

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
November 5, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 15, 2018
- III. EXAMINATION OF CLAIMS** –October 19, 2018 for \$191,348.36
- IV. EXAMINATION OF PAYROLL REGISTERS**–October 12, 2018 for \$31,952.69
- 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 18-70: Approval of Funding for CDFI Friendly Bloomington
 - B. Resolution 18-71: Approval of Trades District Covenants, Conditions, & Restrictions
 - C. Resolution 18-72: Approval of Revised Agreement with Tasus
 - D. Resolution 18-73: Approval of Project Form for Commercial Broker Agreement with Chris Cockerham
 - E. Resolution 18-74: Approval of Project Form for Broker Agreement with Colliers International
 - F. Resolution 18-75: Approval to convey ROW Property to Habitat for Humanity at 1003 West 11th Street
 - G. Resolution 18-76: Revised Project Review and Approval Form for Garage Projects
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 15, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, David Walter, Mary Alice Rickert, Kelly Smith, and Eric Sandweiss

Commissioners Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development; Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Mayor John Hamilton; Mary Catherine Carmichael, Director of Community Engagement, Office of the Mayor; Jeff Underwood, City of Bloomington Controller; Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Carrie Walden, CE Solutions, Inc.; Ryan Daily, Garage Manager, Public Works Department; Karen Valiquett, CORE Planning Strategies; Ron Walker, CFC Properties; Brian Payne, Assistant Director Small Business Development, Economic and Sustainable Development; Angela Parker, Dimension Mill Inc.; Jane Martin, Dimension Mill Inc.; Jim Blickensdorf, City Parking Commission; Jacob Simpson, resident; Kurt Christian, Herald-Times; Jim Treat, O.W. Krohn & Associates, LLP; Bruce Donaldson, Barnes & Thornburg, LLP

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the October 1, 2018, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Eric Sandweiss moved to approve the claim register for October 5, 2018, for \$1,680,701.71. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –David Walter moved to approve the payroll register for September 28, 2018, for \$30,020.25. Sue Sgambelluri seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims will be hosting Mayor at the Market on Saturday, October 20, 2018. Sims will be available from 10:30-11:30 a.m. to discuss the rental inspection program, affordable housing, Community Development Block Grants and HOME programs, and other initiatives.

Sims stated it is time to elect two Redevelopment Commission representatives to serve on the Citizens Advisory Committee. Sue Sgambelluri agreed to serve as the social service representative and David Walter agreed to serve as the physical improvement representative.

Sims informed the commission that they will receive an invitation from the administration to attend a celebration for city boards and commissions. The event will take place at the Dimension Mill on November 16, 2018, from 5:30-7:30 p.m.

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

Treasurer's Report. Underwood stated that when the 2015 TIF bonds were sold, funds for affordable housing were allocated out of that bond; those funds have not been used. Underwood said we are now at the point we can utilize those funds. Jeff Underwood stated staff will bring a resolution for the Community Development Financial Institution (CFDI) to the next RDC meeting for funding approval in the amount of \$1 million. Staff will make sure all projects qualify for RDC funding. As projects related to affordable housing move forward, the funds will be utilized.

- C. CTP Update. Alex Crowley reported covenants for the Trades District are in the final stages and will come to the board shortly. The Dimension Mill is set to open October 31, 2018. Crowley stated staff will be bringing a master broker agreement to the next commission meeting. It will be an agreement to market the Trades District lots for sale.

VI. NEW BUSINESS

- A. Resolution 18-61: Approval of Funding for Due Diligence for IU Health Purchase Agreement. Larry Allen stated after the IU Health purchase agreement for the hospital site was executed, a Phase I environmental study was done as part of the City's due diligence. The study came back with a few concerns that need further investigation. Therefore, an environmental Phase II study has begun to further investigate the areas of concern. This resolution is to pay for the Phase 1 environmental study. Allen stated the environmental phases will help define the responsibility of IU Health and insure the land is shovel ready when the city takes possession. Underwood stated the due diligence period for Phase 2 was extended from October 1, 2018, to October 31, 2018.

Sandweiss asked if there should be concerns, or are these just predicable stages of the due diligence. Allen said staff knew there was certainly a possibility for a Phase 2 and has not heard anything unusual that would cause concern.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 18-61. Mary Alice Rickert seconded the motion. The board unanimously approved.

- B. Resolution 18-63: Approval of Funding for Appraisals within the TIF Districts. Crowley stated occasionally the city finds properties that are important to acquire in order to control the outcome of a property, for the purpose of long term development. Staff is requesting to have access to \$50,000 as needed, for appraisals within the TIF Districts. The funds remain in the account until they are needed.

Allen stated this is an appropriate use of TIF funds.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve 18-63. Eric Sandweiss seconded the motion. The board unanimously approved.

