

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
*McCloskey Conference Room*  
**March 4, 2019**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** –February 18, 2019
- III. EXAMINATION OF CLAIMS** –February 22, 2019 for \$62,261.46
- IV. EXAMINATION OF PAYROLL REGISTERS**–February 15, 2019 for \$30,873.86
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A.** Director’s Report - RDC Representative to serve on the Neighborhood Improvement Grant Council for 2019
  - B.** Legal Report
  - C.** Treasurer’s Report
  - D.** CTP Update Report
- VI. NEW BUSINESS**
  - A.** Resolution 19-21: Approval of Funding for Trades District Project Manager Contract
  - B.** Resolution 19-22: Authorization to Negotiate Initial Terms for RDC Procurement and Disbursal of Property
  - C.** Resolution 19-24: Approval of Final Plat of Lot 8 in the Millen and Rice Addition
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, February 18, 2019, 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, and Eric Sandweiss

Commissioners Absent: Mary Alice Rickert and Sue Wanzer

Staff Present: Eric Sader, Assistant Director; Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Randy Cassady, Cassady Electric

**II. READING OF THE MINUTES** – Sue Sgambelluri moved to approve the February 4, 2019, minutes. David Walter seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** – David Walter moved to approve the claim register for February 8, 2019, for \$266,926.46. Sue Sgambelluri seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Eric Sandweiss moved to approve the payroll register for February 1, 2019, for \$30,873.83. David Walter seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A.** Director's Report. Eric Sader was available to answer questions.

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

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

**D.** CTP Update. Alex Crowley stated that an RFQ went out for the Trades District Garage design firm. Applicants were vetted, and two companies were interviewed. The advisory board took a vote and chose CSO as the designer. Crowley said the next step is entering into a process of negotiation regarding the terms of the contract.

**VI. NEW BUSINESS**

**A.** Resolution 19-17: Amended Project Review and Approval Form for the Trades District Garage. Underwood stated this form amends the original project review and approval form that included the 4<sup>th</sup> Street garage and the Trades District garage. The amended form removes the 4<sup>th</sup> Street garage and updates it with only Trades District Garage.

Sandweiss asked if the amended form includes all of the amended terms the City Council agreed to. Underwood stated yes.

Sue Sgambelluri moved to approve Resolution 19-17. David Walter seconded the motion. The board unanimously approved.

**B.** Resolution 19-18: Approval of Trades District Plat. Crowley stated that the initial plat for the Trade District was for the southern portion, which the RDC had approved. In order for the City and RDC to sell the remaining undeveloped parcels in the Trades District, the

northern portion must be plated and approved by the RDC as well. Crowley stated that this will complete the entire Trades District Plat. Allen said the plat is subject to Board of Public Works approval.

Sue Sgambelluri moved to approve Resolution 19-18. David Walter seconded the motion. The board unanimously approved.

- C. Resolution 19-19: Approval of Plat – Southwest of 11<sup>th</sup> and Rogers. Allen stated the City has prepared the final plat for the northwestern part of the Certified Technology Park for the properties east of Rogers Street (Western Final Plat). He said the plat clears some old lot lines but leaves in place the existing alley right of way.

David Walter moved to approve Resolution 19-19. Eric Sandweiss seconded the motion. The board unanimously approved.

- D. Resolution 19-20: Approval of Trades District Facilities Maintenance Plan. Staff has developed a facilities maintenance plan regarding responsibilities for all property deemed common areas within the Trades District. Allen stated that the plan must be filed along with the final plat that was approved in Resolution 19-18.

David Walter moved to approve Resolution 19-20. Sue Sgambelluri seconded the motion. The board unanimously approved.

