

AGENDA  
MUNCIE REDEVELOPMENT COMMISSION  
REGULAR MEETING: FEBRUARY 18, 2021 at 9:00 A.M.  
CONDUCTED IN THE CITY HALL AUDITORIUM

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- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **AGENDA**
- IV. **MINUTES (DECEMBER REGULAR MEETING)**
- V. **CLAIMS**
- VI. **UPDATE OF DOWNTOWN DEVELOPMENT (VEACH)**
  - a. INVOICE FOR FIRST HALF 2021
- VII. **OLD BUSINESS**
  - a. CITY OF MUNCIE UPDATE (RIDENOUR)
  - b. PRAXIS CONSULTING UPDATE (RIDENOUR)
  - c. SUSTAINABLE MUNCIE (DALE)
- VIII. **NEW BUSINESS**
  - a. BEP INVOICE (BISHOP)
  - b. PROPERTY APPLICATIONS (BISHOP)
  - c. RESOLUTION 2021-04 (TRANSFER 3 HOUSES ON LAND CONTRACT)
  - d. RESOLUTION 2021-05 (TRANSFER of 21 LOTS)
  - e. MAINTENANCE CONTRACT FOR MRC PROPERTIES (ONE YEAR)
- IX. **ADJOURNMENT (NEXT MEETING: MARCH 18, 2021 / 9:00 AM)**



## CITY OF MUNCIE REDEVELOPMENT COMMISSION

### Regular Meeting Minutes

The City of Muncie Redevelopment Commission (MRC) met on Thursday, January 21, 2021 at 9:00AM in the City Hall Auditorium, First Floor, 300 N. High Street, Muncie, Indiana 47305.

- I. **Call to Order:** Murphy called the meeting to order at 9:00 AM.
- II. **Roll Call:** Commissioners Brandon Murphy (President), Andrew Dale (Secretary), Shareen Wagley (Vice-President), Jeff Howe, and Isaac Miller were present. Jim Lowe (School Board representative) was present.

Craig Wright (City Controller), Loren Mathes (Baker Tilly, virtually), Caitlin Cheek (Baker Tilly, virtually), The Honorable Dan Ridenour (Mayor), Ben Freeman (Counsel), Zane Bishop (Residential Program Administrator), Ed Conatser, Corey Ohlenkamp, Chandra Parks, Matt Wagley, Richard Ivy, Belinda Munson, Chris Bilbrey, Andrew Popp, John West, Mark Slusher, Ralph Smith, and four others were also present.

- III. **Election of Officers:** Murphy opened the floor for nominations for president. Wagley motioned to have Murphy remain as president; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

Murphy motioned for Wagley to remain as vice-president; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

Murphy motioned for Dale to remain as secretary; Wagley seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- IV. **Agenda:** Wagley motioned to approve the agenda; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- V. **Minutes:** Wagley motioned to approve the December 17, 2020 regular meeting meetings as written; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- VI. **Claims:** Dale thanked Wright for providing detailed invoices and asked Wright to explain what the EFT bond payment claims are for as two new MRC members are present and because they are sizable that he feels it would help both new members understand what they're voting on specifically.

Wright stated the EFT claims were bond payments that are made semiannually, in January and July. He added Revolving Loan Fund claims will no longer be presented to the MRC.

Murphy stated he was continuing to get questions on the board-member bond, and had been forwarding those to the Controller's office.

Wright stated those would be paid.

Dale motioned to approve the claims; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- VII. **Baker-Tilly Presentation:** Mathes stated tax-increment-financing districts (TIF) collect property taxes from new developments in areas and spur development by providing incentives. TIFs have been used in Indiana and throughout the country since the 1980s. Some

of the risks include businesses going out of service and tax laws changing. Muncie has a fairly-complex debt setup that's paid from TIF, EDIT, Innkeeper's tax, Food and Beverage taxes, and parking-garage & hotel revenues, with backups from the general fund or a special-benefits tax. The intention is to pay the bonds from the TIF.

Cheek stated the consolidate Muncie TIF is comprised of individual TIFs with varying expiration dates, beginning in 2038. TIFs need to be contiguous.

Dale clarified that each individual TIF needs to be contiguous, but not necessarily all the TIFs combined.

Cheek replied yes. The 2014 Central City note was originally issued for façade grants and has \$563,560 outstanding. The 2014 revenue bonds have \$5.27 million outstanding. KPEP bonds were issued in 2016, have \$3.245 million outstanding, and include a developer guarantee, but that project never materialized, so it's being paid out of the consolidated TIF.

Dale asked if the owner or intended user of KPEP should be paying that bond.

Cheek replied she'd have to talk to bond counsel.

Howe asked who owned the property.

Cheek stated KPEP, LLC/DD Dannar. The 2014 Horizon Center bonds were for the parking garage and one more \$225,000 payment will be made by the MRC. Grant anticipation notes from 2014 were reissued in 2016 for the construction of the Courtyard Marriott, and restructured again for COVID-related reasons.

Howe asked if the Arc and Arc Innovation were nonprofits.

Cheek stated they're both nonprofits. The 2019 Hillcroft bond has \$3.815 million outstanding. The 2019 Canal District and AccuTech bonds are paid from TIF and EDIT and have \$7.875 outstanding. The 2019 Sustainable Muncie bond funded Madjax, and the 2013 Cardinal Square bond paid for the village parking garage, which is paid for by TIF and EDIT.

Howe asked how often bonds repriced.

Mathes replied they didn't. The 2011 Indiana Stamping has a balloon payment due in 2031. The Ontario Park economic development area (EDA) is used for pay-as-you-go projects and has no outstanding obligations. The 2019 Nebo Road EDA was for two car dealerships, has \$2.01 million outstanding with payments due this year, but the bond is owned by the developer, so in the event it comes up short, they just wouldn't get the full payment. The Bison Ridge and Waelz Sustainable Products allocation areas could be dissolved.

Dale stated he thought Bison Ridge was pulled last year.

Mayor Ridenour stated it was pulled by Council, but there's still a step to go.

Cheek stated the MRC is now required to hold an annual meeting with all overlapping taxing districts, and the overlapping districts can request the MRC to attend their meetings.

Mathes stated Indiana has a maximum property-tax levy, so a City's budget can only increase based on what the State calculates, and most units are at the capped amount. Even if there are extra expenditures and increases in property values, the amount doesn't increase, and there is no excess funding for large, long-term capital projects. Because of this, taxpayers can be paying less. Muncie loses half its budget—\$17.6 million—due to circuit breakers, the schools lose \$9.7 million, and the TIF loses about \$3 million. TIFs don't take away from other units if the increase assessed value from new developments would not have occurred but for the TIF incentives. TIFs postpone adding new assessed value to the tax base, which postpones the reduction in tax rates and circuit-breaker credits. Due to the TIF recapture, other taxing units benefit. If the TIF meets the test, it doesn't hurt other taxing units and—in some cases—excess value flows to those units. If property-tax bonds are used, the tax rate

is increased, which increases the loss of property taxes. When TIF bonds are used, the tax rate doesn't increase. If this is all done with the right priorities and motives, the tax base increases and businesses grow.

## VIII. **Old Business**

### a. **City of Muncie Update**

1. **Budget:** Mayor Ridenour stated the hotel cannot make its payment and dozens of meetings have been had with legislators, attorneys, and advisors. He stated he did not want to invoke a special-benefits tax. A payment for BEP will need made. Madjax is paying a portion of their payment. The reserve needs to be back up to \$1 million. The MRC and EDIT are not in a position to support organizations, as have been in the past. The spring installment should be around \$1.9 million. A grant from HUD, specifically CDBG CARES Act monies, will be used and that Gretchen Cheesman and Dustin Clark worked on the plan that will help make one of the hotel's payments. The hotel had solid occupancy before COVID.

Howe asked how the Arc would be obligated to repay the City.

Mayor Ridenour replied he told them something would need to come back, but the details haven't been worked out.

Dale stated that he's supportive of the budget and suggested the budget be moved to new business and action taken today.