- C. Resolution 18-64: Approval of Furniture Procurement Agreement for the Dimension Mill. Underwood stated this is the final list of furniture for the Dimension Mill. He said the dollar amount has not changed and we are actually under budget.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 18-64. Sue Sgambelluri seconded the motion. The board unanimously approved.

- D.** Resolution 18-66: Approval of Dimension Mill Lease Agreement with DMI. This lease agreement will allow DMI to operate the Dimension Mill. Crowley stated this is a 5-year renewable lease agreement. He explained there is a need for the operations of the Mill to have a financial cushion for the early period of its operations, therefore rent will not begin until year 2 of the agreement and will be collected at the end of year 2. After year 2, the rent rate will gradually increase yearly. A parking agreement is also included in the lease agreement which guarantees a minimum amount of parking for the Mill.

Sgambelluri pointed out a few typos in the Resolution. She moved to amend the resolution with the corrected language. David Walter seconded. The board unanimously approved.

Sgambelluri asked about the length of the parking arrangements for this particular agreement. Crowley stated the first 2 years guarantees 50 spaces within .5 mile of the Mill, for use by the Dimension Mill membership group. After 2 years, 25 spaces will be available to the Mill each year. There is an opportunity for that to extend into the renewal period if the parties mutually agree.

Smith said that it is important the annual report from DMI includes proof of preventative maintenance. Crowley stated that is a reasonable expectation in a report.

Sandweiss asked how the rent amount was determined. Crowley stated generally it is between 2-3% of the buildings value. He said we are not trying to make a profit, just cover costs.

Don Griffin asked for public comment.

Jim Brickensdorf asked the commission to think about having available parking within 1 mile of the Mill, instead .5 mile. He said the extra .5 mile would allow parking at the Bloomington Hospital site in 2021.

Brickensdorf said it is his understanding after reading the parking lease, there is no limit to the amount of free parking that would be provided to the Mill and no incentive for them to pay for parking because the lease can be renewed in perpetuity, as long as the lease is in good standing. Brickensdorf stated if 25 spaces is sufficient for years 3, 4, and 5, then 25 spaces should be sufficient for year 1 and 2.

Jane Martin, Dimension Mill Inc., responded and said it is important that the Mill have a gradual curve to ramp-up to a self-sustaining rate. The Mill is acquiring the Cowork space and will have as many as 488 members; those 50 parking spots will be needed for at least those first two years. Martin also said 1 mile away is too far to provide parking.

Allen clarified that the lease agreement can only be renewed by mutual consent of both parties. Allen stated there hasn't been any guarantee of free parking within any contemplated new garage. The only guarantee is to provide permits for the first 5 years; 50 spaces for years 1 through 2 and 25 spaces for years 3 through 5.

Steve Volan, council member said it is ok to subsidize parking as long as you understand the impact of the parking subsidy. It isn't just about giving commuters a free or inexpensive place to put their car; the same people who are going to be occupying these

businesses in the Trades District are people who thrive on creative community. Volan urges the Redevelopment Commission to think twice about subsidizing parking.

Martin stated they fully intend to transition most of their tenants and members to paid parking, but that period to transition is needed right now.

Sue Sgambelluri moved to approve Resolution 18-66. Mary Alice Rickert seconded the motion. The board unanimously approved.

- E. Resolution 18-67: Approval of Parking Garage Project Review Form. Underwood stated this resolution is for approval to demolish the 4th Street garage, construct a new garage with additional spaces, and construct a garage in the Trades District. If the commission elects to move forward with the project, a bonding resolution is ready for consideration.

In 2017, CE Solutions was hired to complete a structural examination of the 4th Street garage. Critical repairs were made in the amount of \$27,000 to shore up the parking structure in basement levels 1, 2 and the south tower. The 4th Street garage will require an estimated \$1.1 million repair to the facility to expand the life for 5 more years. An additional 10 years would cost \$2.1 million and another 15 years would cost \$3.1 million. At the end of this year the garage will be required to close due to other structural problems.

Underwood stated the garage has 352 spaces; 80 reserved, 10 handicapped, and 262 usable spaces by both monthly and transient parkers. The occupancy of the facility is at 97% with a waiting list for 77 reserved spots and 44 non-reserved spots. The facility is in a full state of use from 10:00 a.m. to 2:00 p.m. each day.

Underwood stated the parking study by Desman has indicated a need of 1,200 to 1,500 spaces with the expansion of the convention center and addition of the hotel. The Trades District master plan indicated a need of 1,500 parking spaces.

Underwood said it will cost an estimated \$14.4 million to demolish the garage and build a larger structure with an estimated 50-year lifespan. The new garage will have up to 600 spaces available. The Trades District garage will have up to 300-400 spaces.