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

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Don Griffin, President

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Mary Alice Rickert, Secretary

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Date

**19-21  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR PROJECT MANAGER  
FOR THE TRADES DISTRICT PROJECT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure and renovate the Dimension Mill (the “Project”); and

WHEREAS, in Resolution 15-60, the RDC approved a Project Review and Approval Form (“Form”) supporting the Project, which form was amended in Resolution 15-75; and

WHEREAS, staff determined that it was necessary for the efficient completion of the Project to procure the services of a project manager; and

WHEREAS, staff negotiated the Agreement (“Agreement”) attached as Exhibit A to this Resolution with Kelly Boatman of Core Projective LLC to provide project management services (“Services”) for the Project; and

WHEREAS, the RDC has available CTP and TIF Bond Funds, TIF funds and CTP funds to pay for the Services; and

WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) that is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.
2. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.

3. The RDC hereby approves payment of an amount not to exceed \$95,200 for the Services. The Controller's office may refund the City for the amount already expended for the Services, and the remaining Services carried out in 2019 shall be payable in accordance with the terms of the Agreement in Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims processes.
4. The RDC hereby authorizes Donald Griffin to sign the Agreement.
5. The funding authorization contained in this Resolution shall terminate on August 15, 2019, unless extended by the RDC in advance.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Donald Griffin, President

ATTEST:

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Mary Alice Rickert, Secretary

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Date

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
DEPARTMENT OF ECONOMIC AND SUSTAINABLE DEVELOPMENT  
AND  
CORE PROJECTIVE, LLC  
FOR  
TRADES DISTRICT PROJECT MANAGEMENT SERVICES**

This Agreement, entered into on this 27 day of March, 2018, by and between the City of Bloomington Department of Economic & Sustainable Development (the "Department"), and Core Projective, LLC ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to implement project management support to provide a primary point of planning and coordination, drive progress, track performance, ensure accountability, and achieve overall objectives and timelines for the Trades District project; and

WHEREAS, the Department requires the services of a professional consultant in order to perform project management services for the Trades District project (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Alex Crowley,

Director, Economic & Sustainable Development as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed fifty-one thousand dollars (\$51,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Department of Economic & Sustainable Development  
% Alex Crowley  
City of Bloomington  
401 N. Morton, Suite 150  
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule**

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property



developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification**

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$50,000 for each person and \$100,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the Department's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Consultant shall also provide evidence of any official exemptions from coverage, including for Worker's Compensation Insurance. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof

that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment**

Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

**Article 20. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination**

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 22. Compliance with Laws**

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or

regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify**

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the Department obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the Department shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the Department shall terminate the contract, unless the Department Commission or Department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the Department may allow the contract to remain in effect until the Department procures a new Consultant. If the Department terminates the contract, the Consultant or subcontractor is liable to the Department for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the Department.

**Article 24. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:**

**Consultant:**

City of Bloomington	Core Projective, LLC
Attn: Alex Crowley	Attn: Kelly Boatman
401 N. Morton, Suite 150	920 E University Street
Bloomington, Indiana 47402	Bloomington, IN 47401

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 25. Intent to be Bound**

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 27. Non-Collusion**


Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

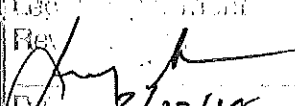
**CITY OF BLOOMINGTON**


  
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Philippa M. Guthrie, Corporation Counsel

**CORE PROJECTIVE, LLC**

  
\_\_\_\_\_  
Kelly Boatman, Principal

  
\_\_\_\_\_  
Alex Crowley, Director

CITY OF BLOOMINGTON  
Legal Department  
Reviewed by:   
DATE: 3/27/18

CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 3/27/18  
FUND/ACCT: 101-04-317

**EXHIBIT A**

**“Scope of Work”**

I. Introduction

- A. In 2018, the City of Bloomington and the Redevelopment Commission (RDC) will complete the development of the Trades District, a 12-acre portion of Bloomington’s Certified Technology Park.
- B. The City of Bloomington is seeking project management support to provide a primary point of planning and coordination, drive progress, track performance, ensure accountability, and achieve overall objectives and timelines for the Trades District Project.
- C. The Trades District Project is comprised of the following components:

**TRADES DISTRICT SITE AND INFRASTRUCTURE IMPROVEMENTS**

This includes:

- Utilities, earthwork, paving, curbs and sidewalks, brick paving, irrigation, landscaping, electrical and related work for site development of the Trades District.
- Weddle Bros. Building Group, LLC is providing Construction Management Services for this work per an existing Agreement with the RDC.
- Estimated project completion is December 2018.