Dale motioned to put under New Business I; Murphy seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

2. **White River Canal District:** Mayor Ridenour stated the fourth floor is being topped out. WS Properties has provided a sketch of Phase II they would like to consider, looking at a four-story building with 51 apartments, 21,000 square feet of retail, and a nice park feature.
3. **Ironman:** Mayor Ridenour stated a second Ironman will be held on the same day, and Muncie will be one of only eight communities in the world holding both a full and a half. The mayor anticipates the local will realize a \$12,000,000 to \$14,000,000 of economic benefit from the event.
4. **Academy of Model Aeronautics:** Mayor Ridenour stated the AMA will be hosting two world championships.
5. **Memorial & Tillotson:** Mayor Ridenour stated an option was made using EDIT to secure 13 acres for a park, adjacent to the 27 acres being looked at for housing and retail.
6. **Storer:** Mayor Ridenour stated a number of builders are interested and there should be enough EDIT funds to get the infrastructure moving.  
Howe asked if that site was about 30 acres.  
Mayor Ridenour stated it's somewhere around that.  
Dale stated the his assumption is that the MRC will want to issue a request for proposal and asked if the Mayor Ridenour, as the MRC's director, supports the issuance of a RFP for the purpose of seeking developers.  
Mayor Ridenour responded absolutely, when it comes time to construct.
7. **Mall Area:** Mayor Ridenour stated a number of discussions about the mall area have occurred. Old Navy is coming back and will be here in the spring of 2021. Talks are

occurring regarding additional construction in the area. The Mall is bank-owned and is being maintained until it's time to sell. Developers from Chicago and Tampa who have done other mall renovation projects are interested.

8. **Other Projects:** Mayor Ridenour stated there are other projects with the County and Chamber that are under confidentiality agreements, but are very close.

b. **Relationship with Muncie Industrial Revolving Loan Fund:** Mayor Ridenour stated all claims were paid out of 903, but the previous administration wanted them all on the MRC's report; these will be separated out going forward.

Dale added that he had asked the question regarding the relationship because on various claims because entries pertaining to the MIRLF were listed. He thanked the administration for separating out future the MIRLF from MRC claims.

c. **Request for Executive Session with Madjax:** Mayor Ridenour asked to wait until March for this. He met with them last week and they are in the process of getting a professional property manager, as the building is underutilized. He told them he didn't want any more construction until the empty space was filled. They own multiple properties and are looking to sell. The way things are now, they won't be able to make their payments. They're making changes that should occur at the February board meeting and are adding board members with business and property experience.

Dale stated he brought this up last year and thinks the Working Group framework he proposed should be pursued using a nine member group that's made up of two MRC members, the City's Controller, the MRC Director, Sustainable Muncie's Director, the President of Sustainable Muncie, the MRC's SMC liaison, a member of the commercial estate community and a member of the financial services community.

Dale stated that mutual meetings, held in executive session, with a majority of both boards cannot be conducted as it violates the Indiana Sunshine Law.

Murphy stated action was taken on the executive session at the last meeting, and asked if quorum could be had.

Freeman stated that the board can have quorum at a closed, executive session. A meeting can be had, but actions cannot be taken and discussion about what would happen when a vote would take place cannot be had.

Dale stated that he would appreciate MRC counsel contacting the State of Indiana's Public Access Counselor as he has looked into the matter directly and understands that the MRC and Sustainable Muncie cannot meet in executive session for any purpose.

Murphy motioned to cancel the executive session and discuss in March how to proceed; Miller second. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

d. **Muncie Land Bank (MLB) 20 Property Pilot Project Amendment:** Freeman stated that this would be Resolution 2021-03, amending the agreement formalized with the MLB in December, adding that \$50,000 total would be made across three payments, in January of 2021, 2022, and 2023.

Wagley asked if the \$50,000 was a part of the budget presented by the Mayor.

Mayor stated yes, one-third of the \$50,000.

Dale motioned to approve; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- e. **Storer Cleanup Update:** Bishop stated that due to unforeseen conditions additional cost were incurred which will be addressed by way of EDIT funds which the Mayor approved. There have been a number of delays due to weather and additional discoveries on the site that need remedied.
- f. **Addictions Coalition:** Murphy motioned to appoint Bishop to the coalition; Wagley seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

#### IX. New Business

- A. **Downtown Parking Lot:** Mayor Ridenour stated the Patterson building has a buyer, but needs parking. A parking study is being paid from EDIT. If it closes, \$21,000 annually would be generated. They are hoping to have restaurants and apartments. At Mulberry and Main is a 48-spot, City-owned parking lot. He will present a resolution in February to provide them 10 spots there. He also would like to have 15 spots temporarily committed.
- B. **Property Applications:** Bishop opened the following applications for MRC-owned properties:

- Richard & Terri Harris, 1219 S. Andrews, Yorktown: \$100 offer for 514 S. Birch
- Anita Brown, 1353 E. Kirby: \$100 offer for 1315 E. Kirby
- MDJ Construction, LLC, 923 W. Bethel: \$1 offer for 3306 E. 13th
- Suresh Karlapudi, 1000 W. McGalliard: \$100 offer for 516 E. 5th
- Della Wesby, 1515 S. Hackley: \$250 offer for 1511 S. Hackley
- Joseph Parker, 1500 Lake Park Drive #38, Olympia, Washington: \$300 offer for 1037 S. Burlington
- MDJ Construction, LLC, 923 W. Bethel: \$5 offer for 214, 220, 300, 306, 314 E. Gilbert
- MDJ Construction, LLC, 923 W. Bethel: \$3 offer for 627 and 631-633 N. Madison
- MDJ Construction, LLC, 923 W. Bethel: \$6 offer for 206, 210-212, 215, 302 E. North
- ENJ Properties, LLC, 4166 Elkhorn Way, Westfield: \$200 offer for 206 E. North
- Dean Lee, LLC, 3410 W. Fox Ridge: \$100 offer for 500 BLK W. 8th
- Kyle West, 1432 W. 11th: \$1,000 offer for 1426 W. 11th
- Jim & Teresa Ainsworth, 7704 W. Kennedy, Yorktown: \$404.40 offer for 111 E. Berkley
- Matthew Gilpin, 224 E. North: \$1,000 offer for 206 E. North
- Matthew Gilpin, 224 E. North: \$1,000 offer for 215 E. North
- William Burkenbush, 2300 E. Purdue: \$100 offer for 2200 E. Purdue
- Billy & Rosie Harris, 1821 E. Highland: \$100 offer for 1817 E. Highland
- Kenneth & Nina Bartling, 107 E. Berkley: \$100 offer for 111 E. Berkley
- Brenda McCoy, 522 E. 5th: \$100 offer for 516 E. 5th
- Brian Harden, 2113 E. Princeton: \$200 offer for 1901 E. Yale
- Betty Cameron, 1716 E. Dudley: \$3,500 offer for 1712 E. Dudley
- TevFro Land Company, LLC, P.O. Box 1293: \$100 offer for 627 N. Madison
- Bobcat Properties, LLC, 520 S. Nichols #G: \$500 offer for 1901 E. Yale
- Lloyd Smith, 1717 E. Dudley: \$1,000 offer for 1712 E. Dudley
- New Beginnings Movement, Inc., 900 W. Powers: \$1,000 offer for 527 S. Proud

Murphy motioned to take these under advisement to refer to the MLB committee; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- C. **Resolution 2021-01:** Bishop stated this resolution was to transfer the lot at 1623 S. Mulberry to Habitat. The address was written wrong, but the parcel number is correct.

Murphy motioned to amend Exhibit A to reflect the address being 1623; Howe seconded. Murphy, Dale, Howe, and Miller voted aye; Wagley abstained; motion passed.

Dale motioned for approval of 2021-01 as amended; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- D. **Resolution 2021-02:** Bishop stated this resolution was to transfer three properties to their applicants, adding that notes were provided per Murphy's request.

Murphy asked if the tabled properties would be ready for the next meeting.

Bishop stated they should be.

Murphy motioned to approve 2021-02 as presented; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- E. **Maintenance RFP:** Bishop reported he'd be placing an RFP for 2021-2022 maintenance on MRC-owned properties.

- F. **214 N. Hackley Land Contract Extension:** Bishop stated this contract was outside its three-year rehabilitation window and needed either extended or cancelled.

Dale stated legal counsel should work to claw this back as it appears the individual(s) who are responsible to fulfill contractual obligations, which include certain minor to moderate improvements, have had more than adequate time to fulfill those obligations. He stated that if the individual(s) aren't motivated to get the property addressed for either themselves or to be rented to others then they clearly don't respect the adjacent neighbors' investments. He stated that they've been given a significant amount of time.