Crowley attended a question and answer meeting with CFC and their tenants. Crowley said there are alternative spaces for anyone who currently holds a permit. CFC will administer those alternate spots to their tenants. Crowley said obviously there are concerns from the tenants, but there is a good plan to care for all of the current permit holders. The City communicated that plan to the tenants.

Underwood said Mayor Hamilton has asked that we take a more holistic approach, look at different forms of transportation and find ways to mitigate the need for structured parking on the street. Underwood said both garages will be designed to have alternative uses.

David Walter asked how we avoid this situation in the future and ensure the parking garages will be properly maintained. He said the 4th Street garage did not receive the critical maintenance needed. He also asked how to ensure future funds are available to maintain these structures. Underwood replied, we are looking at pour and place construction, which is expected to last 50 years. It has lower maintenance cost and a smaller long-term capital maintenance need. Underwood said we are committed to making sure funds are budgeted for maintenance and that annual inspections are completed.

Brickensdorf said he fully supports and encourages the development of the 4th Street garage and believes it is long over-due. However, he believes the DESMAN parking study

shows parking is not needed in the Trades District. The report shows 1,500 needed spaces are anticipated, but probably won't be needed until 2026. If the Trades District garage is approved it wouldn't be available until 2021, which is the same time the hospital site might be available. There will also be additional inventory in 2022 when the convention center project is complete. Brickensdorf doesn't believe there has been any demonstration of present parking need. He said there is no plan for long-term maintenance, capital recovery, or pricing. He urges the Redevelopment Commission to take their time on the CTP project.

Volan said there are ways to manage the demand for parking other than building garages and giving away free spaces. He said the county built a \$9.3 million garage that is less than 300 spaces and isn't being used to the maximum of its ability.

Sgambelluri stated after listening to the conversations, it sounds like the garages are two very different projects. She asked if they could be two separate resolutions and asked if there is a reason they are bundled together. Allen stated the resolutions are bundled together because the funding is bundled together. It saves extraordinary administrative cost. If you separate them you pay double the administrative fees. Crowley added there is some efficiency on the project management side also.

Sgambelluri requested separate project and review forms for different projects in the future. Don Griffin disagreed, he felt the two garages go together.

David Walter moved to approve Resolution 18-67. Eric Sandweiss seconded the motion. The board unanimously approved.

- F. Resolution 18-68: Approval of Initial Resolution for Garage Bonds. This resolution will authorize the RDC to issue revenue bonds that would be a pledge of the net revenues of all the garages first and TIF revenues secondarily. If approved, the resolution moves on to the City Council for their review and approval as a resolution, tentatively scheduled for October 24 and 31. If approved it comes back to the RDC as a confirmatory resolution. At that point we proceed to market the bonds either in a bid or a negotiated deal.

Karen Valiquett briefly explained the methodology to be used for constructing the garages. It is called the Construction Manager As Constructor (CMc), or Construction Delivery Method. Below is the CMc process summary:

- Owner publishes a public RFQ for architects and engineers
- Owner publishes RFP for construction manager which includes qualifications, experience, price proposal, ect.
- Evaluation team review submittals, interviews, and recommends both the architect, engineer, and construction manager
- Both architect and engineer contracts are negotiated and awarded
- Architect and engineer and contract manager work together throughout the process – architect and engineer is responsible for design; contract manager is responsible for budget estimates and constructability review of design
- Contract manager provides guaranteed maximum price at specific point during design, transferring risk to the contract manager
- Contract manager competitively bids and holds subcontracts
- Contract Manager can self-perform up to 2% of the work – but only if owner approves, and contract manager still goes through the bidding process

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 18-68. David Walter seconded the motion. The board unanimously approved.

- G.** Resolution 18-69: Approval of Contract with Bledsoe Riggert Cooper James (BRCJ) for Trades District Plat Amendment. In 2017 the Redevelopment Commission approved replatting of the southern portion of the West Rogers Parcels so that the property could be transferred to Pedcor. In order for the RDC and the City to market the northern portion of the property, it was necessary to adjust the property lines of the West Rogers Parcels, which required assistance from a surveyor to prepare the necessary documentation. Staff has negotiated an agreement with BRCJ. BRCJ is willing to provide the necessary platting services for an amount not to exceed \$3,000.

Sue Sgambelluri moved to approve Resolution 18-69. Mary Alice Ricket seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

This item was moved to the front of the agenda in order to hear comments by Mayor Hamilton.