**DIMENSION MILL RENOVATIONS**

This includes:

- Selective demolition, repair, restoration, and remodeling of the existing Dimension Mill structure to create the Trades District Dimension Mill Collaborative Work Space.
- Weddle Bros. Building Group, LLC is providing Construction Management Services for this work per an existing Agreement with the RDC.
- Estimated project completion is October 2018.

**OPERATIONAL PLANNING FOR THE DIMENSION MILL CO-WORK SPACE**

This includes:

- Development of a business plan, budget, processes, procedures, tools, etc. for operation of the Dimension Mill Co-work Space.
- Patrick East has been selected as the Executive Director of the Dimension Mill Co-work Space and is providing the Operational Planning Services and Design Coordination per an existing Agreement with the RDC.
- Estimated activity completion is October 2018.

## MARKETING OF THE TRADES DISTRICT

This includes:

- Development and distribution of advertising and promotional information as necessary to market the Trades District development sites to potential buyers.
- The City of Bloomington Economic and Sustainable Development Department is leading this effort.
- Estimated activity completion is December 2018.

## II. Scope of Services

A. Core Projective, LLC will perform the following:

### 1. Trades District Project Management

a. Kelly Boatman, PMP will serve as project manager for the City of Bloomington for the Trades District Project described in Section I.C. above.

### b. Key Tasks

- (1) **Finalize the Project Review and Initiation Process** to ensure a common and high level understanding of key deliverables, milestones, roles and responsibilities, and expectations. This encompasses finalizing the City's project request process (statement of work, business case) and the project charter (authorization). Duration ~ 1 week.
- (2) **Collect and Review Project Information** to gain a detailed understanding of scope, schedule, budget, deliverables, requirements, assumptions, stakeholders, risks, and constraints. This will be accomplished through meetings with team members, key departments, and a review of all project-related documents (contracts, resolutions, master plans, etc.). Duration ~ 1-2 weeks.
- (3) **Prepare a Project Management Plan** to serve as a guide for how the project will be executed, monitored, and controlled. The Plan will detail at a minimum the planned scope, budget, timeline, resources, procurements, communications, and change controls. Duration ~ 1-2 weeks.
- (4) **Manage, Monitor, and Control the Project Work** to include -
  - i. serving as primary point of coordination
  - ii. leading regular project team meetings
  - iii. overseeing task execution and adherence to scope, timeline and budget
  - iv. managing change requests
  - v. measuring project performance (plan v. actual)
  - vi. resolving issues and implementing corrective actions
  - vii. preparing and managing project information and communications (using project management software, as appropriate)
  - viii. attending/presenting at board, commission, council or other meetings if requested or required.

ix. duration ~ 35 weeks

- (5) **Project / Phase Close Out** upon acceptance of the completion of all deliverables. Close contracts, gather feedback, document the lessons learned and archive all project documents. Duration ~ 2-3 weeks

c. Deliverables

- (1) Finalized Project Request/Review Form
- (2) Project Charter for approval
- (3) Project Management Plan for approval
- (4) Up to 600 hours of project management time for managing, monitoring, and controlling the project work (~15hrs/wk)
- (5) Weekly written project status updates
- (6) Completion of all components of the Trades District Project (see Section I(C)).
- (7) Project documentation archive

d. Schedule

- (1) Total project duration is estimated to be 9 months/39 weeks from April 2018 - through December 2018. Estimated timeline is shown in the table below.
- (2) Services will be performed at Core Projective, LLC and/or at the Bloomington's City Hall offices. The project manager will establish and make known a regular schedule of availability and will commit to be on-site at the City Hall offices a minimum of 6 hours per week. When not on-site at City Hall, the project manager will be available by e-mail, telephone, and by appointment for web conferencing and in-person meetings.