Freeman stated it wasn't that simple, as they've paid in full.

Murphy motioned to table the land contract extension to get additional information; Dale seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- G. **Miller-Valentine Contract Extension:** Bishop stated the amendment was to allow the State additional time to award projects.

Murphy motioned to approve the extension; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- H. **Endpoint Creative Agreement:** Bishop stated this was placed on his desk, presumably by the Mayor, and didn't have information additional to what was written.

Dale stated that he requested this over the course of last year, and at the MRC's December 2020 meeting, given that MRC deals with matters of importance and monies of significant amounts that impact the community and that the MRC's meetings should be live-streamed regardless of whether we're in a pandemic or not.

Murphy stated live-streaming meetings would cost \$150.

Dale motioned to approve as presented; Miller seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

- I. **Budget:** Miller asked if the MRC was relying on tax payments for expenses in July.

Mayor Ridenour stated the installment from May taxes would come in July.

Dale stated tightening the purse is a proactive thing to do as he had advocated for such measures back at the beginning of 2020 and is partially why he didn't support swapping

properties with county that were lopsided in value and the purchasing of the Ratchford lot at an exorbitant cost.

Mayor Ridenour stated the Ratchford property didn't involve any MRC funds.

Dale stated that's because he stopped it from happening when the mayor requested the MRC to purchase the property.

Mayor Ridenour stated this didn't have anything do to with the budget.

Dale stated he thought it did because it has to do with managing economic development with limited funds.

Howe stated he supported the budget and the pipeline needs to continue to be built.

Dale stated he agreed the pipeline needs to be primed, but that a 48-month strategic plan also needs developed that helps guide growth and investment.

Mayor Ridenour stated it's unusual to have five different entities to contribute to a bond payment, that there are some challenges, but brighter days were ahead.

Miller motioned to accept the 2021 TIF budget as prepared by the Mayor; Howe seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

X. **Public Comment:** No members of the public commented.

XI. **Adjournment:** Dale motioned to adjourn at 11:26AM; Murphy seconded. Murphy, Wagley, Dale, Howe, and Miller voted aye; motion passed.

Minutes recorded by Zane Bishop.

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Andrew Dale, Secretary



*Controller's*

# MUNCIE REDEV COMM - CK DATE 02/12/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 905 - MRC GENERAL FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
73398 - BEASLEY & GILKISON LLP	33673	GENERAL LITIGATION	Open		02/05/2021	02/12/2021	02/12/2021			132.50
73398 - BEASLEY & GILKISON LLP	33684	GENERAL LITIGATION	Open		02/05/2021	02/12/2021	02/12/2021			2,007.50
73398 - BEASLEY & GILKISON LLP	33674	GENERAL LITIGATION	Open		02/05/2021	02/12/2021	02/12/2021			312.50
73398 - BEASLEY & GILKISON LLP	33694	REDEVELOPMENT	Open		02/05/2021	02/12/2021	02/12/2021			2,197.50
80870 - BELL SERVICES	21-009	MRC - SNOW REMOVAL -	Open		01/31/2021	02/12/2021	02/12/2021			215.00
86200 - COMCAST	1070843411-02/21	300 W. VICTOR ST. / 8529201070843411	Open		01/28/2021	02/12/2021	02/12/2021			422.44
82500 - INDIANA MICHIGAN POWER	8029411-01/29/21	201 W. SEYMOUR ST. - 04418029411	Open		01/29/2021	02/12/2021	02/12/2021			1,409.56
82500 - INDIANA MICHIGAN POWER	4075852014-01/21	309 N. HIGH ST. - 04075852014	Open		01/29/2021	02/12/2021	02/12/2021			107.66
82500 - INDIANA MICHIGAN POWER	7987213-01/29/21	425 N. HIGH ST. RM 1 - 04367987213	Open		01/29/2021	02/12/2021	02/12/2021			31.21
82500 - INDIANA MICHIGAN POWER	9852033-01/29/21	425 N. HIGH ST. STE 3 - 04379852033	Open		01/29/2021	02/12/2021	02/12/2021			26.90
82500 - INDIANA MICHIGAN POWER	9852044-01/29/21	425 N. HIGH ST. STE 5 - 04749852044	Open		01/29/2021	02/12/2021	02/12/2021			93.37
82500 - INDIANA MICHIGAN POWER	9852046-01/29/21	425 N. HIGH ST. RM 8 - 04069852046	Open		01/29/2021	02/12/2021	02/12/2021			21.50
82500 - INDIANA MICHIGAN POWER	129852044-01/21	425 N. HIGH ST. RM 9 - 04129852044	Open		01/29/2021	02/12/2021	02/12/2021			26.90
3580 - THE STAR PRESS	0004558538	MNI-060315 - MRC -	Open		01/20/2021	02/12/2021	02/12/2021			8.83
3580 - THE STAR PRESS	0004558530	MNI-060315 -	Open		01/20/2021	02/12/2021	02/12/2021			8.83
38700 - VECTREN ENERGY DELIVERY	5152266-01/29/21	425 N. HIGH ST. 3 - 026006045645152266	Open		01/29/2021	02/12/2021	02/12/2021			17.72
38700 - VECTREN ENERGY DELIVERY	5263178-01/29/21	425 N. HIGH ST. UNIT 8 - 026006045645263178	Open		01/29/2021	02/12/2021	02/12/2021			18.91
38700 - VECTREN ENERGY DELIVERY	5765383-01/29/21	425 N. HIGH ST. UNIT 9 - 026006045645765383	Open		01/29/2021	02/12/2021	02/12/2021			18.91
Account 439071 - OTHER SERVICES & CHARGES Totals							Invoice Transactions	18		<u>\$7,077.74</u>
Department 19 - BOARD OF WORKS Totals							Invoice Transactions	18		<u>\$7,077.74</u>
Fund 905 - MRC GENERAL FUND Totals							Invoice Transactions	18		<u>\$7,077.74</u>
Fund 906 - VILLAGE PARKING GARAGE FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
16200 - COMCAST	1070910822-02/21	410 N. MARTIN AVE. / 8529201070910822	Open		02/02/2021	02/12/2021	02/12/2021			272.49
Account 439071 - OTHER SERVICES & CHARGES Totals							Invoice Transactions	1		<u>\$272.49</u>
Department 19 - BOARD OF WORKS Totals							Invoice Transactions	1		<u>\$272.49</u>
Fund 906 - VILLAGE PARKING GARAGE FUND Totals							Invoice Transactions	1		<u>\$272.49</u>



# MUNCIE REDEV COMM - CK DATE 02/12/21

Grand Totals

Invoice Transactions 19

\$7,350.23



*Contralleis*

# MUNCIE REDEV COMM - CK DATE 02/19/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 905 - MRC GENERAL FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
69132 - AMERICAN UNITED APPRAISAL CO., INC.	175000-02092021	MRC - APPRAISAL SRVS - 225 S MADISON ST	Open		02/09/2021	02/19/2021	02/19/2021			1,750.00
79829 - ZANE BISHOP	136929-021021	REIMB - GASOLINE/22 MORTGAGE	Open		02/10/2021	02/19/2021	02/19/2021			1,369.29
Account 439071 - OTHER SERVICES & CHARGES Totals								Invoice Transactions 2		<u>\$3,119.29</u>
Department 19 - BOARD OF WORKS Totals								Invoice Transactions 2		<u>\$3,119.29</u>
Fund 905 - MRC GENERAL FUND Totals								Invoice Transactions 2		<u>\$3,119.29</u>
Fund 906 - VILLAGE PARKING GARAGE FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
73810 - CINTAS CORP #716	4074001352	13431195-	Open		01/26/2021	02/19/2021	02/19/2021			36.05
73810 - CINTAS CORP #716	4074364611	13431534-	Open		01/28/2021	02/19/2021	02/19/2021			207.29
Account 439071 - OTHER SERVICES & CHARGES Totals								Invoice Transactions 2		<u>\$243.34</u>
Department 19 - BOARD OF WORKS Totals								Invoice Transactions 2		<u>\$243.34</u>
Fund 906 - VILLAGE PARKING GARAGE FUND Totals								Invoice Transactions 2		<u>\$243.34</u>
Grand Totals								Invoice Transactions 4		<u>\$3,362.63</u>

