

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**November 18, 2024 at 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible to some individuals. If you encounter difficulties accessing material in this packet, please contact Anna Killion-Hanson, at [anna.killionhanson@bloomington.in.gov](mailto:anna.killionhanson@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

<https://bloomington.zoom.us/j/84637471501?pwd=rmhxSZ5pUilSkENxlgW2CbbUD7tzAD.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** – November 4, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – November 22, 2024, for \$1,425,593.27
- IV. EXAMINATION OF PAYROLL REGISTERS** – November 15, 2024, for \$43,098.46
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Updates
  - E. Hopewell Update
  - F. CDFI Update
- VI. NEW BUSINESS**
  - A. Resolution 24-80:** Approval of Trades District Conveyance Agreement with Dimension Mill, Inc.
  - B. Resolution 24-81:** Authorization to Issue Hopewell East Offering Packet
  - C. Resolution 24-82:** Approval of Amendment to Consulting Agreement with J.S. Held for Hopewell
  - D. Resolution 24-83:** Adoption of 2025 Spending Plan
  - E. Resolution 24-84:** Approval of Agreement with Tech Electronics of Indiana for The Forge
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**  
**met on Monday, November 4, 2024 at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton**  
**Street, Room 135, and via Zoom, with Secretary John West presiding:**  
**<https://catstv.net/m.php?q=13970>**

**I. ROLL CALL**

Commissioners Present: John West, Laurie McRobbie, Randy Cassady, and Sam Fleener, MCCSC Representative

Commissioners Absent: Deborah Myerson and Sue Sgambelluri

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller;

Others Present: John Fernandez, Senior Vice-President, The Mill; John Zody, Director, CDFI; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Joe Davis, Resident; Jen Pearl, Bloomington Economic Development Corporation

**II. READING OF THE MINUTES** – Lauri McRobbie moved to approve the October 21, 2024 minutes. Randy Cassady seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTERS** – Laurie McRobbie moved to approve the claim register for November 8, 2024, for \$1,234,058.53. Randy Cassady seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for October 18, 2024, for \$43,223.47. Laurie McRobbie seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** Anna Killion-Hanson reported working on renewing the 5-year consolidated plan. She said the Citizen's Advisory Committee (CAC) meetings should not be held until there is at least a draft of the updated plan, therefore, the meetings will be moved to January, 2025. An RDC representative is still needed to serve on the social service sub-committee. Randy Cassady will serve on the physical improvements sub-committee.

**B. Legal Report.** Larry Allen reported that there will be corrections needed to a few resolutions later tonight. Allen was available to answer questions.

**C. Treasurer's Report:** Jessica McClellan briefly reviewed the TIF status report that was included in the commission packet. McClellan was available to answer questions.

**D. Business Development Updates:** Jane Kupersmith was available to answer questions.

**E. Hopewell Update:** Mary Krupinski was available to answer questions.

**F. CDFI Update:** John Zody gave a brief CDFI update. The presentation slides were included in the commission packet and will be attached to the approved minutes.

## VI. NEW BUSINESS

- G. Resolution 24-78: Approval of Conveyance Agreement with Alluinn IU Trades District Hotel LLC.** Larry Allen pointed out a correction in the last whereas clause and the first operational clause of the resolution. The sale refers to tract three and it should be tracks 3 and 4. The agreement accurately reflects the parcels being sold.

In Resolution 24-40, the RDC approved a letter of intent with Alluinn IU & Pure Development, Inc. Allen stated that staff have negotiated a conveyance agreement with Alluinn to purchase tracts 3 and 4 for \$1,200,000.

John West requested that a sentence be added to the conveyance agreement requiring the earnest money to be deposited within 30 days of execution.

City staff answered questions from the commissioners.

John West asked for public comment. There were no comments from the public.

Randy Cassady moved to amend Resolution 24-78 with the correction in the last whereas clause and the first operational clause, replacing tract 3 with tract 3 and 4 and the additional sentence to the conveyance agreement requiring the earnest money to be deposited with 30 days of execution. Laurie McRobbie seconded the motion. The motion passed unanimously.

Laurie McRobbie moved to approve Resolution 24-78 as amended. Randy Cassady seconded the motion. The motion passed unanimously.

- A. Resolution 24-79: Approval of an Amended Engineering Contract for Hopewell West.** Larry Allen stated there is a correction to Exhibit A, which is the addendum. There is a typo just before the signature line where it refers to the 2<sup>nd</sup> addendum and should be the 3<sup>rd</sup> addendum.

In Resolution 23-37, the RDC approved the original preliminary engineering contract with Crossroad Engineers to design improvements for Hopewell West, including the new portion of Jackson Street, for an amount not to exceed \$606,640, and the RDC approved a first amendment to the agreement in Resolution 24-53 in a total amount not to exceed \$794,140. An amended scope of work to the contract is needed to add additional surveying, which will allow for accurate tie-in with the newly constructed Hopewell East improvements. City staff have negotiated an amended agreement with Crossroad Engineers for an additional amount of \$2,500 for a new total of \$796,640.

The Board of Public Works will consider approval of the amended agreement on November 4, 2024.

City staff answered questions from the commissioners.

John West asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-77 as corrected. Laurie McRobbie seconded the motion. The motion passed unanimously.

## B. BUSINESS/GENERAL DISCUSSION

- XI. ADJOURNMENT** – Randy Cassady moved to adjourn. Lauri McRobbie. The meeting adjourned at 6:01 p.m.

\_\_\_\_\_  
Deborah Myerson, President

\_\_\_\_\_  
John West, Secretary

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



**KERRY THOMSON  
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St 240  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN  
CONTROLLER**

CONTROLLER'S OFFICE

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## Claims Register Cover Letter

To: Redevelopment Commission  
From: Jessica McClellan, Treasurer  
Date: 11-22-2024 (\$1,425,593.27)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 11-09-2024 to 11-22-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script, reading "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller  
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 11-09-2024 to 11-22-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in cursive script, reading "Larry D. Allen".

Larry D. Allen  
Assistant City Attorney

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/24	Claims				\$1,425,593.27
					<u>\$1,425,593.27</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,425,593.27

Dated this 15<sup>th</sup> day of Nov year of 2024.

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office Cheryl Sullivan



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>47260 - Sale of Scrap</b>										
663 - Council Of Neighborhood Associations (CONA)	NBRCLNUP-11.24'	15-Neighborhood Cleanup-Broadview-(2) JB Salvage scrap metal	Paid by EFT # 62451		11/12/2024	11/12/2024	11/22/2024		11/22/2024	294.30
							Account <b>47260 - Sale of Scrap</b> Totals		Invoice Transactions 1	<u>\$294.30</u>
Account <b>53960 - Grants</b>										
19922 - Center For Sustainable Living, INC	S&SGRANT-2024	15-Seedling swap for neighborhood grant	Paid by EFT # 62437		11/12/2024	11/12/2024	11/22/2024		11/22/2024	500.00
							Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	<u>\$500.00</u>
							Program <b>151000 - Neighborhood</b> Totals		Invoice Transactions 2	<u>\$794.30</u>
Program <b>151600 - Title 16</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	092224	15-Microsoft 365 Subscription for Jo Stong	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	74.89
6891 - Gatehouse Media Indiana Holdings-Paper Subsc only	360519761-24	15-Newspaper Renewal Regular Subscription 12 month 09/06/24	Paid by Check # 79336		11/12/2024	11/12/2024	11/22/2024		11/22/2024	249.60
							Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 2	<u>\$324.49</u>
Account <b>53990 - Other Services and Charges</b>										
1235 - Monroe County Apartment Association	3692	15-October 2024 Luncheon - Hewett	Paid by Check # 79345		11/12/2024	11/12/2024	11/22/2024		11/22/2024	30.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$30.00</u>
							Program <b>151600 - Title 16</b> Totals		Invoice Transactions 3	<u>\$354.49</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 5	<u>\$1,148.79</u>
							Fund <b>101 - General Fund (S0101)</b> Totals		Invoice Transactions 5	<u>\$1,148.79</u>
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	5581775	15-Building Professional Institute training_Jo Stong	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	360.00
3560 - First Financial Bank / Credit Cards	5581698	15-Building Professional Institute training-R. Davis	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	360.00
							Account <b>53160 - Instruction</b> Totals		Invoice Transactions 2	<u>\$720.00</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 153 - LIT – Economic Development</b>											
Department <b>15 - HAND</b>											
Program <b>150000 - Main</b>											
Account <b>53910 - Dues and Subscriptions</b>											
3560 - First Financial Bank / Credit Cards	101879203	15-International Code Council Certification Renewal M. Swinney	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	110.00	
								Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 1	\$110.00
Account <b>53960 - Grants</b>											
3390 - Bates Mechanical, INC	45717	15-EHR-2603 S Bryan St-K. Purdy	Paid by EFT # 62411		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9,000.00	
7878 - Monroe County Identify & Reduce Invas. Species INC	IRIS-11.22.24	15-Neighborhood Improvement Grant 11/06/24	Paid by EFT # 62545		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,000.00	
								Account <b>53960 - Grants</b> Totals		Invoice Transactions 2	\$11,000.00
Account <b>53990 - Other Services and Charges</b>											
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1489	15-Social Media Marketing for the HAND Dept-10/31/24	Paid by EFT # 62488		11/12/2024	11/12/2024	11/22/2024		11/22/2024	580.00	
								Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$580.00
								Program <b>150000 - Main</b> Totals		Invoice Transactions 6	\$12,410.00
								Department <b>15 - HAND</b> Totals		Invoice Transactions 6	\$12,410.00
								Fund <b>153 - LIT – Economic Development</b> Totals		Invoice Transactions 6	\$12,410.00
<b>Fund 250 - CDBG</b>											
Department <b>15 - HAND</b>											
Program <b>150000 - Main</b>											
Account <b>53960 - Grants</b>											
6378 - ANN-KRISS, LLC	721-110424	15-CDBG-EHR-Gary Shields-1600 N. Willis, #63-int/ext prep floor	Paid by EFT # 551		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,200.00	
								Account <b>53960 - Grants</b> Totals		Invoice Transactions 1	\$2,200.00
								Program <b>150000 - Main</b> Totals		Invoice Transactions 1	\$2,200.00
								Department <b>15 - HAND</b> Totals		Invoice Transactions 1	\$2,200.00
								Fund <b>250 - CDBG</b> Totals		Invoice Transactions 1	\$2,200.00



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Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 254 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
8655 - Benevate INC (Neighborly Software)	Inv12943	15-2 License subscription for 10/8/24-03/29/25	Paid by EFT # 286		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,472.00
8852 - Stephanie Hyten LaFontaine	000435562	15-reimb-Mo Co Rec-recording fees-Home fund documents-10/25/24	Paid by EFT # 287		11/12/2024	11/12/2024	11/22/2024		11/22/2024	55.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 2	<u>\$2,527.00</u>
							Program <b>150000 - Main</b> Totals		Invoice Transactions 2	<u>\$2,527.00</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 2	<u>\$2,527.00</u>
							Fund <b>254 - HOME</b> Totals		Invoice Transactions 2	<u>\$2,527.00</u>
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP13	15-Milestone-Hopewell PH1 E. Infrastructure-Sept 2024-App 12	Paid by Check # 79333		11/12/2024	11/12/2024	11/22/2024		11/22/2024	66,541.25
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP13	15-Hopewell Phase 1 East Infrastructure 9/1-09/30/24-App 13	Paid by EFT # 62541		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,264,283.74
3444 - Rundell Ernstberger Associates, INC	2022-1671-24	15-Hopewell Phase 1 East - Inspection -serv thru 9/30/24	Paid by EFT # 62584		11/12/2024	11/12/2024	11/22/2024		11/22/2024	35,508.36
5907 - Natalie R Clark (Belcher Fencing LLC)	614	15-Old Blgtn Hospital site construction fence relocation	Paid by EFT # 62443		11/12/2024	11/12/2024	11/22/2024		11/22/2024	14,723.50
8809 - U3 Advisors, INC	4028-024-010	15-Project Management-development of Hopewell -Oct 2024	Paid by EFT # 62622		11/12/2024	11/12/2024	11/22/2024		11/22/2024	10,686.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 5	<u>\$1,391,742.85</u>
							Program <b>159001 - Adams Crossing Area</b> Totals		Invoice Transactions 5	<u>\$1,391,742.85</u>
							Department <b>15 - HAND</b> Totals		Invoice Transactions 5	<u>\$1,391,742.85</u>
							Fund <b>439 - Consolidated TIF</b> Totals		Invoice Transactions 5	<u>\$1,391,742.85</u>
<b>Fund 444 - RDC</b>										