Mayor John Hamilton stated parking issues and the introduction to the Community Development Financial Institution will be discussed at tonight's commission meeting. Hamilton said both are very important issues. He stated staff has been working closely with the community regarding parking issues and appreciates and encourages collaboration between the Redevelopment Commission and staff regarding the current parking issues on tonight's agenda.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

A RESOLUTION TO APPROVE FUNDING FOR CDFI FRIENDLY
BLOOMINGTON

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”), as part of its redevelopment mandate, set aside financing for affordable and workforce housing in Resolution 15-40; and

WHEREAS, the RDC is also permitted to distribute funds in accordance with Indiana Code 36-7-14, et seq., which includes broadly to pay or reimburse the united for “local public improvements that are physically located in or physically connected to” the TIF allocation area; and

WHEREAS, the City of Bloomington has engaged in becoming a Community Development Fund Investment (CDFI) friendly city; and

WHEREAS, the current plan anticipates attracting Fifty-Million Dollars (\$50,000,000) of CDFI funding in and around Bloomington through 2023; and

WHEREAS, in order to attract CDFI funding to our community, it is necessary to develop a private, 501(c)(3) non-profit entity, tentatively called CDFI Friendly Bloomington (CFB), that would be capable of coordinating community engagement and leveraging capital fund (CFB Capital) for additional investments to jumpstart community development within the region, including for such ventures as affordable housing; and

WHEREAS, the Bloomington Urban Enterprise Association has dedicated one million dollars (\$1,000,000.00) to the CFB, and has requested that the RDC match its investment; and

WHEREAS, City staff has recommended that the RDC dedicate one million dollars (\$1,000,000.00) to the capitalization of CFB Capital fund for the City of Bloomington; and

WHEREAS, City staff will negotiate and draft a Memorandum of Agreement between the RDC and the CFB to ensure the lawful distribution of funds; and

WHEREAS, said authorization has been presented to and duly considered by the RDC.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON URBAN ENTERPRISE ASSOCIATION THAT:

1. The RDC hereby authorizes the allocation of One Million Dollars (\$1,000,000) to be used for affordable housing and all such expenditures permitted by law through the CFB Capital Fund.
2. The RDC authorized City staff to negotiate and draft a Memorandum of Agreement between the RDC and the CFB to ensure the lawful distribution of funds, which shall be presented to the RDC for its approval upon completion a future meeting of the RDC.
3. Donald Griffin is authorized to sign the Project Agreement on behalf of the RDC. Donald Griffin is also authorized to sign all documents referenced in the Project Agreement on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-71
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE TRADES DISTRICT**

- WHEREAS, In May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington; and
- WHEREAS, the CTP area was in part home to the Indiana University (“IU”) Research Park and offered significant redevelopment potential in a majority of the parcels in the park; and
- WHEREAS, in 2010, the City and IU began the process of transferring ownership of 12 acres in the heart of the CTP from IU to the City, including parcels where the Dimension Mill and the Administration Buildings are located; and
- WHEREAS, the Redevelopment Commission (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of the 12 acres within the CTP to create the geographical center of innovation now called the Trades District; and
- WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which form was amended most recently in Resolution 18-13; and
- WHEREAS, in Resolution 16-55, the RDC approved a Project Review & Approval Form supporting the effort to renovate the Dimension Mill for use as tech office space (the “Mill Project”), which form was amended most recently in Resolution 18-14; and
- WHEREAS, in Resolutions 18-13 and 18-14, the RDC approved the commencement of work on redeveloping the Trades District by approving the award of bids and contracts for the Infrastructure Project and the Mill Project; and
- WHEREAS, the City has signed a Letter of Intent with Tasus Corporation (“Tasus”) to purchase a parcel in the Trades District where it will establish its North American headquarters and become the first commercial/industrial resident of the Trades District; and

WHEREAS, Tasus was convinced to move to the Trades District in part because of the vision of the Trades District as an innovative and visually distinct area of the City; and

WHEREAS, fulfilling the vision of the Trades District as innovative and visually distinct requires the establishment of covenants, conditions and restrictions regarding construction and maintenance of property and structures that will apply to Tasus and all other future owners of property in the Trades District; and

WHEREAS, Staff has developed with Tasus a Declaration of Covenants, Conditions and Restrictions (“Declaration”) for the Trades District which is attached as Exhibit A; and

WHEREAS, the RDC, as owner of the real property constituting the Trades District, must approve the Declaration and record it with the approved plat for the Trades District; and

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

1. The RDC reaffirms its approval of the overall efforts to redevelop the Trades District.
2. The RDC finds that the Declaration serves the public’s best interest and therefore approves the Declaration for the Trades District.
3. Approval of the Declaration in and of itself does not involve the expenditure of RDC funds.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

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

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

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

I. DEFINITIONS

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

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

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

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

- J. “Lot” shall mean and refer to any parcel or plot of the Property in The Trades District designated as a lot on the Plat. Whenever used in this declaration, Lot shall include any and all buildings or other improvements, related facilities and site improvements thereon, used or intended to be used for the benefit of any Owner in the operation of the Owner’s business.