*Contrallex*

City of Muncie  
**MRC EFTS**

From Payment Date: 1/31/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<b>EFT</b>									
4131	01/31/2021	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$210,141.62		
4132	01/31/2021	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$59,378.23		
Type EFT Totals:									
CORPORATE - CORPORATE ACCOUNT Totals								\$269,519.85	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$269,519.85	\$0.00
	Total	2	\$269,519.85	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$269,519.85	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$269,519.85	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$269,519.85	\$0.00
	Total	2	\$269,519.85	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$269,519.85	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$269,519.85	\$0.00

City of Muncie  
**MRC EFT**

From Payment Date: 1/31/2021 - To Payment Date: 1/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4128	01/31/2021	Open			Accounts Payable	FIRST MERCHANTS TRUST CO., N.A. (ACH)	\$59.34		
Type EFT Totals:									
CORPORATE - CORPORATE ACCOUNT Totals							\$59.34		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$59.34	\$0.00
	Total	1	\$59.34	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$59.34	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$59.34	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$59.34	\$0.00
	Total	1	\$59.34	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$59.34	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$59.34	\$0.00

City of Muncie  
**MRC EFTS**

From Payment Date: 2/3/2021 - To Payment Date: 2/3/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4123	02/03/2021	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$700.00		
4124	02/03/2021	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$700.00		
4125	02/03/2021	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$700.00		
Type EFT Totals:						3 Transactions	<u>\$2,100.00</u>		
CORPORATE - CORPORATE ACCOUNT Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$2,100.00	\$0.00
	Total	3	\$2,100.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$2,100.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$2,100.00	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$2,100.00	\$0.00
	Total	3	\$2,100.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$2,100.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$2,100.00	\$0.00

Controller

City of Muncie  
**MRC EFT**

From Payment Date: 12/31/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4120	12/31/2020	Open			Accounts Payable	REGIONS BAN, BIRMINGHAM, AL	\$4,000.00		
Type EFT Totals:					1 Transactions		\$4,000.00		
CORPORATE - CORPORATE ACCOUNT Totals							\$4,000.00		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000.00	\$0.00
	Total	1	\$4,000.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$4,000.00	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000.00	\$0.00
	Total	1	\$4,000.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$4,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$4,000.00	\$0.00



*Costello's*

# MUNCIE REDEV COMM - CK DATE 02/05/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 905 - MRC GENERAL FUND											
Department 19 - BOARD OF WORKS											
Account 439071 - OTHER SERVICES & CHARGES											
76891 - AT&T MOBILITY	11996X01222021	287268411996-MRC-1/2021	Open		01/14/2021	02/05/2021	02/05/2021			96.22	
81375 - FREDRICKS SERVICES	33	CITYOFMUNCIE-STORER	Open		01/26/2021	02/05/2021	02/05/2021			12,450.00	
88700 - VECTREN ENERGY DELIVERY	2021-00000189	425 N. HIGH ST. 5 - 026006045645207727	Open		01/28/2021	02/05/2021	02/05/2021			240.59	
88700 - VECTREN ENERGY DELIVERY	2021-00000190	309 N. HIGH ST. - 026006045645318703	Open		01/28/2021	02/05/2021	02/05/2021			307.06	
Account 439071 - OTHER SERVICES & CHARGES Totals							Invoice Transactions 4				<u>\$13,093.87</u>
Department 19 - BOARD OF WORKS Totals							Invoice Transactions 4				<u>\$13,093.87</u>
Fund 905 - MRC GENERAL FUND Totals							Invoice Transactions 4				<u>\$13,093.87</u>
Grand Totals							Invoice Transactions 4				<u>\$13,093.87</u>

City of Muncie  
**MRC EFT**

From Payment Date: 11/30/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4115	11/30/2020	Open			Accounts Payable	STAR FINANCIAL BANK (ACH)	\$2,168.33		
Type EFT Totals:									
CORPORATE - CORPORATE ACCOUNT Totals							1 Transactions	\$2,168.33	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,168.33	\$0.00
	Total	1	\$2,168.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,168.33	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$2,168.33	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,168.33	\$0.00
	Total	1	\$2,168.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$2,168.33	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$2,168.33	\$0.00

Controllis

City of Muncie  
**MRC EFT**

From Payment Date: 11/30/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4113	11/30/2020	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$12,150.00		
Type EFT Totals:									
CORPORATE - CORPORATE ACCOUNT Totals								\$12,150.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$12,150.00	\$0.00
	Total	1	\$12,150.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$12,150.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$12,150.00	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$12,150.00	\$0.00
	Total	1	\$12,150.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$12,150.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$12,150.00	\$0.00



*Controllis*

# MUNCIE REDEV COMM - CK DATE 01/29/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 905 - MRC GENERAL FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
80894 - CINCINNATI INSURANCE CO.	6791388-21	2000530500-BRANDON	Open		01/07/2021	01/29/2021	01/29/2021			75.00
80894 - CINCINNATI INSURANCE CO.	6791389-21	SURETY BOND -	Open		01/07/2021	01/29/2021	01/29/2021			75.00
86200 - COMCAST	1070798912-01/21	420 S. HIGH ST. / DOWNTOWN -	Open		01/18/2021	01/29/2021	01/29/2021			446.66
83700 - INDIANA AMERICAN WATER CO., INC.	0028123293-01/21	309 N. HIGH ST. -	Open		01/21/2021	01/29/2021	01/29/2021			21.42
83700 - INDIANA AMERICAN WATER CO., INC.	0023161962-01/21	1010220028123293 315 N. HIGH ST. -	Open		01/21/2021	01/29/2021	01/29/2021			19.89
83700 - INDIANA AMERICAN WATER CO., INC.	0023600702-01/21	1010220023161962 330 N. FRANKLIN ST. A -	Open		01/21/2021	01/29/2021	01/29/2021			21.42
83700 - INDIANA AMERICAN WATER CO., INC.	0011359896-01/21	1010220023600702 300 W. VICTOR ST. /	Open		01/21/2021	01/29/2021	01/29/2021			39.99
78585 - MUNCIE SANITARY DISTRICT - SEWAGE UTILITY	20182703-01/21	PKG. GAR. - 315 N. HIGH ST. -	Open		01/20/2021	01/29/2021	01/29/2021			23.28
78585 - MUNCIE SANITARY DISTRICT - SEWAGE UTILITY	20105006-01/21	20182703 330 N. FRANKLIN ST. #A	Open		01/20/2021	01/29/2021	01/29/2021			23.28
78585 - MUNCIE SANITARY DISTRICT - SEWAGE UTILITY	20180604-01/21	- 20105006 309 N. HIGH ST. -	Open		01/20/2021	01/29/2021	01/29/2021			23.28
		20180604								
Account 439071 - OTHER SERVICES & CHARGES Totals								Invoice Transactions	10	\$769.22
Department 19 - BOARD OF WORKS Totals								Invoice Transactions	10	\$769.22
Fund 905 - MRC GENERAL FUND Totals								Invoice Transactions	10	\$769.22
Fund 906 - VILLAGE PARKING GARAGE FUND										
Department 19 - BOARD OF WORKS										
Account 439071 - OTHER SERVICES & CHARGES										
73810 - CINTAS CORP #716	4071598519	13431534-	Open		12/30/2020	01/29/2021	01/29/2021			207.29
79398 - EVENS TIME, INC.	3552	MRC - 401 S HIGH -	Open		09/16/2020	01/29/2021	01/29/2021			411.84
80567 - KEVIN C. SWAIN	2021-01	MRC -	Open		01/20/2021	01/29/2021	01/29/2021			900.00
Account 439071 - OTHER SERVICES & CHARGES Totals								Invoice Transactions	3	\$1,519.13
Department 19 - BOARD OF WORKS Totals								Invoice Transactions	3	\$1,519.13
Fund 906 - VILLAGE PARKING GARAGE FUND Totals								Invoice Transactions	3	\$1,519.13
Grand Totals								Invoice Transactions	13	\$2,288.35