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Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7077 - Kings III of America, LLC (Kings III Emergency)	2723545	06-Elevator Phone @ College Sq-applied thru 10/29/24	Paid by EFT # 62523		11/12/2024	11/12/2024	11/22/2024		11/22/2024	154.86
7414 - MAP Communications, INC (Live Voice)	000034-578-981	06-College Square-S. College-answering service-November 2024	Paid by Check # 79344		11/12/2024	11/12/2024	11/22/2024		11/22/2024	35.48
6688 - SSW Enterprises, LLC (Office Pride)	Inv-231769	06-Janitorial Service at College Square-11/1/24	Paid by EFT # 62599		11/12/2024	11/12/2024	11/22/2024		11/22/2024	397.50
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000524	15-Lawncare-RDC owned Properties-October 2024	Paid by EFT # 62429		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,160.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000525	15-Hopewell Site Clean-up- 11/04/24	Paid by EFT # 62429		11/12/2024	11/12/2024	11/22/2024		11/22/2024	4,920.00
7402 - Nature's Way, INC	66524	15-Interior Maintenance Billing for Showers West 10/23/24	Paid by EFT # 62553		11/12/2024	11/12/2024	11/22/2024		11/22/2024	144.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-232286	15-Janitorial Services- 5x per week- Showers West - 11/1/24	Paid by EFT # 62599		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,648.00
208 - City Of Bloomington Utilities	17199-002 1024	04-206 S. College-water/sewer bill-October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	298.64
208 - City Of Bloomington Utilities	14660-004 1024	04-College Sq-216 S. College-water/sewer bill-October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	148.95
223 - Duke Energy	9101205750331 024	04-College Sq-226 S. College Ave-elec chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	489.96
223 - Duke Energy	9101205758431 024	04-College Sq-200 S. College Ave-elec. chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	55.70
223 - Duke Energy	9101205761751 024	04-College Sq-202 S. College-elec. bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	132.15
223 - Duke Energy	9101205753641 024	04-College Sq-204 S. College Ave-electric bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	595.72
223 - Duke Energy	9101205762901 024	04-College Sq-208 S. College-elec. bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	495.02



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205763991024	04-College Sq-210 S. College Ave-elec. chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	132.66
223 - Duke Energy	9101205756791024	04-College Sq-222 S College Ave - elec serv 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	326.12
223 - Duke Energy	9101205760181024	04-College Sq-222 S College Ave -elec bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	195.05
223 - Duke Energy	9101205757281024	15-105 4th St W Misc Office 4-elec chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	123.81
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2110624	04-College Sq-200 S. College-gas bill 10/02/24-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	32.89
208 - City Of Bloomington Utilities	4995-004 1024	15-627 N Morton Street-water/sewer bill October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	61.39
223 - Duke Energy	9101205748681024	15-105 W 4th St-Misc:Office 2-elec chgs 09/28/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	87.97
223 - Duke Energy	9101212104031024	15-105 W 4th St Misc Office 1-elec chgs 09/26/24-10/25/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	24.95
223 - Duke Energy	9101704000360924	15-617 N Madison St-Fire Pump-elec chgs 08/27/24-09/20/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	17.72
223 - Duke Energy	9101704000361024	15-617 N Madison St-Fire Pump-elec chgs 09/21/24-10/23/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	21.26
2260 - Republic Services, INC	0694-003530729	04-627 N Morton-trash serv-Nov 2024-coverage 9/26-10/17	Paid by EFT # 62384		11/13/2024	11/13/2024	11/13/2024		11/13/2024	453.11
12283 - Smithville Communications	401NMR TN-110124	25-Smithville-Internet November 2024- includes BFD	Paid by Check # 79328		11/13/2024	11/13/2024	11/13/2024		11/13/2024	385.00
223 - Duke Energy	9101205752311024	04-216 S. College-elec chgs 09/26/24-10/28/24	Edit		11/20/2024	11/20/2024	11/20/2024			113.19
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0110624	04-College Sq-216 . College-gas bill 10/02/24-11/01/24	Edit		11/20/2024	11/20/2024	11/20/2024			98.53



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 28	\$13,749.63
							Program <b>150000 - Main</b> Totals		Invoice Transactions 28	\$13,749.63
							Department <b>15 - HAND</b> Totals		Invoice Transactions 28	\$13,749.63
							Fund <b>444 - RDC</b> Totals		Invoice Transactions 28	\$13,749.63
Fund <b>905 - Housing Develop (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
7768 - Bloomington Cooperative Living Incorporated	Oct-24	15-HDF-410 W. Kirkwood Ave-October 2024 Bookkeeping	Paid by EFT # 62417		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,815.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$1,815.00
							Program <b>150500 - Housing</b> Totals		Invoice Transactions 1	\$1,815.00
							Department <b>15 - HAND</b> Totals		Invoice Transactions 1	\$1,815.00
							Fund <b>905 - Housing Develop (Ord16-41)(S9506)</b> Totals		Invoice Transactions 1	\$1,815.00
							Grand Totals		Invoice Transactions 48	\$1,425,593.27



**KERRY THOMSON  
MAYOR**

**CITY OF BLOOMINGTON**  
401 N Morton St

Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN  
CONTROLLER**

**CONTROLLER'S OFFICE**  
p 812.349.3416

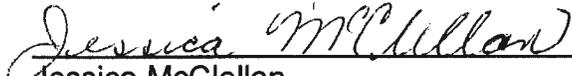
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** November 15, 2024  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 10/28/2024 to 11/10/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

  
\_\_\_\_\_  
Jessica McClellan  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/15/24 - 11/15/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	11/15/2024	2,277.42		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42		\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
			\$0.00	\$0.00	\$2,139.37	\$2,239.37	\$2,239.37	\$2,139.37	\$2,139.37		
10000 Bixler, Daniel R 2594	11/15/2024	1,705.68		.00	128.81	95.71	22.39	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68		\$0.00	\$128.81	\$95.71	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.67
			\$0.00	\$0.00	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95	\$1,543.95		
2972 Caswell, Tammy M	11/15/2024	2,134.61		.00	158.52	130.92	30.62	67.72	45.08	80.70	1,621.05
			.00	.00	2,096.60	2,111.60	2,111.60	2,096.60	2,096.60		
		\$2,134.61		\$0.00	\$158.52	\$130.92	\$30.62	\$67.72	\$45.08	\$80.70	\$1,621.05
			\$0.00	\$0.00	\$2,096.60	\$2,111.60	\$2,111.60	\$2,096.60	\$2,096.60		
10000 Collins, Barry 0111	11/15/2024	1,125.00		.00	179.81	69.75	16.31	36.34	19.69	.00	803.10
			.00	.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00		
		\$1,125.00		\$0.00	\$179.81	\$69.75	\$16.31	\$36.34	\$19.69	\$0.00	\$803.10
			\$0.00	\$0.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00		
2771 Council, David R	11/15/2024	1,742.80		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80		\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.80
			\$0.00	\$0.00	\$1,363.54	\$1,433.54	\$1,433.54	\$1,363.54	\$1,363.54		
3232 Davis, Rebecca D	11/15/2024	1,857.69		.00	174.17	111.13	25.99	56.74	35.75	106.35	1,347.56
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69		\$0.00	\$174.17	\$111.13	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.56
			\$0.00	\$0.00	\$1,756.54	\$1,792.54	\$1,792.54	\$1,756.54	\$1,756.54		
10000 Finley, Christina L 0187	11/15/2024	3,403.85		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
		\$3,403.85		\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
			\$0.00	\$0.00	\$3,400.35	\$3,410.35	\$3,410.35	\$3,400.35	\$3,400.35		
2393 Hayes, Chastina J	11/15/2024	1,899.68		.00	145.17	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.41	1,852.41	1,852.41	1,827.41	1,827.41		
		\$1,899.68		\$0.00	\$145.17	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
			\$0.00	\$0.00	\$1,827.41	\$1,852.41	\$1,852.41	\$1,827.41	\$1,827.41		
3496 Hershman, Felicia J	11/15/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77		\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
			\$0.00	\$0.00	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/15/24 - 11/15/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
10000 Hewett, John H 0251	11/15/2024	2,311.86		.00	197.45	130.24	30.46	63.00	39.69	454.02	1,397.00
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86		\$0.00	\$197.45	\$130.24	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.00
3183 Hyten LaFontaine, Stephanie L	11/15/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	11/15/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
		\$4,507.16		\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	11/15/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
2557 Radewan, Tonda L	11/15/2024	1,672.01		.00	.00	94.57	22.12	48.03	30.26	146.70	1,330.33
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01		\$0.00	\$0.00	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,330.33
1378 Sandweiss, Noah S	11/15/2024	2,307.70		.00	247.47	137.67	32.19	70.48	44.08	102.48	1,673.33
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70		\$0.00	\$247.47	\$137.67	\$32.19	\$70.48	\$44.08	\$102.48	\$1,673.33
10000 Stong, Mary J 0471	11/15/2024	2,019.80		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	11/15/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11		\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	11/15/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/15/24 - 11/15/24  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	11/15/2024	2,082.98		.00	113.03	129.14	30.20	60.82	38.32	224.25	1,487.22
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98		\$0.00	\$113.03	\$129.14	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.22
728 Wright, Edward E	11/15/2024	1,701.00	\$0.00	\$0.00	\$1,882.98	\$2,082.98	\$2,082.98	\$1,882.98	\$1,882.98	167.00	1,185.39
			.00	.00	151.07	96.97	22.68	50.52	27.37		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
			\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$43,098.46		\$0.00	\$3,525.30	\$2,553.39	\$597.18	\$1,277.50	\$793.31	\$3,926.27	\$30,425.51
			\$0.00	\$0.00	\$39,858.10	\$41,184.10	\$41,184.10	\$39,858.10	\$39,858.10		
Grand Totals		\$43,098.46		\$0.00	\$3,525.30	\$2,553.39	\$597.18	\$1,277.50	\$793.31	\$3,926.27	\$30,425.51
			\$0.00	\$0.00	\$39,858.10	\$41,184.10	\$41,184.10	\$39,858.10	\$39,858.10		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**

**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
11/15/2024	Payroll				43,098.46
					<u>43,098.46</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 43,098.46

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_

**24-80  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONVEYANCE AGREEMENT WITH DIMENSION MILL INC. FOR  
PROPERTY LOCATED WITHIN THE TRADES DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within the 65-acre Bloomington Certified Technology Park known as the Trades District; and
- WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32 for the Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Trades District to new owners; and
- WHEREAS, in 2018, work was completed on infrastructure improvements and the renovation of the Dimension Mill to further the redevelopment the Trades District; and
- WHEREAS, the RDC authorized a notice of offering for the Trades District parcels in Resolution 23-47 pursuant to Indiana Code § 36-7-14-22; and
- WHEREAS, in August of 2024, Indiana University, in partnership with the City and Dimension Mill, Inc. (“The Mill”), was awarded a College and Community Collaboration grant from the Lilly Endowment (“CCC Grant”); and
- WHEREAS, as part of the terms of the CCC Grant, the RDC would sell the remaining parcels of real estate within the Trades District (“Tracts 1 and 2”) to The Mill at the offering price listed by the RDC to accelerate the development and investment within the Trades District; and
- WHEREAS, pursuant to the terms of the CCC Grant, City staff have negotiated a conveyance agreement of the remaining vacant real estate within the Trades District to sell the real estate to The Mill for \$4,600,000, which is attached to this Resolution as Exhibit A (“Conveyance Agreement”); and

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

1. The sale of the Tracts 1 and 2 will aid in the development of the Trades District and will enhance the development and economic development of the Consolidated TIF.
2. The RDC approves of the Conveyance Agreement, attached to this Resolution as Exhibit A, and authorizes RDC President Deborah Myerson to sign on its behalf.