Task	2018									
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Finalize Project Review & Initiation Process										
Collect and Review Project Information										
Prepare Project Management Plan										
Manage, Monitor, Control Project Work										
Project Close Out										

e. Tools

- (1) Core Projective, LLC and the City of Bloomington may jointly agree upon use of project management software for project tracking and collaboration, such as Wrike, Basecamp, or MS Project. If purchase of software by Core Projective, LLC is required, the project manager will notify the City of Bloomington of the cost and will obtain written approval from the City prior to purchasing. The City of Bloomington will reimburse Core Projective, LLC for the purchase cost.

f. Invoicing

- (1) Completed work will be invoiced on a monthly basis.

g. Assumptions

- (1) Project work will begin in April 2018 and conclude by December 31, 2018 (approximately 39 weeks).

- (2) When the project manager is working on-site at City Hall, the City of Bloomington will provide project manager with a work space, a wireless connection, and access to a secure network location for storing/retrieving/managing project files if necessary.
- (3) Project manager will provide her own laptop and cell phone.
- (4) Time required to perform project work is estimated at 10 - 20 hours per week (~15hrs per week on average).
- (5) All services will be performed in Bloomington, Indiana. If travel outside of Bloomington is required, it will be quoted separately.

III. Personnel

***Kelly Boatman, PMP***

Kelly is the Principal of Core Projective, LLC, a professional services company providing freelance project management and technical writing services. Kelly is a certified Project Management Professional with 18 years of experience managing and directing projects, programs, and project management departments, starting her career in water quality and waste management and later moving to the pharmaceutical and biotech industries. She has managed a wide range of public and private sector projects and has served the community on a variety of local boards and commissions during her nearly 30 year tenure in Bloomington. Her full resume is provided in Attachment A.

IV. Fees

<b>Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Price</b>
Professional project management oversight for the overall Trades District Project as described in Section I.C. and covering the key tasks and deliverables as detailed in Section II.A.1.b. and c., including: finalizing the project review and initiation process, collecting and reviewing project information, preparing a project management plan, managing, monitoring and controlling all project work, and closing the project.	600	\$85 / hr	\$51,000
<b>Total Not to Exceed</b>			<b>\$51,000</b>
Software Purchase or Out of Town Travel (upon request and requires separate approval)			Reimbursed at Cost



V. Approvals

**Core Projective, LLC**

Kelly M. Boatman  
Printed Name

Kelly M. Boatman  
Signature

27 Mar 2018  
Date

**City of Bloomington**

Philippa M. Guthrie  
Printed Name

Philippa M. Guthrie  
Signature

March 27, 2018  
Date

**EXHIBIT B**

**“Project Schedule”**

Please refer to schedule detail in Exhibit A.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
)SS:  
COUNTY OF Monroe )

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Principal of Cove Projective, LLC.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Kelly M. Boatman  
Signature  
Kelly M. Boatman  
Printed Name

STATE OF INDIANA )  
)SS:  
COUNTY OF Monroe )

*WM* Before me, a Notary Public in and for said County and State, personally appeared Kelly Boatman and acknowledged the execution of the foregoing this 27 day of March, 2018.

Whitney F Niswander My Commission Expires: July 6, 2025  
Notary Public's Signature

Whitney F Niswander County of Residence: Monroe  
Printed Name of Notary Public

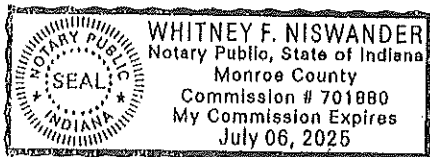


EXHIBIT D

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 27<sup>th</sup> day of March, ~~2017~~. 2018, KMB

Kelly Boatman

By: Kelly M. Boatman

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

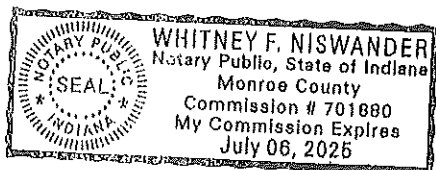
Before me, a Notary Public in and for said County and State, personally appeared Kelly Boatman and acknowledged the execution of the foregoing this 27 day of March, 2018.