City of Muncie  
**MRC EFTS**

From Payment Date: 12/31/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4098	12/31/2020	Open			Accounts Payable	FIRST MERCHANTS TRUST CO., N.A.	\$287.85		
4099	12/31/2020	Open			Accounts Payable	REGIONS BAN, BIRMINGHAM, AL	\$109,283.33		
4100	12/31/2020	Open			Accounts Payable	REGIONS BAN, BIRMINGHAM, AL	\$53,683.95		
4101	12/31/2020	Open			Accounts Payable	REGIONS BAN, BIRMINGHAM, AL	\$553,907.52		
4102	12/31/2020	Open			Accounts Payable	REGIONS BAN, BIRMINGHAM, AL	\$306,110.22		
Type EFT Totals:					5 Transactions		<u>\$1,023,272.87</u>		
CORPORATE - CORPORATE ACCOUNT Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$1,023,272.87	\$0.00
	Total	5	\$1,023,272.87	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$1,023,272.87	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	5	\$1,023,272.87	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$1,023,272.87	\$0.00
	Total	5	\$1,023,272.87	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$1,023,272.87	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	5	\$1,023,272.87	\$0.00

City of Muncie  
**MRC EFTS**

From Payment Date: 12/31/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
CORPORATE - CORPORATE ACCOUNT									
<u>EFT</u>									
4095	12/31/2020	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$361,697.06		
4096	12/31/2020	Open			Accounts Payable	US BANK, N A CM-9705 (ACH)	\$96,129.53		
4097	12/31/2020	Open			Accounts Payable	FIRST MERCHANTS TRUST CO., N.A.	\$150,418.07		
Type EFT Totals:						3 Transactions	<u>\$608,244.66</u>		
CORPORATE - CORPORATE ACCOUNT Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$608,244.66	\$0.00
	Total	3	\$608,244.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$608,244.66	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$608,244.66	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$608,244.66	\$0.00
	Total	3	\$608,244.66	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$608,244.66	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	3	\$608,244.66	\$0.00

# MEMORANDUM

**Date:** February 18, 2021

**From:** Andrew Dale, Secretary of Muncie Redevelopment Commission

**To:** Dan Ridenour, Mayor and Interim MRC Director  
Brandon Murphy, MRC President  
MRC Commissioners

**Subject:** MRC Sustainable Muncie Working Group Framework Follow-Up

At the October 15, 2020 regular meeting of the Muncie Redevelopment Commission (MRC), I inquired about the disposition of the City of Muncie's loan, principal amount of \$4,470,000, for the benefit and use of and repayment by the Sustainable Muncie, Corporation (SMC). In response, Trent Conway, Controller shared that to date the City of Muncie has made bond payments but that starting in 2021 SMC is to commence making payments through the retirement of the loan. This arrangement is supported by a promissory note with an assignment of lease revenues of the SMC project to the MRC; all of which is supported by a note and additional security which serves as collateral. When asked if the City of Muncie is prepared to continue to make bond payments should SMC not be able to meet its debt obligations the Controller shared that provisions have been made in the case SMC cannot meet its debt obligations.

It is my recommendation that a framework be established to discern SMC's current lease occupancy, viability to retain and expand its lease occupancy, and confirm when SMC's repayment of debt will commence. Because the viability of SMC to make loan payment is unknown, I believe it would be proactive of the MRC to get ahead of any matters that impede agreed to arrangements; including conducting an audit of SMC financials and marketing of lease marketing practices. An additional inquiry is recommended to be undertaken that identifies building improvements yet completed and tied to existing loaned capital with the purpose of rendering an opinion of the prudence of completing yet completed improvements against value gained. SMC has two distinct properties where lease space is available: MadJax Makerforce located at the Northeast corner of East Jackson Street and S. Madison Street and Co:Lab located in the first floor of the former Roberts Hotel.

To achieve these objectives I propose that a working group of nine (9) individuals be assembled to inquire, investigate and answer the above-noted questions with deadline to complete its work within one-hundred and eighty days (180). I would suggest that two (2) members of the commission be appointed, the Controller of the City of Muncie, the MRC Director, the Director of Sustainable Muncie, The president of Sustainable Muncie, the MRC's SMC liaison, a member of the commercial real estate community and a member of Muncie's financial services community be included in the working group.

The intent of this exercise is to be proactive in the pursuit to help strengthen SMC's operations and mission, curtail any potential negative financial impacts on taxpayers, and help free-up City of Muncie financial resources for other advantageous purposes.

My hope is that we can approve this effort without delay.

City of Muncie  
SP  
INC

2016R13837  
MELANIE MARSHALL  
DELAWARE COUNTY RECORDER  
RECORDED ON  
10/28/2016 9:40 AM  
REC FEE: 20.00  
PAGES: 5

**PROJECT AGREEMENT & CONTRACT FOR DEED**

THIS DAY this project agreement and contract for deed (project agreement) is entered into by and between **The City of Muncie Redevelopment Commission, Todd Donati, Director (MRC)** and **Betty Roberts (Roberts)** on the terms and conditions and for the purposes hereinafter set forth:

**1.**

**CONDITIONAL SALE OF PROPERTY**

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, MRC does hereby agree to convey, sell, assign, transfer and set over unto Roberts within three (3) years and upon successful rehabilitation of the property to City of Muncie and Delaware County building code standards and requirements, the following property situated in 214 N Hackley, Muncie, Delaware County, State of Indiana (Property), said property being described as follows:

**A part of Lots Five (5) and Six (6) in Block Twenty (20) in Kirby's Third Addition to the City of Muncie, Delaware County, Indiana, described as follows:**

**Commencing in the West line of said Lot Five (5) at a point forty-three (43) feet and seven and one-half (7 ½) inches South of the Northwest Corner thereof, thence East parallel to the North line of said Lots Five (5) and Six (6) a distance of one hundred twenty-five (125) feet to the East line of said Lot Six (6); thence South with the said East line Forty (40) feet; thence West parallel to the North line of said Lots Five (5) and Six (6) a distance of one hundred twenty-five (125) feet to the West line of said Lot Five (5), thence North with the said West line Forty (40) feet to the place of beginning.**

**Commonly known as: 214 N Hackley Street, Muncie, IN 47305**  
**Parcel ID: 1110452007000**  
**Alternate ID: 18-11-10-452-007.000-003**

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and all other personal property now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

**2.**

**PRICE AND TERMS**

The total price of the property shall be Three Thousand Dollars (\$3,000.00). Upon the closing date of this transaction, Roberts does hereby agree to pay to Three Thousand Dollars (\$3,000.00). This amount is NON-REFUNDABLE. Roberts has agreed enter this project agreement for said property in conjunction with the City of Muncie Redevelopment Commission Residential program. An application



fee of \$200.00 was paid at the time Roberts submitted her application.

As agreed with the execution of this project agreement, MRC agrees to transfer the property via warranty deed upon the successful completion of rehabilitation of the property to the City of Muncie and Delaware County Building Codes standards and requirements. Roberts has three (3) years from the execution of this project agreement to meet these standards and requirements. Roberts will need to arrange a final inspection and written acknowledgement of meeting these standards and requirements from the City of Muncie Building Commissioner to transfer said property. Roberts agrees to live in the home for a minimum of three (3) years. If these terms, covenants, and conditions are not met or in the event of a default by Roberts for any and all other reasons, the property will be forfeited and her investment will be lost. No reimbursements to Roberts will be permitted.

3.

**TIME OF THE ESSENCE**

Time is of the essence in the performance of each and every term and provision in this project agreement by Roberts.

4.

**SECURITY**

This project agreement shall stand as security of the obligations of Roberts.

5.

**MAINTENANCE OF IMPROVEMENTS**

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this project agreement and shall not be removed therefrom. Roberts shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in good condition. MRC acknowledges that Roberts will be rehabilitating, making improvements, and taking remedial actions against the current condition of the property. This is not to be considered waste or damage.

6.

**CONDITION OF IMPROVEMENTS**

Roberts agrees that the MRC has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Roberts accepts the property in its "as-is" condition without warranty of any kind. A Seller's Residential Real Estate Sales Disclosure and Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards forms have been submitted by MRC of MRC's current actual knowledge of the condition of the property (Exhibit A & B).

7.

**POSSESSION OF PROPERTY**

Roberts shall take possession of the property and all improvements thereon upon execution of this project agreement and shall continue in the peaceful enjoyment of the property so long as the terms and conditions of this project agreement are timely made. Upon execution of this project agreement, Roberts agrees to begin the rehabilitation of the property to make it habitable, to meet the City of Muncie and Delaware County building codes within three years, and keep the property in a good condition thereafter. In the event of termination of this project agreement, Roberts agrees to return the property to MRC in substantially the same condition as it exists. MRC reserves the right to inspect the property at any time with twenty-four (24) hour notice to Roberts.