3. The RDC authorizes City staff to make the expenditures necessary to perform its obligations under the Conveyance Agreement, including obtaining title insurance and an updated All Appropriate Inquiries (AAI) compliant Phase I Environmental Site Assessment. City staff shall report on the cost of these items at the next meeting of the RDC.
4. The RDC further authorizes its President, Deborah Myerson, her successor, or her assign to sign any necessary closing documents on the RDC's behalf.
5. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
Deborah Myerson, President

ATTEST:

\_\_\_\_\_  
John West, Secretary

\_\_\_\_\_  
Date

**REAL ESTATE CONVEYANCE AND PROJECT AGREEMENT**

This Real Estate Conveyance and Project Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of November, 2024, by and between the City of Bloomington Redevelopment Commission (“RDC”), The Dimension Mill, Inc., an Indiana non-profit corporation (“The Mill”).

**RECITALS**

1. The RDC owns real property and improvements located within Bloomington’s Trades District (hereinafter referred to as “Real Estate”) in Monroe County, Indiana, which is more particularly described in Exhibit A:
  1. Tract 1 – 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005
  2. Tract 2 – 53-05-33-200-012.003-005 and 53-05-32-100-035.000-005
2. Indiana University Bloomington secured funding from the Eli Lilly Foundation’s College and Community Collaboration (“CCC”) grant program for the purpose of accelerating the transformation of the Trades District and thereby jumpstarting regional and community economic growth.
3. A portion of the CCC proceeds shall fund The Mill’s acquisition of the Real Estate as a part of the nonprofit purpose and mission of the Mill to promote and create entrepreneurship, business creation and contribute to the economic vitality of the region.
4. Pursuant to Indiana Code Section 36-7-14-22, the RDC desires to convey the Real Estate to The Mill and, pursuant to its governing authority, The Mill desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and The Mill covenant and agree as follows:

**TERMS AND CONDITIONS**

1. **Agreement to Convey and Purchase Price.** The RDC agrees to convey the Real Estate to The Mill for Four Million Six Hundred Thousand Dollars (\$4,600,000.00) and for other valuable consideration described in this Agreement (“Purchase Price”). The Mill agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by The Mill to RDC in accordance with Section 1(B) below, in immediately available cash proceeds.
2. **Closing.** The purchase, sale and transfer of the Real Estate shall be closed within thirty (30) days following the expiration of the Initial Feasibility Period or The Mill’s waiver of the Conditions Precedent, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase, sale and transfer of the Real Estate shall be closed at an exact time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase, sale and transfer of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”

3. **Conditions Precedent to Closing.** The Mill's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent ("Conditions Precedent"):

A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to The Mill's free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (a) current real estate taxes not delinquent;
- (b) rights of tenants under written leases;
- (c) any and all matters which would be disclosed by a survey of the Real Estate;
- (d) zoning ordinances and other governmental restrictions affecting the use of the Real Estate; and
- (e) such other liens, claims, encumbrances, interests or matters of record or as may be approved by Buyer;

(collectively, the matters set forth in paragraph 3A above are herein referred to as the "Permitted Exceptions").

As evidence of such title, RDC shall, at the RDC's sole cost and expense, obtain and deliver to The Mill, as soon as practicable after the date hereof, but in no event more than **twenty-one (21)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Capstone Title Partners ("the Title Company"), together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a limited warranty deed from RDC to The Mill, The Mill shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by The Mill, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from The Mill, or are not waived by The Mill in writing, this Agreement shall terminate and neither party shall have any further obligation hereunder. RDC shall cause the final owner's policy of title insurance to be delivered to The Mill within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be shared by The Mill and the RDC in equal amounts.

B. **Feasibility Period.** The Mill shall have **thirty days (30)** days after execution of this Agreement ("Initial Feasibility Period") to determine whether the Real Estate is suitable, in The Mill's sole discretion, for The Mill's Intended Use as defined below ("Initial Feasibility Period"); provided, however, The Mill may extend the Initial Feasibility Period for an additional **thirty (30)** days by providing the RDC with written notice on or

before the expiration of the original thirty (30) day Initial Feasibility Period. If The Mill, in its sole and absolute discretion, is not satisfied with the results of its due diligence review, The Mill shall have the right, on notice to RDC, to terminate this Agreement at any time prior to the expiration of the Initial Feasibility Period (“Due Diligence Termination Notice”). If The Mill shall timely deliver the Due Diligence Termination Notice, then this Agreement shall be deemed terminated and of no further effect, and the Parties shall not have any further rights or obligations under or by reason of this Agreement. During the Initial Feasibility Period, The Mill may pursue examination of all matters relating to the Real Estate and its suitability for the Intended Use, including but not limited to the following:

- i. **Survey**. The Mill may, at The Mill’s sole cost and expense, cause an ALTA land survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to The Mill in all respects. Any such Survey shall be ordered by The Mill promptly following the Effective Date. Any objection to the results of the Survey shall be communicated to RDC before the expiration of the Initial Feasibility Period or within five (5) of receipt of such survey, whichever is first-occurring. Notwithstanding anything in the Agreement to the contrary, if any objections raised by The Mill are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from The Mill, or are not waived in writing by The Mill, this Agreement shall terminate and neither party shall have any further obligation hereunder.
  - ii. **Condition of Real Estate and Assessments**. The RDC shall within ten (10) days after the Effective Date to deliver any appraisals, environmental reports or studies in its possession to The Mill. Additionally, the RDC shall deliver an updated All Appropriate Inquiries (AAI) compliant Phase I Environmental Site Assessment of the Real Estate (“Updated Phase I”) within thirty (30) days after the Effective Date. If recommended in the Updated Phase I, The Mill may, at The Mill’s sole cost and expense, cause an updated Phase II environmental assessment (“Updated Phase II”) to be prepared within thirty (30) days of receiving recommendation for Updated Phase II which shall automatically and without further action of the parties, extend the Initial Feasibility Period to accommodate the time needed to complete the Updated Phase II. The Mill may inspect the property and obtain additional environmental site assessments, at The Mill’s sole expense, it deems necessary.
  - iii. **Government and Land Use Approvals**. The Mill, at its expense, shall secure zoning, building plan, and any such other governmental approval and permits as may be required for The Mill to utilize the Real Estate for the Mill’s Intended Use (collectively “Approvals”).
- C. **Trades District Advisory Board**. Prior to Closing and as a condition to performance by the Mill, The Mill shall have received approval from the Trades District Advisory for use of CCC funds to effectuate this Agreement.

4. **Retention Requirements**. The RDC’s conveyance is subject to the following restrictions:

- A. **Development Schedule**. The Mill agrees to begin promoting and marketing the Real Estate for economic development within **thirty (30) days from the Closing Date**, except due to circumstances beyond The Mill’s control, which includes, without limitation, obtaining required permits; provided, however, the Mill may also extend such thirty (30)

day period for an additional thirty (30) days for circumstances within the Mill's control by providing the RDC with written notice prior to the expiration of the initial thirty (30) day period.

- B. **Intended Use.** The Mill will market, develop and promote the Real Estate consistent with the the nonprofit purpose of the Mill as well as the City's Comprehensive Plan, UDO and its Certified Technology Park Master Plan, all to encourage and promote public and private investment, job creation and high technology business development and expansion.
- C. **Trades District & Technology Center Agreement.** The Parties have entered into a partnership agreement called the Trades District & Technology Center Agreement ("Partnership Agreement"). The Parties agree that they will amend and extend the Partnership Agreement to extend beyond the CCC grant period, and the terms therein shall inform the Parties' joint cooperation, reporting, and development of the development of the Trades District generally.
- D. **Survival.** This Section 4 shall survive the Closing and remain in effect for five (5) years from the Closing Date.

- 5. **Reversion to RDC.** As part of the consideration for this conveyance, The Mill and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Agreement. If The Mill fails to begin development of the Real Estate for the Intended Use detailed in Article 4C within five (5) years of the Closing Date, the Real Estate the RDC shall have the option to purchase The Real Estate in accordance with this Section 5.

If at any time within five (5) years after the Closing Date, The Mill materially fails to comply with the Retention Requirements, as defined by Section 4, above, and such breach continues for ninety (90) days after written notice from the RDC, then the Real Estate herein conveyed, except as has may have then been conveyed to a third-party purchaser, together with any improvements ("Remaining Real Estate") may, at the sole option of the RDC, be purchased by the RDC as defined below.

If RDC executes its option to purchase the Remaining Real Estate under this Section, the RDC shall purchase the Remaining Real Estate for the Purchase Price. The RDC shall also pay all of the costs and expenses of the conveyance that may arise under the terms of this Section.

This Section 5 shall survive the Closing and remain in effect for a period of five (5) years from the Closing Date after which date the RDC shall have no continuing right of reversion.

- 6. **Limited Warranty Deed and Other Documents.** The RDC agrees to deliver a limited warranty deed to The Mill at Closing. The RDC and The Mill also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
  - A. **As-Is, Where Is and No Warranty or Other Representation.** The Mill understands and acknowledges that, upon the Closing, the Real Estate shall be transferred by the RDC "as is, where is, and with all faults" and, other than the express representations

made by the RDC in this Agreement, the RDC makes no other representations or warranties regarding the Real Estate, its feasibility for The Mill's Intended Use, or condition of the Real Estate. The Mill relies solely on its own evaluation and determination regarding matters relating to the Real Estate.

**B. RELEASE.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING, EACH PARTY RELEASES THE OTHER PARTY, AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, CITY STAFF, AGENTS, AND ANY SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS WHICH THE RELEASING PARTY OR ANY PARTY RELATED TO OR AFFILIATED WITH RELEASING PARTY HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER RELATED TO OR IN CONNECTION WITH THE REAL ESTATE OTHER THAN THOSE CLAIMS ARISING OUT OF GROSS NEGLIGENCE, FRAUDULENT ACTIONS, OR INTENTIONAL MISREPRESENTATION BY THE RELEASED PARTIES. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO ITS EXPRESS TERMS AND PROVISIONS.

7. **Time and Place of Closing.** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and The Mill but shall occur no later than thirty (30) days after the conclusion of the Feasibility Period or any extension thereof.