- K. “Owner” shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, provided that a reference to Owners shall be deemed to exclude Developer unless such reference expressly includes Developer.

- L. “Owner’s Proportionate Share” shall mean and refer to a fraction, calculated by Developer as follows: the numerator shall equal the gross acreage contained in such Owner’s Lot, exclusive of public rights of way, and the denominator shall equal the gross acreage contained in all Lots in The Trades District, exclusive of public rights of way, parks space and/or parking garages. Assessments, Special Assessments and Owner voting rights shall be determined in accordance with and equal to each Owner’s Proportionate Share.

- M. “Plat” means and refers to the Plat or Plats of The Trades District on record in the Office of the Recorder of Monroe County as Instrument Number _____ in Plat Cabinet _____ Envelope _____.

- N. “Review Committee” shall mean and refer to the Review Committee referred to in Article VI. The Review Committee shall have the right to make recommendations to the City of Bloomington’s Planning and Transportation Department (“Planning”), the Bloomington Plan Commission and the Board of Zoning Appeals with regard to application of the Development Guidelines to proposed improvements or structures, as described in Article VI of this Declaration, on lots in The Trades District. The initial Review Committee shall consist of three (3) members appointed by the Developer. After the Association is formed and assumes Developer responsibilities as provided by this Declaration, the Association’s Board of Directors or a subcommittee of Directors, as appointed by the Association Board of Directors, shall, thereafter, serve as the Review Committee.

II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITION THERETO;
EASEMENTS

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

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

ambit of this Declaration pursuant to this Article II.

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

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

III. MAINTENANCE RESPONSIBILITIES

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

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

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

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

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

IV. ASSESSMENTS

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

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

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

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

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

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

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

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

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

collection of the Assessments and the payment of Common Expenses.

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

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

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

v. EXTERIOR MAINTENANCE ASSESSMENT

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

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

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

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

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

VI. DEVELOPMENT GUIDELINES AND ARCHITECTURAL REVIEW

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. USE AND RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

VIII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this _____ day of _____, 20____.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

EXHIBIT "A"

Beginning at the Northwest corner of a 12 foot alley being 12 feet West of the Northwest corner of Lot 1 in Hunter addition to the City of Bloomington; thence South 00 degrees 02 minutes 14 seconds West along the West line of said alley 336.60 feet; thence North 89 degrees 29 minutes 08 seconds West 145.30 feet; thence South 00 degrees 30 minutes 46 seconds West 416.47 feet; thence South 88 degrees 49 minutes 45 seconds West 373.70 feet to the East right-of-way of North Rogers Street; thence along said East right-of-way of 11th Street; thence along said right-of-way North 89 degrees 33 minutes 21 seconds East 515.07 feet to the Point of Beginning containing 7.56 acres more or less.

**18-72
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF AMENDED PROJECT AGREEMENT WITH TASUS CORPORATION
AND TGNA HOLDINGS, LLC**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within The Trades District that is east of North Rogers Street, south of West 11th Street, west of North Morton Street, and north of West 10th Street (the “Middle Parcels”); and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form (“Form”) regarding the solicitation of redevelopment proposals for the Middle Parcels; and

WHEREAS, in Resolution 17-48, the RDC approved a Project Agreement with TASUS Corporation and TGNA Holdings, LLC (“TASUS”), wherein TASUS agreed to obtain the parcels and construct a new research and development center with headquarters offices for the company’s corporate staff; and

WHEREAS, since the execution of the first Project Agreement, negotiations have continued with TASUS; and

WHEREAS, Staff has negotiated an Amended Project Agreement with TASUS, which is attached to this Resolution as Exhibit A.

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

1. The RDC reaffirms its support for this Project and the continued development of the Trades District.

2. The RDC approves the Amended Project Agreement with TASUS that is attached to this Resolution as Exhibit A. Donald Griffin is authorized to sign the Project Agreement on behalf of the RDC. Donald Griffin is also authorized to sign all documents referenced in the Project Agreement on behalf of the RDC. In the event that Donald Griffin shall cease to be the President of the Redevelopment Commission, the authorizations in this paragraph shall transfer to the President of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**FIRST AMENDMENT
TO PROJECT AGREEMENT**

This First Amendment to PROJECT AGREEMENT (referred to herein as “First Amendment”) is made by and among City of Bloomington, Indiana (“City”), by and through its Bloomington Redevelopment Commission (“RDC”; together the City and the RDC being sometimes referred to as the “City Parties”) and TASUS Corporation and TGNA Holdings, LLC (collectively “TASUS” except as specifically identified herein)., effective the ____ day of November, 2018.