8.

**TAXES, INSURANCE AND ASSESSMENTS**

**Taxes and Assessments:** During the term of this project agreement Roberts shall pay all taxes and assessments levied against the property. In the event that MRC pays the taxes and insurance, Roberts shall reimburse MRC for same upon a thirty (30) day notice to Roberts of payment.

**Content Insurance:** Roberts shall be solely responsible for obtaining insurance of the contents, insuring contents owned by Roberts and adding MRC as an additional insured.

**Liability and Hazard Insurance:** Any and all liability insurance shall be maintained by Roberts during the term of this project agreement naming MRC as an additional insured. A copy of said liability insurance policy and any and all supplements, additions, or changes will be given to MRC by Roberts every year until legal transfer of said property occurs.

Should the Roberts fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, MRC may pay the same and have the buildings insured, and the amounts thus expended shall be requested to be reimbursed by Roberts to MRC or shall be a lien on said premises. In the case where Roberts fails to reimburse MRC for said insurance coverage, MRC will view this as a default as outlined in Paragraph 9 of this project agreement.

In case of any damage as a result of which said insurance proceeds are available, Roberts may, within sixty (60) days of said loss or damage, give to the MRC written notice of Roberts's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if Roberts elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this project agreement, and then toward any rehabilitation. No such prepayment shall defer the time for completion of said project agreement. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Roberts.

9.

**DEFAULT**

If the Roberts shall fail to perform any of the terms, covenants, or conditions contained in this project agreement on or before the date on which the performance is required, the MRC shall give Roberts notice of default or performance, stating the Roberts is allowed thirty (30) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 30-day time period, then MRC shall have the following remedies: give Roberts a written notice specifying the failure to cure the default and informing the Roberts that she must return possession of said property to MRC and any and all investment made in said property will be lost.

In the event of default in any of the terms and conditions under the terms of this project agreement and the project agreement is cancelled, MRC shall be entitled to immediate possession of the property.

The parties expressly agree that in the event of default not cured by the Roberts and termination of this project agreement, and Roberts fails to vacate the premises, MRC shall have the right to obtain possession by appropriate court action.

10.

**DEED AND EVIDENCE OF TITLE**

Upon total completion of the terms, covenants, and conditions under this project agreement, MRC agrees to deliver to Roberts a Warranty Deed to the property, at MRC's expense, free and clear of

any liens or encumbrances other than taxes and assessments for the current year.

**11.**

**NOTICES**

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return-receipt requested, to the Roberts or MRC at the addresses listed below. All notices required hereunder may be sent to:

**MRC:**

Todd Donati, Director  
300 N High Street  
Muncie, IN 47305  
Telephone: 765.288.6681

**Roberts:**

Betty Roberts  
214 N Hackley  
Muncie, IN 47305  
Telephone: 765.749.8320

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

**12.**

**ASSIGNMENT, MORTGAGE, OR SALE**

MRC and Roberts shall not sell, assign, transfer, mortgage, or convey any interest in the subject property or this project agreement, without first securing the written consent of the other party.

**13.**

**COMPLETION PRIOR TO THREE YEAR TERM**

Roberts reserves the right to meet all of the terms, covenants, and conditions under this project agreement prior to the three (3) year deadline for rehabilitation. Roberts will need to arrange a final inspection and written acknowledgement of meeting these standards and requirements from the City of Muncie Building Commissioner to transfer said property. Once the final written acknowledgement is received, Roberts will contact MRC to have the deed and other documents, if needed, are prepared to legally transfer said property.

**14.**

**ATTORNEY FEES**

In the event of default where no cure has occurred, each party is obligated to pay their own reasonable and actual attorney's fees and expenses incurred in enforcement of any rights.

**15.**

**ENTIRE AGREEMENT**

This project agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this project agreement.

**18.**

**AMENDMENT – WAIVERS**

This project agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

**19.**

**SEVERABILITY**

If any one or more of the provisions contained in this project agreement shall be held illegal or

unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this project agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this project agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

22.

**JOINT AND SEVERAL LIABILITY**

Roberts and any and all additional purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

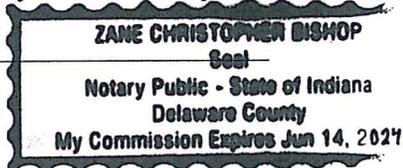
WITNESS THE SIGNATURES of the Parties this the 08 day of June, 2016.

*[Handwritten Signature]*

Todd Donati, Director  
The City of Muncie Redevelopment Commission

Subscribed and sworn to before me, a Notary Public, this 08 day of June, 2016.

My Commission Expires:



*ZCB*  
Notary Public  
Printed Name: Zane Bishop  
A Resident of Delaware County, Indiana



*Betty Roberts*  
Betty Roberts

Subscribed and sworn to before me, a Notary Public, this 8 day of June, 2016.

My Commission Expires:



*Cortney Badders*  
Notary Public  
Printed Name: Cortney Badders  
A Resident of Delaware County, Indiana

FILED  
AUDITOR  
OCT 28 2016 *500 ERP*

Contract prepared by *Megan Quirk* *ZCB*

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.  
Name Zane Bishop  
*Steven G. Cuyeff*  
DELAWARE CO. AUDITOR



**CITY OF MUNCIE COMMUNITY DEVELOPMENT**

February 12, 2021

City of Muncie Department of Redevelopment (MRC)  
300 N. High  
Muncie, Indiana 47305

Re: Invoice to Balance-Out Account 890 (HHF BEP)

The cash-balance for Account 890—used for Hardest Hit Fund Blight Elimination Program payments and reimbursements—factoring in all outstanding incoming and outgoing deposits and payments, respectively—is negative \$124,981.66, i.e.:

**\$124,981.66 is needing paid by the MRC to zero this account out.**

The primary reasons the account balance is negative are costly demolitions (those over \$25,000 per house) and maintenance costs & tax payments over \$1,000 per property, annually.

Through the program, a total of 249 residential parcels were cleared and \$3.58 million was spent on eligible expenses.

Please note that if Resolutions 2021-04 and -05 are passed as presented today, application fees & purchase prices totaling \$14,650.00 will be deposited into an MRC account.

Sincerely,

/s/

Zane Bishop, Community Development Planner  
City of Muncie

**RESOLUTION 2021-04**

**A RESOLUTION OF THE CITY OF MUNCIE REDEVELOPMENT COMMISSION  
AUTHORIZING THE TRANSFER OF REAL PROPERTY**

WHEREAS, the City of Muncie Redevelopment Commission (“Commission”) is authorized by IC 36-7-14-12.2 to acquire Real Property; and

WHEREAS, the Commission is authorized by IC 36-7-14-22 to offer properties for public sale; and

WHEREAS, the Commission is authorized by IC 36-7-14-12.2(a)(1) to sell real property through the conveyance of a land contract; and

WHEREAS, the properties listed in Exhibit A shall be considered by the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION THAT:

It will be in the best interest, for safety and economics that the Commission transfer the properties listed in Exhibit A.

This Resolution will be in full force and effect after adoption by the City of Muncie Redevelopment Commission on this date **February 18, 2021**.