8. **Closing Adjustments and Prorations.**

A. **Taxes.** The RDC acknowledges that the Real Estate is currently exempt from property taxation and under the Mill's nonprofit status, should likewise remain exempt from property taxation. To the extent such tax is imposed after the Closing, the Mill shall be obligated for taxes and assessments.

B. **Recording Fees.** The RDC shall pay all recording costs related to the conveyance of the Real Estate to The Mill.

C. **Insurance Contracts.** All insurance maintained by the RDC in respect of the Real Estate, if any, shall be canceled as of the Closing Date. RDC shall bear the risk of loss up to and including the date of the Closing.

D. **Other Closing Costs.** Each party shall be responsible for any other ordinary and customary closing costs incurred by it.

9. **Covenants and Assurances.**

A. The RDC and The Mill acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.

B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted

Exceptions and those encumbrances that shall be removed at Closing except as accepted by the Mill.

- C. There are no mechanic's or materialmen's liens against the Real Estate, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Real Estate in respect of which liens may or could be filed against the Real Estate.
  - D. The Mill shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, and the terms of the CCC grant that apply to The Mill.
  - E. This Agreement constitutes the sole and only agreement between the RDC and The Mill and supersedes any prior understanding or written or oral agreements between the RDC and The Mill respecting the transaction.
  - F. The courts sitting in Monroe County, Indiana shall have jurisdiction arising from any dispute hereunder and the parties agree to submit to such jurisdiction.
10. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached as of the Closing Date, then the non-breaching may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover reasonable attorneys' fees incurred in connection with any such action.
11. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing, , sent by registered or certified mail, return receipt requested, in each case, addressed appropriately as follows:
- If to The Mill:           The Dimension Mill, Inc.  
                                  ATTN: John Fernandez  
                                  642 N. Madison Drive  
                                  Bloomington, IN 47404
- If to RDC:                 The Redevelopment Commission of Bloomington, Indiana  
                                  Attn.: Corporation Counsel  
                                  City of Bloomington Legal Department  
                                  401 N. Morton St, Ste. 220  
                                  Bloomington, IN 47404
- Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.
12. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from The Mill to an LLC created The Mill.

13. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed.
14. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
15. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties intend that faxed signatures or electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties
17. **Modification.** This Agreement may not be changed or modified except by an agreement in writing signed by the parties hereto.
18. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
19. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between the RDC and The Mill with respect to the Real Estate and the transaction contemplated herein.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

[Signature page follows.]

**IN WITNESS WHEREOF**, the RDC, The Mill [and the City of Bloomington] have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

**THE DIMENSION MILL, INC**

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

By: \_\_\_\_\_  
Pat East, Executive Director

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

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

ATTEST:

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

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

**CITY OF BLOOMINGTON, INDIANA**

By: \_\_\_\_\_  
Margie Rice, Corporation Counsel

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

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, 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.

/s/ Larry D. Allen  
Attorney No. 30505-53

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared, \_\_\_\_\_,  
President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate  
Conveyance Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared \_\_\_\_\_, on behalf of The Dimension Mill, Inc. and executed the foregoing Real Estate Conveyance and Project Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for the State of Indiana, personally appeared \_\_\_\_\_, on behalf of the City of Bloomington, Indiana, and executed the foregoing Real Estate Conveyance and Project Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Commission Number: \_\_\_\_\_

EXHIBIT A: LEGAL DESCRIPTIONS

Tract 1:

Address: 621 N. Rogers Street  
Parcel No. 53-05-32-100-036.000-005  
Legal Description: 013-69040-00 Trades District West Ph 1 Lot 2

Common Address: 553 W 11<sup>th</sup> Street  
Parcel No. 53-05-32-112-088.000-005  
Legal Description: 013-76310-00 Maple Heights 2nd Lots 46-50

Tract 2:

Address: 391 W. 11<sup>th</sup> Street  
Parcel No: 53-05-32-100-035.000-005  
Legal Description: 013-62690-00 Trades District Amendment 1 Part Lot 3 (Lot 3A 1.54 A in section 32 see 013-74430-03 for part in section 33)

Address: 641 N Madison Street  
Parcel No. 53-05-33-200-012.003-005  
Legal Description: 013-74430-03 Trades District Amendment 1 Part Lot 3 (Lot 3B 0.45 A in section 33 see 013-62690-00 for part in section 32)

**24-81  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF NOTICE OF OFFERING FOR HOPEWELL EAST  
(BLOCKS 1, 2, AND 3)**

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site (“Hopewell Project”), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and

WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publically offer property for sale; and

WHEREAS, in order to publically offer property for lease in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times* in accordance with Indiana Code § 5-3-1-2(e);

WHEREAS, after significant infrastructure investments and site improvements, City staff have prepared a notice of offering for Hopewell East (Blocks 1, 2, and 3), which is attached to this Resolution as Exhibit A; and

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

1. The RDC reaffirms its support for the Hopewell Project.
2. The RDC finds that the sale of the real estate in Hopewell East (Blocks 1, 2, and 3) will enhance the development and economic development of the Consolidated TIF and the Hopewell Project.
3. The RDC authorizes City staff to issue the offering packet and publish a notice of offering to solicit additional bids for the parcels, which are attached to this Resolution as Exhibit A.

4. The RDC authorizes the City of Bloomington Controller to use the General RDC Account (Fund 444-15-150000-53990) for the costs of publishing the Notice of Offering. This expenditure must comply with the City and the RDC's claims process.
5. The funding authorization approved by this Resolution shall terminate December 31, 2024, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



City of Bloomington Redevelopment Commission

Offering Packet

**Hopewell East: Blocks 1, 2, and 3**

Issued November 19, 2024

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## 1. EXECUTIVE SUMMARY

Offering Entity: Bloomington Redevelopment Commission

Property Offered: Blocks 1, 2, and 3 of the Hopewell Neighborhood

- **Block 1** (approximately 1.15 acres) located south of 2<sup>nd</sup> Street between newly-extended Madison and Morton Streets.
- **Block 2** (approximately 1.07 acres) located north of 1<sup>st</sup> Street between newly-extended Madison and Morton Streets.
- **Block 3** (approximately 1.35 acres) south of 2<sup>nd</sup> Street between Rogers and newly-extended Madison Streets.

Offer Deadline: **February 7, 2025**

Minimum Offers: The Redevelopment Commission will entertain any offer that complies with the requirements found within this offering packet. By state law, the beginning point for negotiation is the average of two appraisals obtained by the RDC, which are as follows:

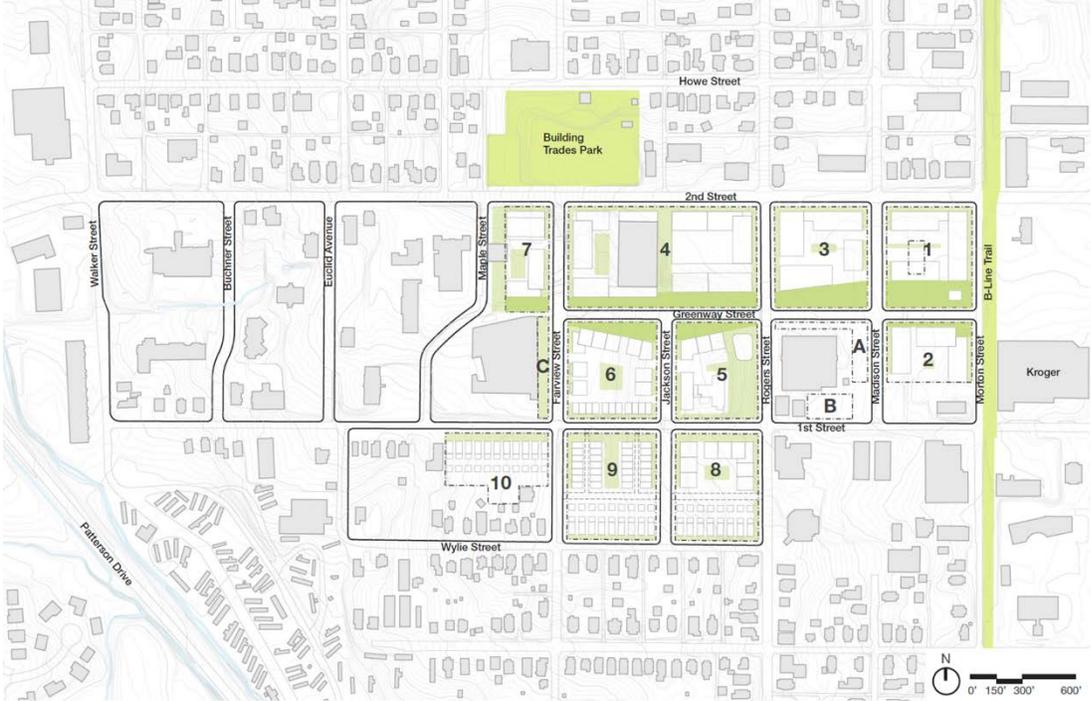
**Block 1 - \$1,972,000**

**Block 2 - \$1,839,000**

**Block 3 - \$2,325,000**

**Total Aggregate - \$6,136,000**

Property Condition: The real estate and any improvements will be sold as-is.



## 2. INTRODUCTION

*The Hopewell Neighborhood is Bloomington's next great place to be—a welcoming community for all Bloomingtonians to live, work and play.*

The City of Bloomington Redevelopment Commission seeks proposals from qualified developers through this Offering Packet for the development of Hopewell East, the second phase of the new, mixed-use Hopewell neighborhood in the heart of Bloomington, Indiana. The City seeks a development partner for 3.6 acres of the neighborhood - called Blocks 1, 2, and 3 - to produce high-quality and mixed-income housing options. This Offering aims to identify qualified development partners to develop, finance, and manage new development that will advance the City's critical housing goals while demonstrating what neighborhoods of the future should be.

The entire 24-acre Hopewell Neighborhood, on the site of the former Bloomington Hospital, was acquired by the City in 2018 to address critical citywide housing needs. The Hopewell Neighborhood offers a crucial opportunity to expand Bloomington's housing supply with quality, diverse, and mixed-income units while also exemplifying new neighborhood development and connectivity for Bloomington.

### 3. ABOUT BLOOMINGTON

Nestled in the rolling hills of southern Indiana, Bloomington is a small town with big-city amenities, atmosphere, and culture—home of Indiana University’s flagship Bloomington campus (IUB), a leading Tier-1 Research University.

Bloomington also features award-winning parks; more than 34 miles of trails; over 250 restaurants with worldwide cuisines; the Little 500 bicycle race; festivals like Granfalloon, the Limestone Comedy Festival, Pridefest, Bloomington Handmade Market, and the



Lotus World Music & Arts Festival; fantastic museums; a thriving music scene built of equal parts Jacobs School of Music and townie rock bands; engaging public art; and finally many wonderful spots to enjoy locally crafted coffee, beer, cider, and spirits. The city is frequently heralded as a desirable place to live and work and has received national recognition for its business- and entrepreneur-friendly environment and innovation economy. It was featured most recently in Conde Nast Traveler in a [write-up](#) about Bloomington institution and safe haven the Back Door.

#### ***Growing Population***

Bloomington is Indiana’s sixth most populous city, with 80,064 residents living in relative density, at 3,440 people per square mile (more densely populated than, for example, Austin TX, Madison WI, Fort Collins, CO, Lansing, MI or Everett, WA)<sup>1</sup>. Bloomington’s greater MSA has a population of 160,874.

The city’s population and employment growth over the last 10 years is anticipated to continue across all age cohorts over the next 5 years.

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<sup>1</sup> <https://www.governing.com/archive/population-density-land-area-cities-map.html>.