RECITALS

WHEREAS, the City, by and through its Redevelopment Commission, and TASUS entered into a certain Project Agreement dated June 20, 2017 (the “Agreement”), whereby TASUS agreed that, in exchange for certain other consideration, as provided in the Project Agreement, TASUS would commit to construction of its North American research, development and corporate headquarters within a subdivision to be known as the Trades District (the “Project”);

WHEREAS, the City has formed the Trades District with real estate it owns in Bloomington Indiana, as more particularly described in the Agreement (“Property”);

WHEREAS, TASUS, by its holding company, desires to acquire a portion of the Property from the RDC to develop the Project;

WHEREAS, in its planning and development processes the City needed additional time to fulfill the conveyance conditions, and TASUS has determined that it might require additional time to commence construction of the Project;

WHEREAS, the parties agree to amend the Agreement by extending the date to fulfill conveyance conditions to December 31, 2018, or as soon as possible thereafter, and the date to commence construction to be no later than July 1, 2020;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the parties, the parties agree as follows:

1. Capitalized terms used in this First Amendment shall have the same meaning as set forth in the Agreement, unless specifically stated otherwise.

2. Section 2.1 (a) and 2.1 (a) iii shall be amended as follows:

2.1(a): the phrase “on or before August 16, 2017” shall be deleted and replaced with “on or before December 31, 2018, or as soon as possible thereafter.”

2.1(a)(iii) shall be deleted in its entirety.

a. Section 2.1 (d)(i) of the Agreement shall be amended to add Section 2.1(b), as follows:

TASUS shall have a period commencing as of the completion of the requirements of the City Parties in Sections 2.1(a) and 2.1(b) above....

All other provisions of Section 2.1(d) shall remain the same.

3. Section 3.3 shall be amended to remove reference to a specific closing date as follows:

Time and Place for Delivery of Deed. Upon satisfaction of all Closing Conditions and any other obligations of TASUS herein described, the RDC shall deliver the Limited Warranty Deed described in Section 2.3 and possession of the Property to TASUS not later than fifteen (15) days following the date on which TASUS provides written notice to RDC that all conditions and obligations have been fulfilled, or such other date as may be agreed upon in writing by the RDC and TASUS (hereinafter "Closing").

All other provisions of Section 3.3 shall remain the same.

4. Section 6.1 of the Agreement shall be deleted in its entirety and replaced with the following:

In no event shall TASUS commence construction on the Project after July 1, 2020, barring *force majeure* or other causes beyond TASUS' control.

5. The Trades District boundaries, as referenced in the Purchase Agreement, shall include the real property now specifically described in Exhibit B and depicted on Exhibit B-1, both attached hereto and by reference incorporated herein.
6. Except as expressly modified by this Amendment, the Agreement shall otherwise remain in full force and effect.

{Signature page follows}

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed, effective as of date first written above.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____
Don Griffin, President

TASUS CORPORATION

By: _____
Melanie Walker, President & CEO

TGNA Holdings, LLC

By: _____
TASUS Corporation, Member
Melanie Walker, President & CEO

EXHIBIT B

Legal Description

Beginning at the Northwest corner of a 12 foot alley being 12 feet West of the Northwest corner of Lot 1 in Hunter addition to the City of Bloomington; thence South 00 degrees 02 minutes 14 seconds West along the West line of said alley 336.60 feet; thence North 89 degrees 29 minutes 08 seconds West 145.30 feet; thence South 00 degrees 30 minutes 46 seconds West 416.47 feet; thence South 88 degrees 49 minutes 45 seconds West 373.70 feet to the East right-of-way of North Rogers Street; thence along said East right-of-way of 11th Street; thence along said right-of-way North 89 degrees 33 minutes 21 seconds East 515.07 feet to the Point of Beginning containing 7.56 acres more or less.

EXHIBIT B-1

Map

18-73
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROJECT REVIEW AND APPROVAL FORM
REGARDING COMMERCIAL BROKER CHRIS COCKERHAM

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 obtain the services of commercial broker Chris Cockerham, FC Tucker, for the sale and procurement of properties in support of RDC-funded redevelopment (“Project”); and

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

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 for the Project will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, 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: Local Commercial Brokerage Services – Chris Cocerham, FC Tucker

Project Manager: Alex Crowley, ESD Director

Project Description:

This is a project to provide brokerage services for parcels within the Trades District, and through the City of RDC-funded redevelopment.

Project Timeline: **Start Date:** **November 2018**
 End Date: **TBD; Contract would be for successive one-year periods until terminated or services are no longer required.**

Financial Information:

Estimated full cost of project:	TBD
Sources of funds:	Consolidated TIF

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 General Brokerage Services	\$125/hour	2018-2019
2 Property Disposition	3-4% Commission	Jan 2019 – Dec. 2019

TIF District: Consolidated TIF

Resolution History: 18-73: Approval of Project Review Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**18-74
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING
BROKER AND MARKETING AGREEMENT WITH COLLIERS INTERNATIONAL**

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 obtain the services of commercial broker Colliers International for the marketing, sale, and development of properties within and serving the Trades District (“Project”); and

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

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 for the Project will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, 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: Consulting and Brokerage Services for the Trades District

Project Manager: Alex Crowley, ESD Director

Project Description:

This is a project to procure consulting and brokerage services for the Trades District from Colliers International.