Whitney F Niswander  
Notary Public's Signature

My Commission Expires: July 6, 2025

Whitney F Niswander  
Printed Name of Notary Public

County of Residence: Monroe



**FIRST ADDENDUM TO AGREEMENT WITH CORE PROJECTIVE, LLC**

This First Addendum supplements the Agreement between the City of Bloomington Economic and Sustainable Development Department (the "Department") and Core Projective, LLC ("Consultant") as follows:

- I. Scope of Services: Paragraph three of Article 1 states in relevant part: "Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date."

The parties believe it is in the best interest of the Trades District project and the public that the date for the completion of services shall be extended until June 30, 2019, unless further extended in writing by the parties.

All deadlines reflected in the Schedule in Article 6 and Exhibit A of the Agreement shall be extended to correspond with the extended Services completion date.

- II. Compensation: Article 4 states, in part, "Additional services not set forth in Article 1, or changes in the Service must be authorized in writing by the Department or its designated project coordinator prior to such work being performed or expenses incurred."

To cover the Services outlined in the Agreement and extended above, Consultant's fee shall be adjusted by an additional Forty-Four Thousand Two Hundred Dollars (\$44,200) for these Services. The total compensation paid under this Agreement, including fees and expenses, shall not exceed Ninety-Five Thousand Two Hundred Dollars (\$95,200).


- III. In all other respects, the Original Agreement shall continue in effect as originally executed.

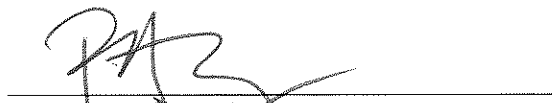
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed the day and year first written above.


CITY OF BLOOMINGTON

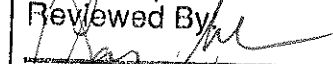
CORE PROJECTIVE, LLC

  
Philippa M. Guthrie, Corporation Counsel

  
Kelly Boatman, Principal

  
Alex Crowley, Director

CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 12-26-18  
FUND/ACCT: 101-04-315 2019 12285

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:   
DATE: 12/21/18

**19-22**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AUTHORIZATION TO NEGOTIATE INITIAL TERMS FOR PROCUREMENT  
AND DISBURSAL OF REAL ESTATE PROPERTY ON BEHALF OF THE  
REDEVELOPMENT COMMISSION**

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

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and

WHEREAS, to serve the function of the RDC and in service to the Consolidated TIF, the RDC desires to explore acquisition of property within the Consolidated TIF; and

WHEREAS, in Resolution 18-63, the RDC authorized staff to obtain appraisals necessary for the acquisition and disbursement of real estate within the Consolidated TIF on its behalf; and

WHEREAS, in Resolution 19-04 and 19-05, the RDC approved amended contracts with master brokers for the purposes of conducting real estate transactions within the Consolidated TIF and within the Trades District; and

WHEREAS, in furtherance of the mission of the RDC to develop various areas within or serving the Consolidated TIF, the RDC now desires to authorize staff to negotiate the initial terms for the procurement and disbursement of real estate property on its behalf;

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

1. The RDC finds that the negotiation of initial terms of its real estate transactions is within the enumerated functions of the RDC and serves the public’s best interests.

2. The RDC hereby authorizes city staff to negotiate initial terms of potential real estate transactions prior to bringing them for approval before the RDC. The RDC also authorizes city staff to enter into any relevant nondisclosure agreement on behalf of the RDC as part of its exploration of and negotiations for potential acquisition or disbursement of real estate.
3. For the sake of clarity, nothing in this resolution shall be construed as final approval of any transaction, and staff shall follow the normal approval process for finalizing any real estate transaction in accordance with Indiana Code Chapter 36-7-14.
4. City staff shall also keep the RDC apprised of all ongoing negotiations for real estate transactions in sessions as authorized by Indiana Code § 5-14-1.5-6.1.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Donald Griffin, President

ATTEST:

---

Mary Alice Rickert, Secretary

---

Date

**19-24**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PLAT FOR 1003 W. 11<sup>TH</sup> STREET**  
**FOR HABITAT FOR HUMANITY HOUSING PROJECT**