	2021	2019	2011	2011-21 % Change	2019-21 % Change
Total population	80,064	84,116	79,662	0.5%	5.6%
Population density	3,443	3,620	3,440	0.1%	5.2%
Median income	\$41,995	\$37,077	\$26,516	58.4%	39.8%
Average income	\$62,744	\$58,306	\$44,814	40.0%	30.1%

	2021	2019	2011	2011-21 % Change	2019-11 % Change
Under 18 years	9,203	9,348	8,778	4.8%	6.5%
18-34 years	44,623	48,236	47,458	-6.0%	1.6%
35-64 years	18,153	18,510	17,099	6.2%	8.3%
65 and over	8,085	8,022	6,327	27.8%	26.8%
<b>Total population</b>	<b>80,064</b>	<b>84,116</b>	<b>79,662</b>	<b>0.5%</b>	<b>5.6%</b>

Source: ACS 2021, 2019, and 2011 5-Year Estimates. 2019 population is shown to illustrate pre-Covid population trends.

### ***Thriving Economy***

Bloomington supports a vibrant economy, with over 2,500 establishments, and particular economic strengths in medical device and pharmaceutical manufacturing, technology, higher education, healthcare, craft beverages, and the arts.

Two higher education institutions anchor the Bloomington region’s economy. Indiana University Bloomington (IUB), the flagship campus of Indiana’s eight-campus university system, with a total Fall 2023 enrollment of 47,527, is renowned for teaching and research in fields ranging from informatics and chemistry to African studies and music. IUB receives top national rankings for the O’Neill School of Public and Environmental Affairs, the Kelley School of Business, and the Jacobs School of Music, to name just a few. Ivy Tech Community College, part of the nation’s largest community college

system, boasts numerous region-specific programs to prepare the area’s workforce for future success.

With major health and research anchors, Bloomington’s concentration of employment in the life sciences is six times greater than the U.S. average and growing. Catalent BioPharma made a \$350 million investment in its Bloomington operation in 2022, and Simtra BioPharma Solutions announced a \$250 million capital investment in 2024.



Catalent BioPharma is 0.8 miles southwest of Hopewell via the B-Line Trail.

Further, Indiana University, IU Health, and IU Health Bloomington Hospital recently opened a new regional academic health center that employs thousands of people and has expanded opportunities for health sciences education and research. It brings IU’s School of Medicine to Bloomington, with undergraduate, graduate, and MD programs.

<b>BLOOMINGTON EMPLOYMENT</b>		
<i>Bloomington Major Employers</i>	<i>Number of employees</i>	<i>Distance from Hopewell</i>
Indiana University – Bloomington	7,700+	0.9 miles
Cook Group	3,300	3.3 miles
IU Health Bloomington	2,200+	3.8 miles
Catalent	2,400	0.8 miles
Simtra BioPharma Solutions	1,700	2.5 miles
<i>Nearby:</i>		
Crane Naval Surface Warfare Center (NSWC)	5,000	27 miles
Boston Scientific	800	17 miles

Beyond major employers, downtown Bloomington itself boasts more than 140 local and unique restaurants, bars, and coffee shops, seven local breweries, and a distillery. Our vibrant community has earned its recognition as one of the “best college towns to live in forever” by College Ranker.

## ***New Investments***

### *Public Investments*

Billions of dollars of public and private investment across the city in the past several years have fueled growth and transformation. The City's public investments in quality of life have led to ambitious new public spaces, from the 65-acre Switchyard Park that transformed a shuttered rail yard into a new destination for the city and region, to the extension of the wildly popular B-Line Trail. The B-Line is a north-south micro-mobility spine that connects residential neighborhoods on the north to the City's tech park—the Trades District—the City's courthouse square, Hopewell, the convention center, and ultimately the Switchyard on the south. Commercial hubs dot the trail and include food service, hotels, groceries, a post office location, and many other types of businesses and employers. The Trades District is a growing employment center, with mixed use development in process and a recent \$16.1 million grant to develop town and gown connections around this corridor.

The B-line Trail will eventually connect to the Monon South, a trail that will run through the Indiana Uplands. This type of accessible recreation is a driver for both events and workforce attraction for Bloomington and the County.

Additionally, the City has invested more than \$17 million in Hopewell East – Blocks 1, 2, and 3 – to fund the demolition of existing buildings, on-site environmental studies, stormwater detention, and improved roadways and green space.



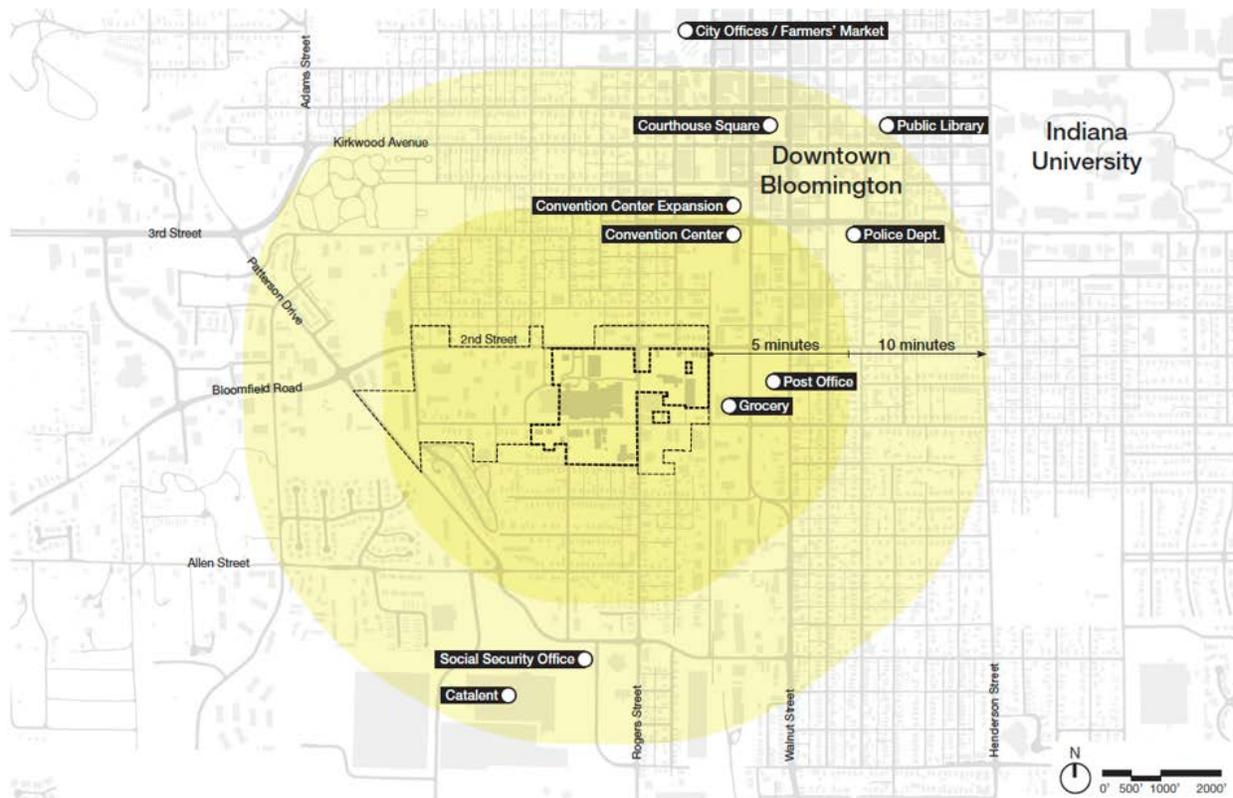
*The B-Line Trail provides residents and visitors a way to travel without the use of a vehicle, while creating a walkable path for recreation.*



*The trail passes directly through Switchyard Park, providing a direct link to downtown Bloomington.*

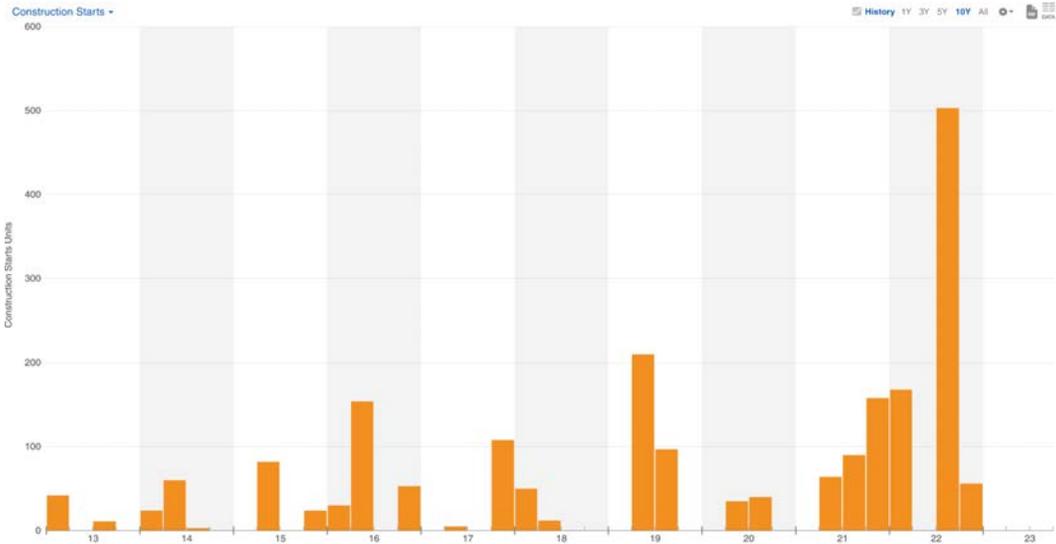
### Private Investments

Private investment has also fueled new construction, particularly in and around downtown, responding to Bloomington’s desirability and growing innovation economy. For example, the City has catalyzed recent growth of the Bloomington Trades District—Bloomington’s Certified Technology Park and home to innovation-based start-ups and growth companies. The [Trades District](#) features The Mill, which launched in 2018 as a nonprofit center for entrepreneurship and coworking and has since been instrumental in Bloomington’s growth as an innovation hub. Several properties are in development including the Forge (a tech commercialization center supported in part by the Economic Development Administration) and the Kiln (private redevelopment of an historic building by graduate companies of the Mill and featuring some retail space), which will both open in the fall of 2024. A hotel developer has signed an LOI on two lots in the Trades District for a 150-bed boutique hotel. The Trades District is 0.8 miles from Hopewell via the B-Line Trail.



**HOUSING IN BLOOMINGTON**

The housing sector has also seen robust growth as the city continues to attract new residents, including over 5,600 total housing units built or approved between 2016–2022, totaling over 11,000 bedrooms<sup>2</sup>. As of September 2023, over 550 units were under construction.<sup>3</sup> Annual rent growth also remains steady, averaging 3.5% annually since 2018. Notably, most of the new multifamily rental housing is designed for and marketed toward the IU student population. Therefore, a gap remains at all levels of affordability and ownership, as indicated in ROI’s Monroe County [study](#).