Project Timeline: **Start Date:** **November 2018**
 End Date: **December 2020**

Financial Information:

Estimated full cost of project:	\$10,000 + Commission on property sold
Sources of funds:	Consolidated TIF

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Consulting and Marketing Services	\$10,000	2018-2020
1a. Project Mobilization		Dec 2018
1b. Site Condition Reports		Jan – Feb 2019
1c. Marketing		Feb 2019 – Dec 2020
1d. Stakeholder Meeting		Ongoing
2 Brokerage and Disposition Services		2018-2020

TIF District: Consolidated TIF

Resolution History: 18-74: Approval of Project Review Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-75
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR
HUMANITY FOR REAL ESTATE AT 1003 W. 11TH STREET**

WHEREAS, Habitat for Humanity of Monroe County intends to enter into a purchase agreement to acquire fee title to the southern half of a certain parcel of real estate located at the common address of 1003 West 11th Street, Bloomington, IN, for the purpose of constructing one (1) Habitat home thereon; and

WHEREAS, the Bloomington Redevelopment Commission owns a certain 25' real estate right-of-way located along and adjacent to 1003 West 11th Street, Bloomington, IN 47404-3200 (Parcel No. 53-05-32-110-126.000-005); and

WHEREAS, Habitat will take all steps necessary to get approval to build on the southern half of the real estate at 1003 West 11th Street, but will need a commitment from the Bloomington Redevelopment Commission to vacate and/or convey the 25' real estate right-of-way to Habitat; and

WHEREAS, Bloomington Redevelopment Commission wishes to support this Habitat project; and

WHEREAS, Bloomington Redevelopment Commission and Habitat wish to enter into a Memorandum of Understanding; and

WHEREAS, City Staff has negotiated and drafted the Memorandum of Understanding that establishes the necessary commitment from Bloomington Redevelopment Commission so that Habitat may move forward on this project, which is attached to this resolution as Exhibit A.

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

1. The Memorandum of Understanding has been duly considered and the Redevelopment Commission approves of the terms and conditions set forth therein.

2. The President of the Redevelopment Commission, Don Griffin, is authorized to sign the Lease Agreement on behalf of the RDC.

SO APPROVED ON THIS ____ DAY OF NOVEMBER, 2018.

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is entered into as of this ____ day of November, 2018, by and among Habitat for Humanity of Monroe County, Inc., an Indiana nonprofit corporation (hereinafter “Habitat”), and the City of Bloomington Housing and Neighborhood Development Department formerly known as the Department of Redevelopment , by and through the Redevelopment Commission, (hereinafter the “RDC”).

RECITALS

WHEREAS, Habitat intends to enter into a purchase agreement to acquire fee title to the southern half of the real estate lot located at the common address of 1003 West 11th Street, Bloomington, IN, and more specifically described as follows:

Lot Number Eight (8) in Millen and Rice Subdivision to the City of Bloomington, Indiana, as shown by the recorded Plat thereof in Plat Book No. 2, page 41 in the office of the Recorder of Monroe County, Indiana, EXCEPTING THEREFROM twenty five (25) feet of even width off the entire South side thereof which was previously conveyed to the Department of Redevelopment, City of Bloomington by deed recorded in book 270, page 358, Records of Monroe County, Indiana.

(hereinafter the “Lot”);

WHEREAS, Habitat intends to construct a Habitat home on the Lot; and

WHEREAS, upon satisfaction of the conditions stated by this MOU, RDC agrees to vacate and/or convey to Habitat a certain 25’ real estate right-of-way located along and adjacent to 1003 West 11th Street, Bloomington, IN 47404-3200 (Parcel No. 53-05-32-110-126.000-005), which is more particularly described as:

Twenty-five (25) feet of even width off of the entire South side of Lot Number Eight (8) in Millen and Rice Addition to the City of Bloomington, as shown by the plat thereof, recorded in Plat Book No. 2, page 41, in the Office of the Recorder of Monroe County, Indiana.

(hereinafter the “Right-of-Way Parcel”); and

WHEREAS, Habitat intends to create an administrative subdivision with the Lot and Right-of-Way Parcel to create one (1) Habitat home on the acquired property; and

WHEREAS, RDC agrees that it will vacate and/or convey the Right-of-Way Parcel after Habitat obtains approval for administrative subdivision.