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 11<sup>th</sup> Street, Bloomington, IN, for the purpose of constructing one (1) Habitat home thereon (“Project”); and

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) owns a certain 25’ real estate right-of-way located along and adjacent to 1003 West 11<sup>th</sup> Street, Bloomington, IN 47404-3200 (Parcel No. 53-05-32-110-026.000-005); and

WHEREAS, the RDC approved a Memorandum of Understanding (“MOU”), attached to this resolution as Exhibit B, for the disbursal of its parcel for the purposes of creating the minimum necessary lot size for Habitat’s Project; and

WHEREAS, one of the necessary steps outlined in the MOU was recording of a plat for the property; and

WHEREAS, a final plat has been prepared for the property at 1103 West 11th Street (“Final Plat”), and is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC, as the current owner of the real property on the southernmost portion of the parcel, must approve the Final Plat before it can be recorded, pursuant to the terms of the MOU;

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

1. The RDC reaffirms its support of the Project and the Memorandum of Understanding with Habitat for Humanity.
2. The RDC finds that signing and recording the Final Plat serves the public’s best interest, and approves the Final Plat.
3. The RDC authorized its president, Donald Griffin, to sign the Final Plat on behalf



of the RDC.

4. The Final Plat shall also be presented to the Board of Public Works for its approval.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Don Griffin, President

ATTEST:

---

Mary Alice Rickert, Secretary

---

Date

# LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL PLAT



**LEGEND**

- ▬ 1/4" SPIKE
- ▬ 1/4" STONE
- REBAR
- IRON PIPE
- ▲ MAG NAIL

BASIS OF BEARINGS:  
INDIANA STATE PLANE, WEST ZONE  
VERTICAL DATUM: NAVD 83

**SETBACK TABLE**

RESIDENTIAL CORN (RC)  
BUILD-TO-LINE - 15' FROM RW  
REAR - 15'

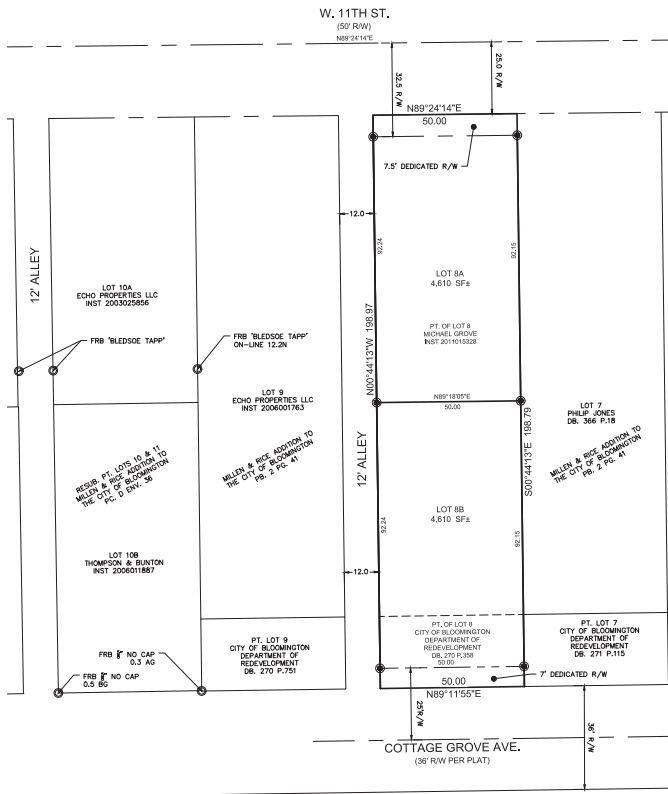
AFFORDABLE HOUSING (AH-01) (205.005.009)  
BUILD-TO-LINE - 15' FROM RW  
REAR - 15'