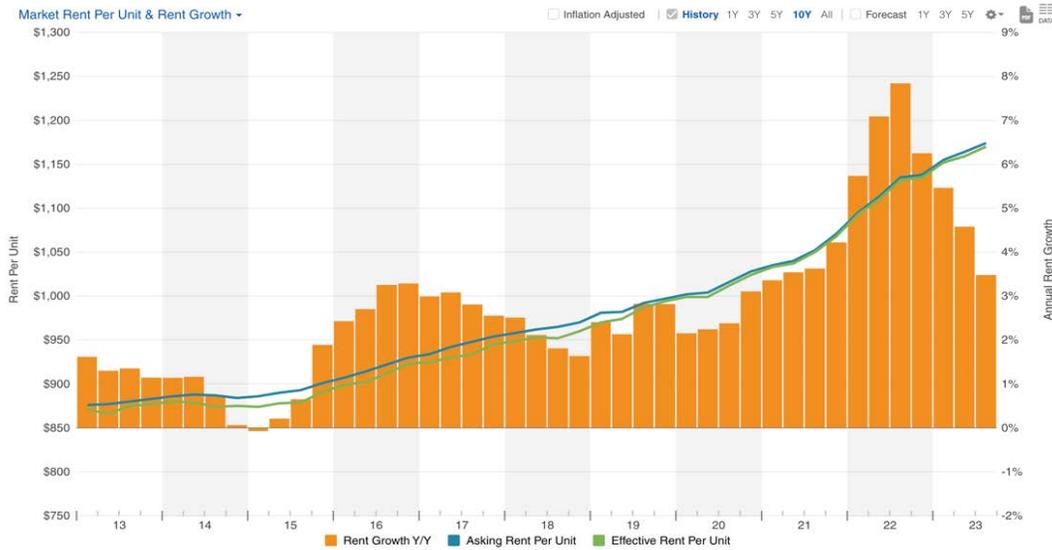


Multifamily Units Construction Starts within City of Bloomington, 2013-2023. Source: CoStar, September 2023

<b>BLOOMINGTON MULTIFAMILY 2013-2023</b>	
<i>City of Bloomington</i>	All MF Units
Asking rent average annual increase, since 2018	3.5%
Asking rent per unit, 2023	\$1,160
Asking rent per unit, 2023 - for units built since 2018	\$1,342
Average vacancy since 2018	3.5%

<sup>2</sup> City of Bloomington Planning & Transportation

<sup>3</sup> CoStar September 2023



*Market Rent Per Unit and Rent Growth, Multifamily Units within City of Bloomington, 2013–2023. Source: CoStar, September 2023.*

Recent multifamily developments in the Hopewell vicinity include:



*250 S Washington St / CitySide by Alexa: 78-unit multifamily development opened in 2018*



*B-Line Heights: 34 unit-affordable housing multifamily development, opened in 2019*



*318 E 3<sup>rd</sup> St: 35-unit multifamily development opened in 2021*



*229 S Grant St / The Annex of Bloomington: 102-unit multifamily development with 16 units of workforce housing*

## **Supply & Demand**

Lingering impacts of the COVID-19 pandemic drive a demand that has outpaced the growth of housing development locally, causing prices to rise out of reach for lower income families. The City's [2020–24 Consolidated Plan](#) points to the need for missing middle housing: *"...these households are forced to occupy lower quality housing that would traditionally be available for low-income households or become cost burdened in upper income housing. Due to land scarcity, there is a need for increased density to increase the supply of housing. This will require multi-family housing and smaller lots for single-family housing."*

The Regional Opportunity Initiatives (ROI) produced a [housing study](#) for the 11-county Indiana Uplands region, including Monroe County. The high-level overview of Monroe County and Bloomington provided general guidance to community leaders on housing issues and strategies. According to this housing study, the purchase price point for homes constructed in this development ideally should be less than \$250,000.

The ROI Spring 2024 housing update compares the number of households within a specific income range related to the number of units that would be deemed affordable for each household. *As shown below, the report indicates a meaningful gap in supply at the lower end of the income range as well as in the middle-income workforce bands.*

**FIGURE H.22: Housing Affordability Analysis**

Income Range	# HHs* in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
<b>\$0-24,999</b>	381	>\$60,000	66	\$0-499	188	254	-127
<b>\$25,000-49,999</b>	562	\$60,000-124,999	362	\$500-999	223	585	23
<b>\$50,000-74,999</b>	492	\$125,000-199,999	1,161	\$1,000-1,499	18	1,179	687
<b>\$75-99,999</b>	624	\$200,000-249,999	376	\$1,500-1,999	0	376	-248
<b>\$100-149,999</b>	530	\$250,000-399,999	328	\$2,000-2,999	0	328	-202
<b>\$150,000+</b>	170	\$400,000+	37	\$3000+	0	37	-133

\* HH = Households  
Source: 2021 American Community Survey (5-Year Estimates)

Source: Addendum 2.H Monroe County, Regional Opportunity Initiatives, 2024.

In addition to the City’s Comprehensive Master Plan<sup>4</sup>, the Bloomington Hospital Redevelopment Master Plan<sup>5</sup> (by SOM), and the 2024 update to the [ROI Monroe County Housing Study](#), a 2020 city [housing study](#) also lays out a number of efforts to increase housing options in Bloomington and Monroe County. The Bloomington Hospital Redevelopment Master Plan excerpt and links to the full plan are below.

<sup>4</sup> Bloomington Comprehensive Plan: <https://bloomington.in.gov/planning/comprehensive-plan>

<sup>5</sup> Bloomington Hospital Redevelopment Master Plan [https://bloomingtonhospital.com/wp-content/uploads/2021/01/2021.01.13\\_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf](https://bloomingtonhospital.com/wp-content/uploads/2021/01/2021.01.13_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf)

## **4. ABOUT THE HOPEWELL NEIGHBORHOOD**

### **Background**

The Hopewell site served as home to Bloomington Hospital, a landmark in the community for over a century. The Hopewell Neighborhood will continue that legacy by modeling high-quality, inclusive, sustainable housing that supports Bloomington’s ongoing transformation—a great new neighborhood for the 21st century that serves as a magnet for all Bloomington residents, not just those who live in Hopewell.

### **Site History**

In 1905, Bloomington’s Local Council of Women bought the 10-room red brick house that would become our community’s first hospital. The house had previously belonged to a local man named Isaac Hopewell. The property came to be known by his name, linking “Hopewell” to the site for generations to come. The Local Council of Women turned the structure into a much-needed local hospital, which they supported with canned goods, garden produce, and fundraisers – even raising chickens to help feed patients! Hopewell House served as part of Bloomington’s hospital for nearly six decades, eventually being razed in the summer of 1963. The beautiful legacy of Hopewell House – residents taking action to care for each other – continues to inspire the many individuals working to ensure that this new neighborhood in the heart of Bloomington remains a place of compassion, good health, and perpetual optimism.

In May 2018, Indiana University Health (IU Health) agreed to sell the 24-acre Bloomington Hospital site to the City. IU Health relocated to a new hospital facility in late 2021. As of December 2023, IU Health had conveyed all the property to the Bloomington Redevelopment Commission.



## Neighborhood Context

Located a half mile southwest of Bloomington’s downtown Courthouse Square, the Hopewell Site is an essential node along the city’s 3.1-mile B-Line Trail, a spine that runs north-south through Bloomington and connects on the south to further residential and parks areas. The B-line connects to essential community assets: the Trades District and the Convention Center to the north and Switchyard Park to the south, as well as one major and two small grocery stores. Along with the Downtown Courthouse Square and the short link to IU’s historic campus, they together form a set of critical development centers shaping the future of Bloomington.

Hopewell is easily walkable and bikeable to Bloomington’s major employment centers: Downtown Bloomington, Indiana University, and Catalent Pharma Solutions. Bloomington Transit is currently studying connecting the site to Bloomington Transit’s east-west Bus Rapid Transit Line—the [Green Line](#)—which would connect Bloomington’s eastside commercial district to its westside employment zone (including campuses of Cook Group and Ivy Tech) and will have a stop on 2nd Street immediately adjacent to Hopewell. While it is still in planning stages, the Green Line would make it possible to traverse the entire east-west span of Bloomington in 30 minutes by bus.

The site abuts the established neighborhoods of McDoel Gardens and Prospect Hill, offering an opportunity to link the neighborhoods together via Building & Trades Park, which is currently undergoing a master planning process. Connectivity on the north side of Hopewell will be further enhanced by the planned renovation of the 427-spot Hopewell Garage.

Hopewell is well-served by green space, including Building Trades Park, B-Line Trail, and Switchyard Park, as well as Hopewell Commons, a flexible urban green space in Blocks 1-2-3 that is currently under construction and will be managed by the City.

Hopewell is bounded roughly by West 2nd Street to the north, West Wylie Street to the south, the B-Line Trail to the east, and South Walker Street to the west.

## HOPEWELL SITE STRATEGY

The City has invested significant resources to engage neighborhood and stakeholder groups on the site's future redevelopment, including conducting a master planning<sup>6</sup> process, led by the planning and design firm SOM, and a market study for the site. The City has nearly completed development of the Hopewell Commons, the neighborhood's 1-acre park, which will open in spring 2025.

Increasing housing supply in general, and affordable housing and home ownership opportunities in particular, is a key driver of the site vision. For the 850–1,000 housing units anticipated across the site, the City is targeting a *minimum* of 20% affordable units, including units at or below 80% of Area Median Income (AMI) and workforce housing units at 80%–120% of AMI. In service of this goal, the first development on site, already under development and outside the scope of this public offering, is the adaptive reuse of the original hospital building into the Kohr Community Flats, with 38 affordable units, nine of which will be permanent supportive housing.

### Master Plan and Offer Timeline

Based on the Master Plan, the City has established key phases of development, envisioned as:

- *Blocks 9 and 10 (Hopewell South)*: Mixed-unit types, lower-density residential units that transition from McDoel Gardens primarily single family, small lot to denser areas of Hopewell. This will include townhomes and single-family cottages. The City would prefer home ownership models for Blocks 9 and 10 but will consider rental models as well. This offering was released in September 2024.

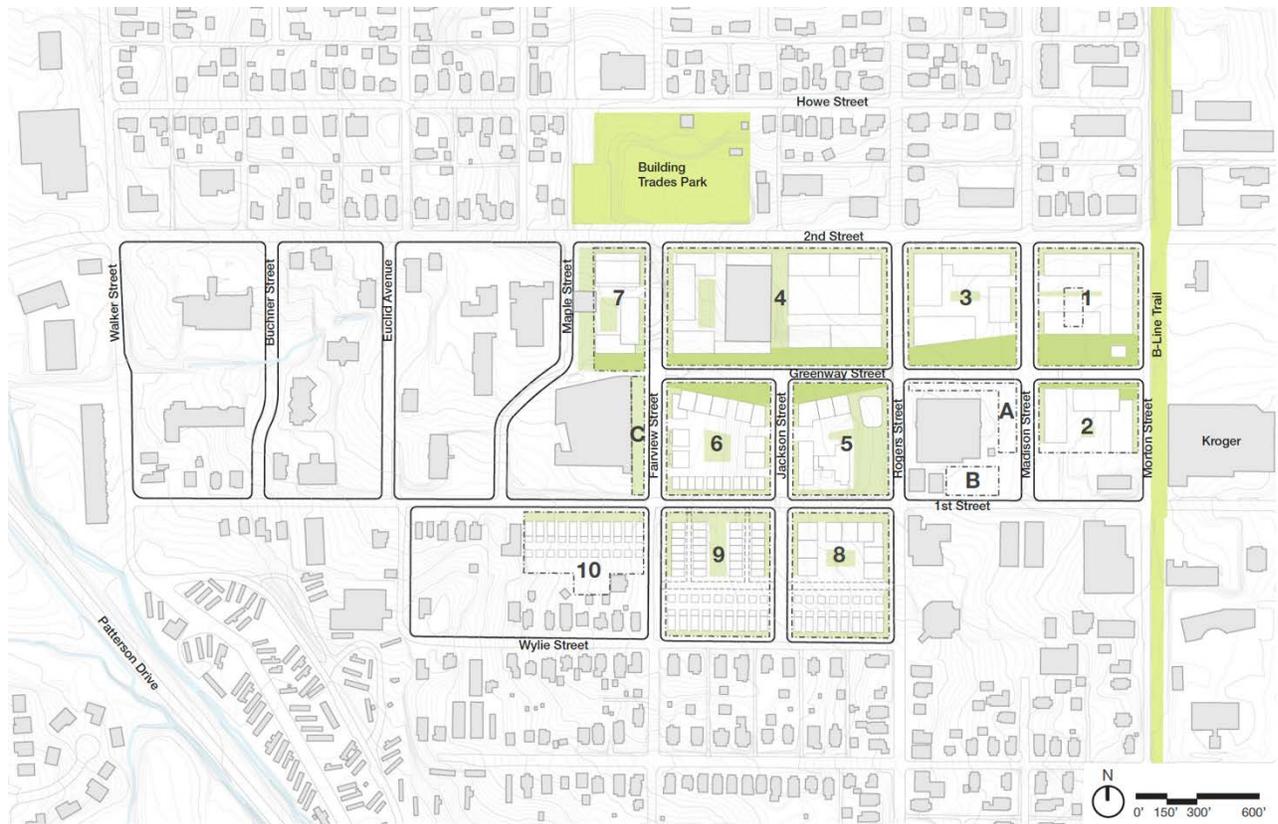
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<sup>6</sup> Bloomington Hospital Redevelopment Master Plan [https://bloomingtonhospitalsite.com/wp-content/uploads/2021/01/2021.01.13\\_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf](https://bloomingtonhospitalsite.com/wp-content/uploads/2021/01/2021.01.13_BHRU-Reuse-Master-Plan-2-pg-per-screen.pdf).