COMMISSIONER	YEA	NAY	ABSTAIN	ABSENT
Brandon Murphy	_____	_____	_____	_____
Shareen Wagley	_____	_____	_____	_____
Andrew Dale	_____	_____	_____	_____
Jeff Howe	_____	_____	_____	_____
Isaac Miller	_____	_____	_____	_____

---

Brandon Murphy, President  
City of Muncie Redevelopment Commission

**EXHIBIT A**

COMMON ADDRESS & PARCEL	GRANTOR NAME	GRANTEE NAME & TAXING ADDRESS	PRICE (\$)
1424 W. 9th 18-11-16-355- 016.000-003	City of Muncie Redevelopment Commission	Djuane McPhaul 1208 E. 8th Muncie, Indiana 47302	1,000
1426 W. 11th 18-11-16-357- 015.000-003	City of Muncie Redevelopment Commission	Kyle West 1432 W. 11th Muncie, Indiana 47302	1,000
2124 S. Mulberry 18-11-22-110- 006.000-003	City of Muncie Redevelopment Commission	Kimberly Stonecipher 100 N. Winter New Castle, Indiana 47362	2,000

**RESOLUTION 2021-05**

**A RESOLUTION OF THE CITY OF MUNCIE REDEVELOPMENT COMMISSION  
AUTHORIZING THE TRANSFER OF REAL PROPERTY**

WHEREAS, the City of Muncie Redevelopment Commission (“Commission”) is authorized by IC 36-7-14-12.2 to acquire Real Property;

WHEREAS, the Commission is authorized by IC 36-7-14-22.6 to sell properties to abutting landowners;

WHEREAS, as defined by IC 36-7-14-22.6(a), an abutting landowner is an owner of property that touches, borders on, or is contiguous to the property that is the subject of sale, but does not constitute a public easement or public right-of-way;

WHEREAS, the Commission is authorized by IC 36-7-14-22 to offer properties for public sale;

WHEREAS, the properties listed in Exhibit A shall be considered by the Commission;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION THAT:

It will be in the best interest, for safety and economics that the Commission transfer the properties listed in Exhibit A.

This Resolution will be in full force and effect after adoption by the City of Muncie Redevelopment Commission on this date **February 18, 2021**.

COMMISSIONER	YEA	NAY	ABSTAIN	ABSENT
Brandon Murphy	_____	_____	_____	_____
Shareen Wagley	_____	_____	_____	_____
Andrew Dale	_____	_____	_____	_____
Jeff Howe	_____	_____	_____	_____
Isaac Miller	_____	_____	_____	_____

---

Brandon Murphy, President  
City of Muncie Redevelopment Commission

**EXHIBIT A**

COMMON ADDRESS & PARCEL	GRANTOR NAME	GRANTEE NAME & TAXING ADDRESS	PRICE (\$)	PROPOSED USE
500 BLK W. 8th 18-11-16-413-005.000-003	Muncie Redevelopment Commission	Dean Lee, LLC 1403 S. Liberty Muncie, Indiana 47302	100	Add land to existing park
3306 E. 13th 18-11-24-101-003.000-003	City of Muncie Department of Redevelopment	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	100	"Remain a groomed lot"
111 E. Berkley <sup>1</sup> 18-07-34-354-007.000-003	Muncie Redevelopment Commission	Kenneth & Nina Bartling 107 E. Berkley Muncie, Indiana 47303	100	"Side yard; garden"
514 S. Birch 18-11-16-179-002.000-003	Muncie Redevelopment Commission	Richard W. & Terri A. Harris 1219 S. Andrews Yorktown, Indiana 47396	100	Back yard
1712 E. Dudley <sup>2</sup> 18-11-14-104-032.000-003	Muncie Redevelopment Commission	John B. & Betty A. Cameron 1716 E. Dudley Muncie, Indiana 47302	3,500	Garage; room for dog; garden
214 E. Gilbert 18-11-10-352-012.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Develop single-family house
220 E. Gilbert 18-11-10-352-014.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Renovate single-family house
300 E. Gilbert 18-11-10-353-010.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Renovate single-family house
306 E. Gilbert 18-11-10-353-011.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Develop single-family house
314 E. Gilbert 18-11-10-353-013.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Renovate single-family house
1511 S. Hackley 18-11-15-379-009.000-003	Muncie Redevelopment Commission	Della Wesby 1515 S. Hackley Muncie, Indiana 47302	250	Expand yard; garden
1817 E. Highland 18-11-11-152-005.000-003	Muncie Redevelopment Commission	Billy & Rosie I. Harris 1821 E. Highland Muncie, Indiana 47303	100	"Parties for grandkids"
628 N. Jefferson 18-11-10-307-006.000-003	City of Muncie Redevelopment Commission	DogTown, LLC 519 N. Elm Muncie, Indiana 47305	200	Parking for offices in old church
1315 E. Kirby 18-11-15-260-004.000-003	Muncie Redevelopment Commission	Anita Brown 1353 E. Kirby Muncie, Indiana 47302	100	"Side yard"
627 N. Madison 18-11-10-308-023.000-003	City of Muncie Redevelopment Commission	TevFro Land Company, LLC P.O. Box 1293 Muncie, Indiana 47308	100	Warehouse for business

206 E. North <sup>3</sup> 18-11-10-312- 013.000-003	City of Muncie Redevelopment Commission	Matthew & Melinda Gilpin 224 E. North Muncie, Indiana 47305	1,000	“Large yard”
215 E. North <sup>4</sup> 18-11-10-352- 016.000-003	City of Muncie Redevelopment Commission	Matthew & Melinda Gilpin 224 E. North Muncie, Indiana 47305	1,000	“Naturalized greenspace”
302 E. North 18-11-10-313- 013.000-003	City of Muncie Redevelopment Commission	MDJ Construction, LLC 923 W. Bethel Muncie, Indiana 47303	200	Develop single-family house
527 S. Proud 18-11-16-215- 008.000-003	Muncie Redevelopment Commission	New Beginnings Movement Inc. 900 W. Powers Muncie, Indiana 47305	1,000	“Community garden”
2200 E. Purdue 18-07-35-180- 012.000-003	City of Muncie Department of Redevelopment	William R. Berkenbush 2300 E. Purdue Muncie, Indiana 47303	100	Side yard
1901 E. Yale <sup>5</sup> 18-07-35-307- 030.000-003	Muncie Redevelopment Commission	Bobcat Properties, LLC 520 S. Nichols #G Muncie, Indiana 47303	500	Side yard

Notes from Muncie Land Bank Disposition Committee:

1. The Bartling application for 111 E. Berkley was recommended over the Ainsworth, as (a) the Bartlings are homeowners and (b) the Ainsworths’ rental already has an existing extra lot as a side yard
  2. The Cameron application for 1712 E. Dudley was recommended over the Smith application, as (a) the Camerons live abutting this lot, (b) the Camerons offered more, and (c) Smith already has several lots nearby
  3. The Gilpin application for 206 E. North was recommended over the ENJ & MDJ applications, as (a) ENJ didn’t provide an updated plan, (b) Gilpin offered more, (c) this lot abuts the Gilpin homestead, and (d) MDJ is acquiring other properties from the MRC
  4. The Gilpin application for 215 E. North was recommended over the MDJ application, as (a) Gilpin offered more and (b) MDJ is acquiring other properties from the MRC
  5. The application from Bobcat for 1901 E. Yale was recommended over the application from Harden, as (a) Bobcat offered more and (b) Harden already has several lots nearby
- An offer from Hickory & Elm, LLC, for 707 N. Mulberry remains on the table, awaiting a detailed development plan & proof of financing
  - Offers from Ocean Life for Me, LLC, for 707 N. Mulberry & 804 N. Jefferson remain on the table, awaiting a detailed development plan
  - Offers from Joseph Patrick Shaw for 1115, 1125, and 1120 S. Elm remain on the table, awaiting a detailed development plan & proof of financing
  - An offer from Suresh Karlapudi for 516 E. 5th remains on the table, awaiting a detailed development plan
  - An offer from Brenda K. McCoy for 516 E. 5th remains on the table, awaiting payments on delinquent amounts on three properties owned & proof of financing
  - An offer from Joseph Parker for 1037 S. Burlington remains on the table, awaiting proof of financing

CITY OF MUNCIE REDEVELOPMENT COMMISSION

CONTRACT FOR SERVICES

NAME/ADDRESS OF CONTRACTOR: **All Seasons Landscaping, LLC, 8505 N. Shaffer, Muncie, Indiana 47303.**

SCOPE OF WORK:

Location of Property: **Scattered vacant lots & houses across the City; locations subject to change.**

Description of Work: **Litter/debris clearing, mowing, weed eating, vegetation removal, tree trimming where necessary; full details in attached request for proposals.**

MILESTONE SCHEDULE OF DATES:

Approximate Work Start Date: **March 1, 2021.**

Approximate Work Completion Date: **February 28, 2022.**

CONTRACT AMOUNT: **\$3.00 mowing per 1,000 square feet, rounded up to the nearest cent; \$40.00 weed eating per work-hour, rounded up to the nearest cent; \$70.00 tree trimming per work-hour, rounded up to the nearest cent.**

GENERAL CONDITIONS:

1. Contractor has familiarized itself with the Work, the location, and physical conditions at the location which may affect the Work, and all other information necessary to determine the means, methods and materials required to complete the Work as provided in this Contract.