**OWNER/SUBDIVIDER**

MICHAEL GROVE  
1489 GRAY BLUFF TRAIL  
CHAPEL HILL, NORTH CAROLINA 27517  
PARCEL: 53-95-201-10025.000-005  
CITY OF BLOOMINGTON  
DEPARTMENT OF REDEVELOPMENT  
PO BOX 100 BLOOMINGTON, IN 47402  
DB 270, P.58  
PARCEL: 53-95-201-100418.000-005

**ADDRESS TABLE**

LOT 8A-1003 W 11TH ST, BLOOMINGTON, IN 47404  
LOT 8B-1904 W COTTAGE GROVE, BLOOMINGTON, IN 47404



**OWNER CERTIFICATION**

THE CITY OF BLOOMINGTON, DEPARTMENT OF REDEVELOPMENT, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL AMENDMENT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHOWN ON THE PLAT OF MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATE ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

CITY OF BLOOMINGTON, DEPARTMENT OF REDEVELOPMENT  
STATE OF INDIANA(S)  
COUNTY OF MONROE(S)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED \_\_\_\_\_ AND \_\_\_\_\_, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

A RESIDENT OF MONROE COUNTY \_\_\_\_\_, NOTARY PUBLIC

PLAN COMMISSION AND BOARD OF PUBLIC WORKS AND PLAT COMMITTEE  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1967, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED AT BOARD OF PUBLIC WORKS AT A MEETING HELD:

\_\_\_\_\_  
PRESIDENT

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

JOSEPH HOFFMAN, PRESIDENT OF PLAN COMMISSION

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD:

CHAIR \_\_\_\_\_

**OWNER CERTIFICATION**

MICHAEL GROVE, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS LOT 8 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON, FINAL AMENDMENT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS AND RESTRICTIONS SHOWN ON THE PLAT OF MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATE ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL GROVE  
STATE OF INDIANA(S)  
COUNTY OF MONROE(S)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED \_\_\_\_\_ AND \_\_\_\_\_, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES: \_\_\_\_\_

A RESIDENT OF MONROE COUNTY \_\_\_\_\_, NOTARY PUBLIC

**LEGAL DESCRIPTION**

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 EASEMENT WITHIN THE EASEMENT SOUTH EASEMENT THEREOF OF THE CITY OF BLOOMINGTON, INDIANA, AS SHOWN BY THE RECORDED PLAT THEREOF IN PLAT BOOK NO. 270, PAGE 358, RECORDS OF MONROE COUNTY, INDIANA.

**SURVEYOR'S CERTIFICATE**

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 866 IAC 1-1.3 FOR THE STATE OF INDIANA.

DATED FEBRUARY 18, 2019

*T.M.B.*  
TODD M. BORGHAM  
REGISTERED LAND SURVEYOR NO. 21002001  
STATE OF INDIANA

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGHAM)

PLAN COMMISSION AND BOARD OF PUBLIC WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1967, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED AT BOARD OF PUBLIC WORKS AT A MEETING HELD:

\_\_\_\_\_  
PRESIDENT

MEMBER \_\_\_\_\_

MEMBER \_\_\_\_\_

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

JOSEPH HOFFMAN, PRESIDENT OF PLAN COMMISSION

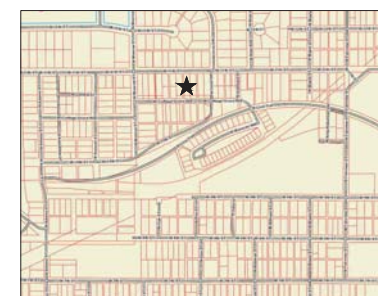
**GENERAL NOTES**

1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (1910501A) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2016, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM. THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.

2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORDER OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.

3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.

4) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS: MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON (P. 2 PG. 41) REBUBDIVISION OF PART OF LOTS 9 AND 11 IN MILLEN & RICE ADDITION TO THE CITY OF BLOOMINGTON FINAL PLAT (P.C. ENV. 36)



**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter the "MOU") is entered into as of this 5 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 11<sup>th</sup> 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 11<sup>th</sup> 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.



Wendi Goodlett, President/CEO

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION



Donald Griffin, Jr. Chair

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