- *Block 8 (Hopewell South):* The City is prioritizing adaptive reuse of the existing building 714 S. Rogers St. and is currently exploring redevelopment opportunities outside of this public offering.
- *Blocks 1, 2, 3 (Hopewell East):* Mid-rise rental apartments with retail and other amenities for an active ground floor. If possible, the City would also give preferential scoring to models that incorporate home ownership where possible.
- *Blocks 4, 5, 6, 7 (Hopewell West):* Mix of unit types including multifamily. The City would prefer home ownership models for Blocks 4, 5, 6, and 7 but will consider rental models as well.



Please refer to the Bloomington Hospital Redevelopment Master Plan report for more details on the overall Hopewell neighborhood vision and strategy.



	Parcels		On-Parcel Greenspace		Residential Units	Total GFA
	SF	AC	SF	AC	#	SF
1	85,872	2.0	32,244	0.7	70-110	126,000
2	50,636	1.2	8,248	0.2	60-90	98,000
3	93,874	2.2	26,890	0.6	80-130	205,000
4	189,124	4.3	48,235	1.1	180-270	336,000
5	78,164	1.8	40,540	0.9	50-70*	95,000
6	85,462	2.0	24,449	0.6	40-60	120,000
7	46,073	1.1	15,094	0.3	20-40	70,000
8	88,168	2.0	20,358	0.5	40-50	90,000
9	94,211	2.2	22,639	0.5	30-40	90,000
10	59,362	1.4	8,407	0.2	10-12	39,000
A	14,097	0.3	0.0	0.0		
B	11,090	0.3	0.0	0.0		
C	10,951	0.3	10,951	0.3		
	907,083		258,056			
<b>Total</b>		<b>21</b>		<b>6</b>	<b>580-940</b>	<b>1,269,000</b>

## Existing Buildings

The Master Plan accommodates certain existing buildings on the Hopewell site:

- *On Blocks 8, 9, and 10 (Hopewell South):*
  - No buildings remain on Blocks 9 and 10.
  - On Block 8, the City is prioritizing adaptive reuse of 714 S Rogers St., a 59,000 SF former convalescent center built in 1973. Given that this building is planned for adaptive reuse, it is on a separate development trajectory. Parcels will be subdivided through the platting process based on submissions received and as development occurs.
- *On Blocks 4, 5, 6, 7 (Hopewell West):*
  - The 427-space parking garage on Block 4 will remain. The garage will be operated by the City and prioritized for use by Hopewell East and West. Limited parking spaces will be available at published City rates. Garage updates will include EV charging stations, additional ADA spaces, covered bike parking, and state-of-the-art smart parking technology.
  - The historic Kohr Administration Building on Block 5 will also remain and will be renovated for a 38-unit affordable housing development as a 9% LIHTC project. Nine of its 38 units will be reserved for permanent supportive housing.
  - All other buildings on the site owned by the City of Bloomington Redevelopment Commission have been demolished.
- *On Blocks 1, 2, 3 (Hopewell East):*
  - Adjacent to Block 2 to the south is a privately-owned 0.54-acre lot with a 6,120 SF office building for sale. The parcel numbers available are 53-08-04-200-225.000-009, 53-08-05-100-109.000-009, and 53-08-05-100-172.000-009.  
  
This commercial property is not part of this offering, but it is available for purchase from the owner.

## Planning & Infrastructure Investments

The City has already undertaken extensive work to ensure the Hopewell site is well-positioned for redevelopment.

Per the land transfer agreement between the City and IU Health, IU Health cleared and remediated a portion of the site, including the main hospital building and the area bound

by 2nd, Rogers, 1st, and Fairview Streets. Moreover, the City is investing over **\$30 million** directly in planning and infrastructure for the redevelopment effort, supported by Bloomington's consolidated TIF and READI funds. To prepare for development across the Hopewell site, the City has completed the following:

- [Comprehensive housing market study](#) for the City of Bloomington
- [Bloomington Hospital Reuse Master Plan](#) (led by the planning and design firm SOM), shaped by regular public and stakeholder consultation
- Land control (secured)
- [Phase I and II Environmental Studies](#)
- Rezoning process
- [Transform Redevelopment Overlay District](#) designation
- Prioritized planning review meetings for this offering

For Blocks 8, 9, and 10 (Hopewell South), the City is implementing the [1st Street Reconstruction Project](#). The project will install UDO compliant sidewalks, lighting, new water and storm sewer lines, and tree plots along both sides of West 1st Street in the project area. Rogers Street will be widened, and a new water main is being installed along with sidewalk, street tree, bike lane improvements. Construction began in May of 2024 and will continue until Q1 of 2025. The City has also demolished the structures to clear the way for development on Blocks 9 and 10.

## 5. HOPEWELL EAST REDEVELOPMENT GOALS & OBJECTIVES



Hopewell East (Blocks 1, 2, and 3) is the critical anchor for the overall Hopewell Neighborhood vision, given these blocks' high visibility and connectivity to existing neighborhood corridors and capacity for greater density of units and amenities.

The City of Bloomington seeks knowledgeable, financially sound, and experienced housing developers to create a residential development with options for low to moderate income households.

### Housing

- Contribute to increasing housing product variety and options available to a wide range of Bloomington residents, such as young professionals, families, seniors, and lower-income households.
- Produce a mix of market-rate and affordable multifamily housing.
- Target a *minimum* of 20% of total housing units as affordable, including options for households at a range of incomes (including affordable units below 80% AMI and workforce units between 80–120% AMI) and at a range of household sizes. Strive for permanent affordability in affordable units.

Please note the housing program is *not* intended for undergraduate student housing.

### Neighborhood Place-Making

- Create robust neighborhood retail, commercial, and cultural amenities that establish a unique identity for the neighborhood, activate the ground floor public space, and connect between neighborhoods and to the B-Line Trail.
- Prioritize accessibility and quality of life for people of all abilities, ages, and socioeconomic backgrounds.
- Support connectivity to adjacent neighborhoods through pedestrian-friendly design and public infrastructure.

- Support the City of Bloomington’s public arts commitment. The City of Bloomington requires all public projects to include a 1% arts investment and strongly encourages private development partners to mirror these goals through public art projects on-site or contribution to the City’s public arts fund.

### Design & Sustainability

- Demonstrate accessibility to Bloomington residents of all backgrounds and abilities.
- Model superior design and building quality throughout, in accordance with the City of Bloomington’s Unified Development Ordinance and the Transform Redevelopment Overlay.
- Support the City of Bloomington’s Climate Action Plan, which set a zero emissions goal by 2050, and for the building and energy sector, reduction of greenhouse gas emissions by 17% below 2018 levels.
- Model best practices in sustainable development, meeting at minimum LEED Silver or equivalent standards and driving toward a more ambitious standard for sustainability, solar, or other renewable energies, increase in non-automobile transportation, and an increase of green space and permeable surfaces.
- Fully electric developments will be given preferential scoring.

### Financial

- Generate land value for the City of Bloomington realized through either an up-front purchase transaction or a ground lease.
- Sustain maintenance costs for the greenway and public space through redevelopment fees.

## **Hopewell East Site Preparation**

For Blocks 1, 2 and 3 (Hopewell East), the City has completed substantial site preparation and infrastructure work, totaling over \$17 million of public investment in these blocks alone with total to-date site investment of \$21 million. This is a significant investment that the City chose to make in these specific blocks, due to the opportunity and value they represent. The investments include:

- Demolition of existing structures (completed)
- Phase I and II Environmental Studies (completed)
- Underground stormwater detention (construction in progress with targeted completion Fall 2024)
- New roads (in progress)
- New greenway (in progress)

These new roads and greenway completed by the City focus on University Street between South Rogers on the west and South Morton Street on the east. The greenway entrance will create an inviting, pedestrian-friendly, and accessible front door to the Hopewell neighborhood. The greenway will be maintained by the City on parcels that the City will retain.

Features of the greenway include:

- Street parking to support future development
- Recreational areas for public use
- Permeable pavers to mitigate runoff
- Underground stormwater detention
- A variety of seating options for gathering with neighbors and other residents
- Stage to provide public entertainment
- Site trees for shade and landscaping to enhance the pedestrian experience
- Temporary pickleball courts to activate the greenspace prior to construction and occupancy

## PHASE I EAST





SITE SECTION - WEST BLOCK  
VIEW ORIENTATION - EAST

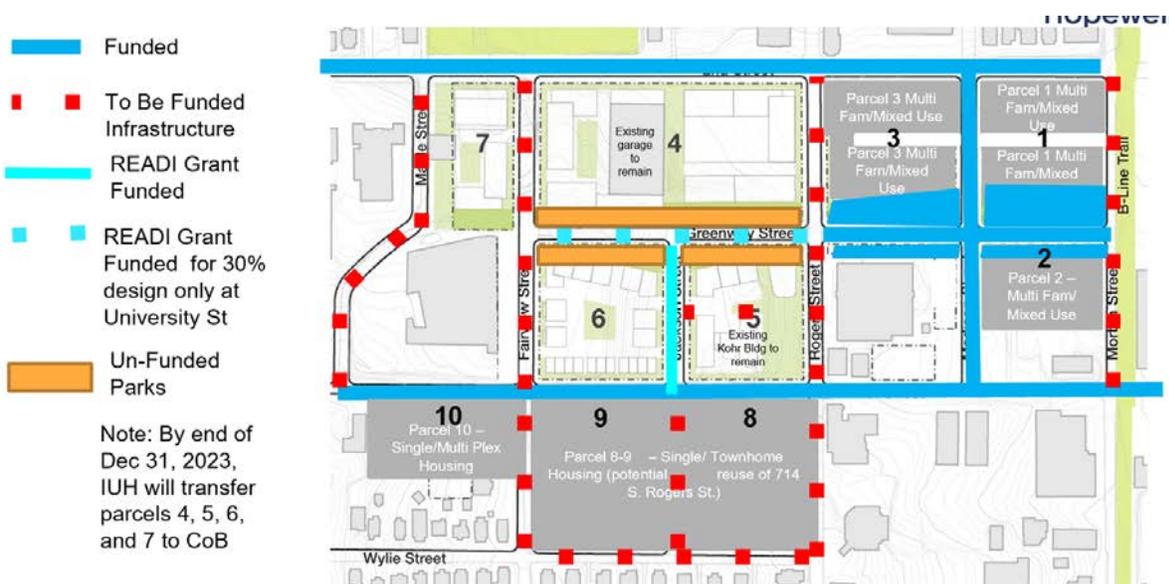


SITE SECTION - EAST BLOCK  
VIEW ORIENTATION - EAST



RUNDELL ERNSTBERGER ASSOCIATES | 11

The improvement of extant red “To Be Funded” roads in the graphic below will be the responsibility of the corresponding developer, per the UDO and Transportation Plan. If the developer chooses to build non-extant roads, those would also be the developer’s responsibility to fund. Rogers Street between 1st and Wylie Streets; Wylie Street; and Fairview Street adjacent to the Hopewell South site will require improvements per the Transportation Plan.



