title Insurance Company Loan Policy (No. 150127-723077898069) dated October 5, 2009, which was issued when Sellers purchased the Real Estate with first mortgage financing from IUCU.

2.3.7 Buyer shall conduct its necessary due diligence investigations (i.e., survey, soils, environmental, and other inspections) in a concurrent not sequential time frame.

2.4 **Representations and Warranties.** Sellers represent and warrant to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Sellers' knowledge and belief:

2.4.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;

2.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers' ownership thereof;

2.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Real Estate or any portion thereof;

2.4.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease, sublease, encumber, or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer's prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer's prior written consent;

2.4.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any fact which would materially adversely affect the value of the Real Estate; and

2.4.6 Sellers shall deliver possession of the Real Estate to the Buyer on the closing date, free of all encumbrances, *subject* to the leasehold rights of each tenant currently located within the Real Estate.

2.5 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.

2.6 **Real Estate Taxes.** Sellers have already paid the property's semi-annual property tax installment due and payable on or before May 10, 2017. Buyer shall fully pay the

property's semi-annual tax installment due and payable on or before November 10, 2017, or alternatively, reimburse Sellers for their payment of this specific tax obligation in the event this real estate transaction does not close on or before November 10, 2017. In the event that this Offer to Purchase is terminated prior to closing, Buyer shall have no obligation to make a payment of the property taxes. Regardless of whether Buyer pays the November 10, 2017 semi-annual tax installment directly, or reimburses Sellers for making this payment, Sellers shall have no further obligation to pay any real estate taxes pertaining to the property.

2.7 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.

2.8 **Financing.** Buyer's obligation to purchase the property is contingent on Buyer obtaining financing to purchase the Real Estate on terms acceptable to Buyer in Buyer's sole opinion within ninety (90) days of acceptance of this Offer to Purchase.

2.9 **Initial Redevelopment Commission Approval.** This Offer to Purchase is contingent upon approval of the Offer to Purchase by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve this offer within thirty (30) days following acceptance of the Offer to Purchase by Sellers, the Offer to Purchase is rescinded and the sale is terminated. This approval is separate and distinct from the other Conditions in the Offer to Purchase, including in Section 2.3 (regarding Due Diligence), Section 2.8 (regarding Financing), and Section 2.10 (regarding the Statutorily Required Process).

2.10 **Completion of Statutorily Required Process.** As a Redevelopment Commission, there are certain statutory requirements imposed on Buyer regarding the acquisition of property. If the Buyer does not complete all statutory requirements imposed on a Redevelopment Commission regarding the acquisition of property within ninety (90) days of acceptance of this Offer to Purchase, either the Buyer or the Seller may terminate this Offer to Purchase. In the event of a termination under this Section, neither the Buyer nor the Seller shall have any other liability or obligation to the other party. Buyer shall provide Seller with copies of the packet materials related to this transaction (including resolutions and attachments).

2.11 **Broker's Fees.** Buyer and Seller shall each be responsible for the payment of their own advisors and professionals they have used relating to the execution of this transaction.

3. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Sellers' sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Sellers may elect either to pursue all available legal or equitable remedies.

4. **Closing and Possession.** Closing shall take place at time, date and location agreed upon by the Parties within fifteen (15) days of the all other prerequisites to closing being met. Costs of closing, except those specified elsewhere in this Offer, shall be shared between Buyer and Seller. At Closing, Sellers shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer to Purchase, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Subject to the leases in existence as of the date of acceptance of this Offer to Purchase, and any leases entered into after the date of acceptance of this Offer to Purchase which were consented to by the Buyer in accordance with Section 2.4.4, possession of the Real Estate shall be delivered to the Buyer on the date of Closing.

5. **Charitable Donation.** Buyer will work with Seller to execute any documentation required by the United States Internal Revenue Service (IRS) or any other taxing entity to substantiate the donation to Buyer and the tax exempt status of Buyer, including IRS Form 8283.

6. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

7. **Confidentiality.** During the Due Diligence phase it will likely be necessary for Sellers to furnish certain information or documentation about the Real Estate upon reasonable request of the Buyer. Buyer and Seller recognize that Buyer, as a public entity, is limited in its ability to keep documents confidential by state law. State law also prohibits the Redevelopment Commission from disclosing—among other things—trade secrets and confidential financial information. This prohibition applies regardless of whether the Redevelopment Commission ultimately closes on the purchase of the Real Estate. In the event that the Redevelopment Commission receives a public records request, the Redevelopment Commission will work with Seller to identify all information (including trade secrets and confidential financial information) that the Redevelopment Commission is prohibited from disclosing. This section shall not prevent the Redevelopment Commission from providing information provided by Seller to staff and other professionals advising the Buyer.