UNDERSTANDING

NOW, THEREFORE, in consideration of the above representations, mutual benefits, premises, and other good and valuable considerations, the receipt of which is hereby acknowledged, Habitat and the RDC agree as follows:

OBLIGATIONS OF HABITAT

1. Habitat shall take all steps necessary and incidental to enter into an agreement to acquire the Lot.
2. Habitat shall satisfy the following contingencies:
 - a. Phase one environmental study, including obtaining soil samples on the Lot and Right-of-Way Parcel;
 - b. Creation and approval of an administrative subdivision from the Bloomington Planning and Transportation Department to create one (1) buildable lot, which includes the Lot and Right-of-Way Parcel.
 - c. To pay the costs associated with the creation of the administrative subdivision and conveyance of the Right-of-Way Parcel, as provided by this Memorandum of Understanding.

OBLIGATIONS OF THE RDC

1. The RDC hereby provides its consent to Habitat for the inclusion of the Right-of-Way Parcel as a part of the administrative subdivision for the planning process.
2. Upon approval of the administrative subdivision, the RDC agrees it shall vacate and/or convey the Right-of-Way Parcel to Habitat, free and clear from any and all encumbrances and liens, for no consideration.

HABITAT FOR HUMANITY
OF MONROE COUNTY, INC.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Wendi Goodlett, President/CEO

Donald Griffin, Jr. Chair

This Instrument Prepared By:
Angela F. Parker, Attorney at Law
CARMINPARKER, PC
116 West 6th Street, Suite 200, P.O. Box 2639
Bloomington, Indiana 47402-2639
Telephone: (812) 332-6556, Ext 2
angela@carminparker.com



18-76
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM
REGARDING 4th STREET AND TRADES DISTRICT GARAGES

WHEREAS, on October 15, 2018, the City of Bloomington (“City”) brought the Redevelopment Commission of the City of Bloomington (“RDC”) a Project Review and Approval Form (“Form”) which sought the support of the RDC regarding the construction of a new 4th Street Garage and a Garage within the Trades District (“Project”); and

WHEREAS, the RDC approved that Form with RDC Resolution 18-67; and

WHEREAS, the Form as presented did not include specific reference to the sustainable design features that the City and the RDC had envisioned for the Project; and

WHEREAS, the City believes that integrating the same sustainable features appropriate to the scale of each garage in the project will result in significant savings to time and money; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which reflects the features that both the City and the RDC desires to include as part of the Project; and

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

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

1. The Redevelopment Commission reaffirms its support for the Project, as set forth in more detail in the attached Amended Form.
2. The Redevelopment Commission reaffirms that the Project has a valid public purpose, and approves the Project.

3. The expenditure of funds is not approved by this Resolution. Any previous approval of funding relating to this Project is unaffected by this Resolution. Additional funding that is necessitated by the Amended Form will be approved separately.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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: 4th Street & Trades District Garages

Project Manager(s): Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage and Trades District Garage. The 4th Street Garage includes demolition of the existing garage and construction of up to 600 parking spaces.

Included with the anticipated project costs below, the 4th Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- A structure that allows for part or most of the garage to be converted into office, retail, or living space should downtown needs change over the life of the garage;
- At least six (6) electric vehicle charging stations in an area of priority parking with a design that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the reliance on coal-powered energy for power and the electric vehicle charging stations;
- Bicycle parking;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- A maintenance and caretaking plan for the life of the garage; and
- The design should also explore the options of installing at least one public restroom, retail space on the ground floor, public art, and architecturally significant design that would enhance the space of downtown Bloomington.

The Trades District Garage includes up to 400 parking spaces. As with the 4th Street Garage, the City and the RDC reiterates its commitment to building a garage within the Trades District that has many, if not all, of the sustainability features listed above, including but not limited to:

- Convertible design to meet the communities needs over the life of the garage
- Priority electric vehicle parking stations with the ability to retrofit additional stations to meet demand;
- Solar panels;
- Bicycle parking;
- Parking for compact vehicles; and
- A maintenance and caretaking plan.

Project Timeline: **Start Date:** **Fall 2018**
 End Date: **Summer 2020**

Financial Information:

Estimated full cost of project:	\$25,792,375
Sources of funds:	2018-19 Revenue Bonds; Consolidated TIF

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.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$1,005,750	Fall 2018 – Summer 2020
2 Construction Manager Contract	\$614,625	Fall 2018 – Summer 2020
3 Demolition of Old Fourth Street Garage	\$750,000	Winter 2019
3 Construction	\$22,200,000	Winter 2019- Summer 2020
4 Public Art	\$222,000	Winter 2019- Summer 2026
5 Contingency	\$1,000,000 ¹	Summer 2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-67: Approval of Project Review Form
 18-76: Approval of Amended Project Review Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ This is estimated to be approximately 5% of the construction cost.