2. The Contractor shall perform all Work and assume all obligations, duties and responsibilities necessary for the completion thereof, including the furnishing of all labor, supervision, materials, tools and equipment. The Work shall be done in a good and workmanlike manner, free of material defects, to the satisfaction of City of Muncie Redevelopment Commission ("Commission").

3. The Contractor shall be paid the Contract Amount upon acceptance of the Work and submission and approval of a claim for services to the Commission as required by law.

4. The Contractor shall provide worker's compensation, public liability and property damage insurance to protect land owners and the Commission from any liability for damage arising out of the performance of

the Work. The Contractor shall indemnify and hold the Commission and the City of Muncie harmless from all costs, charges, damages and liability for any act or omission of the Contractor, its agents or employees while this Contract remains in force.

5. The Work shall be done in a lawful manner, in compliance with all laws, rules and regulations of the duly constituted federal, state and local public authorities pertaining to such Work.

6. The Contractor shall not assign this contract, nor subcontract any part of the Work, nor part with the control thereof without the written approval of the Commission. If the Contractor is approved to employ sub-contractors to perform some part of the Work, the Contractor shall remain fully responsible for the performance of this Contract and solely liable for any payments to such sub-contractors.

7. Time is of the essence of this Contract. Upon failure of the Contractor to complete the Work in a timely manner, or to correct any defects in the Work as determined by the Commission, the Commission may terminate this Contract and engage someone else to complete the Work. The cost of having the Work completed will be subtracted from the Contract Amount due to the Contractor.

8. This Contract may not be amended or altered except in writing signed by the parties. This Contract shall be governed by the laws of the State of Indiana.

Dated: **February 18, 2021**

CONTRACTOR

COMMISSION

By: \_\_\_\_\_

**Nate Southerland**

**Owner**

**All Seasons Landscaping, LLC**

\_\_\_\_\_  
Brandon Murphy, President

\_\_\_\_\_  
Andrew Dale, Secretary

**CITY OF MUNCIE REDEVELOPMENT COMMISSION  
REQUEST FOR PROPOSALS  
PROPERTY MAINTENANCE**

At present, the Muncie Redevelopment Commission (Owner) owns **199** properties that need maintained on a regular basis. These Services include, but are not limited to, grass cutting, weed eating, tree trimming, edging litter removal, and removal of dumped debris. The number of properties is not set, and is subject to change at any time. Term of any contract awarded would be March 1, 2021 through February 28, 2022.

Contractors should submit the following, fully-completed documents, in the following order, to be considered:

1. Quote form (provided)
2. Financial statement (contractor's own format)
3. References (contractor's own format)
4. Non-Collusion Affidavit (form provided)
5. Certificate of Non-Segregated Facilities (form provided)
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (form provided)

Please provide a response by **Monday, February 8, 2021 by 4:00PM** to Zane Bishop at [zbishop@cityofmuncie.com](mailto:zbishop@cityofmuncie.com). Email any questions by **Monday, February 1, 2021 by 4:00PM** to the Supervisor at [zbishop@cityofmuncie.com](mailto:zbishop@cityofmuncie.com).

**Purpose:** The City of Muncie Redevelopment Commission (Owner) is seeking Proposals from qualified contractors, hereinafter referred to as the "Contractor," to provide property maintenance, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

**Eligibility:** To be eligible to respond to this RFP, the proposing Contractor must demonstrate that it has successfully provided Services similar to those specified in the Scope of Services section of this RFP.

**Scope of Services:**

- The Owner will furnish the Contractor with a list of properties needing maintained.
- The Contractor shall visit the properties on a regular basis to determine whether or not Services need performed at that time on that property.
- The Contractor shall be responsible for ensuring each property is maintained to an acceptable standard.
- To be considered acceptable, the property must:
  - (a) have grass or weeds at a height between 4 and 11.5 inches tall; or
  - (b) not have debris dumped on it; or
  - (c) not have large tree limbs or branches on the lot; or
  - (d) not have enough litter across the lot to be noticed when passing the lot at a speed of 10 miles per hour or higher
- Should a property not be considered acceptable, pursuant to the above conditions, all property maintenance Services should be performed where needed, including the following, which should be completed in the following order:
  - (1) cutting all weedy vegetation—including ivy—at its base; and
  - (2) removing all cut weedy vegetation; and

- (3) removing all dropped tree limbs, branches, and sticks; and
  - (4) removing all dumped debris; and
  - (5) removing all litter; and
  - (6) cutting grass or weeds to a height of 4 inches or below; and
  - (7) edging the sidewalk and curb; and
  - (8) weed-eating all vegetation growing directly in front of the curb, adjacent to the street; and
  - (9) weed-eating all vegetation growing in the cracks or expansion joints of the sidewalk.
- When the above Services are performed, they should be performed within the exact lines of the property, and the right-of-way directly perpendicular to the exact lines of the property.
  - The above Services should only be performed when needed; the Contractor shall not charge the Owner for Services not performed.
  - From time-to-time, the Contractor may be asked by the Owner to trim and/or remove small- or large-growth trees from the property. These Services should only be performed after being asked by the Owner and the Owner being provided a quote for these specific Services at a specific property and after the quote being accepted and signed-off on by the Owner.
  - The Contractor will complete the work order in a timely and professional manner.
  - Only employees of the Contractor shall perform all work under this contract. No work may be subcontracted without the written permission of the Owner.
  - The Contractor is to provide all supervision, materials, labor, equipment, service, operation and expertise required to perform duties required. The Contractor reflects the Owner and must be professional in conduct, attire and work performed.
  - Any questions received by the Contractor when maintaining or performing Services on a property by neighbors or other interested parties—other than replying that the Contractor is under Contract by the Owner to perform Services on the Owner's properties—should not be answered and should be directed to the Supervisor.
  - Work hours are Monday thru Friday, 8 AM to 5 PM; no work on Saturday or Sunday shall be allowed unless approved by Supervisor.
  - There shall be no additional charge to the Owner for the contractor to provide labor, equipment and materials for Contractor's damage (if any) to public or private property. Contractors shall prepare each proposal simply, providing a concise description of Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**Incurring Cost:** The Owner will not be liable for any cost which any Contractor may incur in connection with the preparation or presentation of its proposal(s) or demonstrations.

**Right to Reject:** The Owner reserves the right to reject any or all proposals in full or in part and to waive any informality or technicality in any proposal in the interest of the MRC.

**Selection Criteria:**

- Awards shall be determined by and based upon the best proposal that most adequately meets the needs of the Owner at the lowest price. In determining the best proposal, in addition to price, the Owner may consider:
- Quality, availability, and functional or suitability of the personal property, or contractual Services to the particular use intended;
- The ability, capacity and skill of the quoter to perform the contract or provide the service required;
- Whether the quoter can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

- The character, integrity, reputation, judgment, experience and efficiency of the quoter;
- The quality of performance of previous contracts or Services;
- The previous and existing compliance by the quoter with laws and ordinances relating to the contract or service;
- Whether the quoter is in default on payment of taxes, licenses or other moneys due to the City, State, County, or Federal Government. This factor alone shall justify disqualification.

**Contract Cancellation:** Either party may terminate the Contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 90 days in advance.

**Compliance:** The Contractor hereby agrees to abide with all applicable federal and state laws and regulations.

**Insurance:** The successful contractor must provide a Certificate of Insurance and Endorsement satisfactory to the Owner naming the Muncie Redevelopment Commission as additional insured. This certificate shall remain in force for the length of the contract and extensions. The Owner shall be given 30 days written notice prior to cancellation.

**Management Reports:** Upon request the Contractor shall summarize and concisely report pertinent information to the Owner in a timely manner, throughout the duration of any Contract resulting from this RFP.

**Relationship of the Parties:** In assuming and performing the obligations of any Contract, the Owner and any Contractor shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

**Equal Opportunity:** No Contractor of Services under this RFP shall discriminate against any employee, applicant for employment, or recipient of Services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

**Taxes:** Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any Services under a Contract, including taxes levied or incurred against Contractor's income, property, sales, or other taxes.

ZANE BISHOP, RESIDENTIAL PROGRAM ADMINISTRATOR  
CITY OF MUNCIE REDEVELOPMENT COMMISSION  
JANUARY 22, 2021