Information related to: (1) Sellers' current tenants; (2) the specific contractual provisions of each tenant's respective lease; (3) the historical expenses associated with maintaining the property; and (4) information concerning the capital improvements which Sellers made to the property; shall be deemed confidential financial information and/or trade secrets, because such information could be utilized by other Monroe County property owners or landlords, brokers or third party managers to destabilize Sellers' existing tenant roll, or encourage Sellers' tenants to terminate or not renew their existing leases. Any information or documentation which relates to the calculation of Sellers' historical or present monthly and annual cash flow, net operating income, or similar, shall be deemed confidential financial information. In the event that the Buyer is ordered by an administrative agency or a court of competent jurisdiction to release documents that the parties believe constitute confidential information, the Buyer shall comply with that order, and Seller shall have no claim against the Buyer for breach of confidentiality.

8. **"As Is" Conveyance.** Sellers shall convey the Real Estate in "as is" condition, without providing any warranty to Buyer.

9. **Further Marketing by Sellers.** Nothing herein shall prohibit or prevent Sellers from continuing to market, solicit, or seek a "backup offer(s)", or from entering into a contingent sale of the Real Estate to a third party, subject to Sellers honoring the terms and conditions of any purchase and sale agreement reached with Buyer.

10. **Personal Property Not Included.** The Sellers' personal property currently located within or upon the Real Estate is not included in this purchase and sales transaction. Within fourteen (14) days of the Redevelopment Commission's initial approval of this Offer to Purchase under Section 2.9, Sellers' shall provide Buyer a list of personal property which may be included in the sale (and applicable purchase price associated therewith).

11. **Sellers' Legal Authority.** The Sellers, individually and collectively, represent to Buyer that all necessary legal action to authorize, empower, or otherwise enter into this transaction has occurred, and that each signatory below can obligate and bind their respective performance hereunder.

12. **License Disclosure.** Buyer acknowledges that Randy N. Smith, an individual who has a tenant-in-common ownership interest in the property, has disclosed he is a licensed real estate broker in the state of Oregon. Mr. Smith does not represent Buyer's interests hereunder, nor is he serving in a brokerage capacity related to this real estate transaction.

13. **Assignment of Leases.** Upon closing of this real estate transaction, Sellers shall execute for each and every tenant a standard assignment agreement, said document prepared and approved by Buyer, and which assigns Sellers' full right, title and interest thereunder to Buyer. It is agreed that lease payments shall be prorated to the date of closing. Further, Sellers shall remit to Buyer all existing security deposits in accordance with Indiana real estate law, in addition to issuing prorate refunds for any tenant(s) who made advance lease payments to Sellers (if applicable).

14. **Duration of Offer.** This Offer shall expire if written acceptance endorsed hereon is not delivered by Sellers on or before 5:00 p.m., on Friday, July 28, 2017.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

BUYER:
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

By: Philippa M. Guthrie
Philippa Guthrie, Corporation Counsel, City of Bloomington
Date: July 25, 2017

ACCEPTANCE OF OFFER

The above Offer is accepted at 10 a.m./p.m. July 26, 2017. Receipt of a signed copy of this Offer is acknowledged.

SELLERS:

Northgate Northwest LLC

Date: 7-26, 2017

Danette C. Banyai Trust

Date:_____, 2017

Randy N. Smith

Date:_____, 2017

Sydney S. Smith

Date:_____, 2017

Edward W. & Nancy J. Burke Revocable Trust

Date:_____, 2017

ACCEPTANCE OF OFFER

The above Offer is accepted at 6:45 pm PST a.m./p.m. July 25, 2017, 2017. Receipt of a signed copy of this Offer is acknowledged.

SELLERS:

Northgate Northwest LLC

Date:_____, 2017

Danette Banyai

Danette C. Banyai Trust

Date: July 25, 2017

Randy N. Smith

Date: 7-26, 2017

Sydney S. Smith Sidney Ss

Date: 7-26, 2017

Edward W + Nancy Burke Revocable Trust

Edward W. & Nancy J. Burke Revocable Trust

Date: 7-26, 2017

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Property Acquisition in The Trades District

Project Manager: Alex Crowley

Project Description:

This project proposes to acquire 400 W. 7th Street, better known as Johnson's Creamery (a property within The Trades District) to be used in a manner consistent with the RDC's vision for the Trades District. There is no intention to terminate existing leases in the building. Vacant space in the building will be able to be used to support the RDC's vision for the Trades District or as additional City office space.

The acquisition of property is an appropriate use of Tax Increment.

Project Timeline:

Start Date: August 2017
End Date: December 2017

Financial Information:

Estimated full cost of project:	$4,350,000
Sources of funds:	
Consolidated TIF	$4,350,000

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Appraisals	$5,000	August 2017 – September 2017
2	Other Due Diligence Expenses	$5,000	August 2017 – October 2017
2	Property Acquisition	$4,340,000	November 2017

TIF District: Consolidated TIF (Downtown)

Resolution History: 17-57 Approval of Project Review and Approval Form and Offer to Purchase

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____