## Parking

Note that the TRO implemented by the City removes parking minimums at this site. Additionally, the existing 427-space parking garage on Block 4 will remain and be operated by the City, and spaces will be available for lease at prevailing market rates to residents across the Hopewell housing units as well as retail uses at Hopewell. While as an option to help support development parking needs. All proposals should identify whether their plans include use of this garage and how many spaces are proposed to be leased. Renovation of the garage has not yet started. It is anticipated that the updated layout of the garage will add 50 parking spots.

## 300–314 W 1<sup>st</sup> Street

The parcels constituting 300–314 W 1<sup>st</sup> Street are located on the southeast corner of Block 2 and are the only lots on this block *not* controlled by the City. The lots are currently on the market for sale by the owner, via F.C. Tucker Realtors. The parcel numbers available are 53-08-04-200-225.000-009, 53-08-05-100-109.000-009, and 53-08-05-100-172.000-009. This commercial property is not part of this offering, but it is available for purchase from the owner.

## **DEVELOPER INCENTIVES**

### **Bloomington: A CDFI-Friendly Community**

CDFI Friendly Bloomington (CFB), a 501(c)(3) nonprofit, was formed in 2018 to attract Community Development Financial Institution (CDFI) investments to Bloomington and has assembled \$4.25 million in financing to supplement outside CDFI investment (which has totaled \$24 million in the past three years). The City encourages developers to consider leveraging CDFI investments, and CFB may participate as a co-investor in housing projects such as this one.

### **Local Incentives**

The City of Bloomington can discuss financial and non-financial incentives with those considering proposal submissions commensurate with a public benefit. Developers should outline potential needs for gap financing. Financial planning for potential development should consider traditional housing incentives such as tax credits, federal funds, abatements, and City of Bloomington Unified Development Ordinance (UDO) incentives. The City of Bloomington also has a locally funded Housing Development Fund available for affordable housing grants and loans.

Should developers demonstrate through a but for test (“but for the use of public gap-financing, private development on Hopewell East would not be financially supportable”) their need for public financing, the City can also consider the use of TIF funds to support on-site infrastructure improvements.

### **State and Federal Incentives**

The City is actively engaged in applying for and seeking additional state and federal incentives for the site and development partners, including grant funding and below market rate capital. The City will communicate about these incentives if they are awarded. The City will also support developers in their applications for their own state and federal incentives.

### **Infrastructure Incentives**

The City of Bloomington recognizes the significant challenges that can come with installing new infrastructure around a development. The City will consider requests for incentives for entire proposals rather than for individual components. Infrastructure designs must comply with standards set by the Bloomington Unified Development Ordinance and the City’s Engineer.

## 6. HOPEWELL EAST DEVELOPMENT PARAMETERS

### Development Program & Site Plan

The Unified Development Ordinance (UDO) permits a range of residential uses for the 3.6 developable areas across Blocks 1, 2, 3, resulting in approximately 429,000 square feet of gross floor area and between 210-330 total residential units.

Blocks (acreage shown based on primary plat)		Residential Units	Total GFA
	<i>AC</i>	<i>#</i>	<i>SF</i>
1	1.147	70-110	126,000
2	1.069	60-90	98,000
3	1.352	80-130	205,000
<b>Total</b>	3.568	<b>210-330</b>	<b>429,000</b>

The approved primary plat for Blocks 1, 2, and 3 illustrate the City's desire for a mix of building and unit types and a fine grained neighborhood character. Individual adjacent lots may be combined into consolidated zoning lots. Respondents should address their proposed development program and strategy considering the approved primary plat. Please note that Lot 2 and Lot 6 as labeled on the primary plat will be retained by the City for the public greenway.



## Home Ownership & Rental

While home ownership opportunities are not a requirement at Hopewell East, home ownership is an important priority for the City across the entire Hopewell neighborhood, including Hopewell South and West.

## Ground Floor Uses

The City seeks proposals with active ground floor commercial and retail uses in these blocks that serve to activate the public realm into and across the neighborhood.

Possible non-residential ground floor uses permitted in the UDO include:

- Retail sales, small and medium
- Office
- Day-care center, adult or child
- Medical clinic
- Community center
- Fitness center
- Manufacturing, artisan
- Food production or processing
- Brewpub, distillery, or winery
- School, trade or business
- Restaurant/Bar - includes café and coffee shop
- Personal service small and large (includes dry cleaners, barbershop, and salon)
- Art gallery, museum, or library
- Artist studio or workshop

## Zoning & Standards

The proposed development must adhere to the applicable required zoning and standards. The City has prepared the Hopewell project for a streamlined planning process, through the overlay zoning district and further updates to the zoning code:

Blocks 1, 2, and 3 are zoned Mixed-Use Medium Scale (MM) and fall within the Transform Redevelopment Overlay (TRO). The City approved the TRO zoning district to promote the desired development, including a range of requirements and allowances:

- Developments that achieve either affordable housing or sustainability incentives are permitted an increase in base building floor plate and height limits.
- Alleys are required for all parcels
- Drive access required off alleys rather than streets
- Enlarged buildable area

- No minimum side setback requirements reduced minimum rear setbacks, and flexible build-to range for front setback.
- Expanded maximum impervious surface coverage and decreased required minimum landscape area.
- Reduced minimum lot size
- Eliminated minimum vehicle parking requirements
- Requirements for parking surface material
- Pedestrian-scale development standards
- New use-specific standards for multifamily and restaurant uses
- Additional allowable primary building materials
- Departures allow for form-based adjustments or deviations to provide an alternative means of compliance by providing greater flexibility through exceptional architectural design.

*Unified Development Ordinance:* Additionally, the City has recently updated Title 20 of the Bloomington Municipal Code, also known as the Unified Development Ordinance (UDO). The City's UDO establishes form and location standards for all development within the city. These standards include, but are not limited to, subdivision standards, building envelope include setbacks, parking design, environment and floodplain regulation, accessibility and circulation, and architectural requirements. The UDO can be found at [https://bloomington.in.gov/sites/default/files/2022-06/Final\\_UDO\\_June\\_2022\\_0.pdf](https://bloomington.in.gov/sites/default/files/2022-06/Final_UDO_June_2022_0.pdf).

See the full TRO requirements in the City's Unified Development Ordinance (UDO) at <https://bloomington.in.gov/planning/udo>.

*Bloomington Municipal Code Title 13: Stormwater* was added to the Bloomington Municipal Code in 2024. The City addressed stormwater detention and water quality requirements of the subdivision through its infrastructure investments. Developers will be required to maintain compliance with all other aspects of Title 13, which can be found at [https://library.municode.com/in/bloomington/codes/code\\_of\\_ordinances?nodeId=TIT13ST](https://library.municode.com/in/bloomington/codes/code_of_ordinances?nodeId=TIT13ST).

Responding firms are encouraged to contact the City of Bloomington Department of Planning & Transportation with questions relating to the development standards.

*School District:* The neighborhood is zoned for Templeton Elementary, Jackson Creek Middle School, and Bloomington High School South.

### **Responsibilities of the Developer**

The selected developer will be responsible for leading the predevelopment process, including entitlements and approvals, secondary plat, additional environmental assessments and testing (Phase I and II reports are completed and available), and community engagement in partnership with the City. The developer would also lead project design, securing financing, overseeing construction, leasing, and ongoing property and assessment management.

As described above, the City has or is in the process of completing the bulk of necessary infrastructure and sitework. The City is presenting Blocks 1, 2, and 3 as a development-ready site in recognition of the important opportunity it represents.

### **Transaction Structure**

The City is open to structuring the development of Blocks 1, 2, and 3 as an up-front purchase transaction or a long-term ground lease.

### **Redevelopment fee**

A one-time redevelopment fee is proposed to support the Redevelopment Commissions maintenance and general development of the site. The fee will be used within the Hopewell Neighborhood to enhance the continued development.

### **Sustainability**

The project should model best practices in environmental sustainability in design and construction and support Bloomington's Climate Action Plan and targets for zero emissions by 2050. Proposals that aim for LEED Silver certification will be rated most highly for sustainability, followed by proposals that achieve the equivalent of a LEED Silver standard. Fully electric developments will also be given preferential scoring.



# Hopewell

## NOTICE OF REAL ESTATE FOR SALE

Notice is hereby given that on **Friday, February 7, 2025, at 12:00 p.m. (noon) local time (EST)**, the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Suite 135, Bloomington, Indiana—open and consider all offers for the purchase of certain real estate within Hopewell, described in more detail below (the “Property”). **Interested developers should submit a Letter of Intent to Respond no later than Thursday, January 9, 2025.**

The RDC is willing to entertain proposals for the purchase of the Property for the purposes described in this notice. The offer should meet the conditions set forth below.

### Property Descriptions and Information

The Property generally consists of a 3.6-acre area, located at 607–723 W. 1st Street, within the whole 24-acre Hopewell Neighborhood.

- A. The Property specifically consists of the following parcels, identified by the following Blocks and corresponding Parcel Numbers:
- **Block 1** (approximately 1.15 acres) located south of 2<sup>nd</sup> Street between newly-extended Madison and Morton Streets.
    - Parcel #53-08-05-100-130.000-009
    - Parcel #53-08-05-200-119.000-009
    - Parcel #53-08-05-100-129.000-009
    - Parcel #53-01-56-030-000.000-009
  - **Block 2** (approximately 1.07 acres) located north of 1<sup>st</sup> Street between newly-extended Madison and Morton Streets.
    - Parcel #53-08-05-100-113.000-009
    - Parcel #53-08-05-200-113.000-009
    - Parcel #53-08-05-100-114.000-009
    - Parcel #53-08-05-200-115.000-009
    - Parcel #53-08-05-200-116.000-009
    - Parcel #53-08-05-200-117.000-009
  - **Block 3** (approximately 1.35 acres) south of 2<sup>nd</sup> Street between Rogers and newly-extended Madison Streets.
    - Parcel #53-08-05-100-082.000-009
    - Parcel #53-08-05-100-048.000-009

- Parcel #53-08-05-100-081.000-009
- Parcel #53-08-05-100-128.000-009
- Parcel #53-08-05-100-056.000-009

- B. The minimum offering price for purchase of the Property is \$6,136,000 in the aggregate. Offers for individual parcels or blocks may be considered with the following minimum offering prices: Block 1: \$1,972,000; Block 2: \$1,839,000; and Block 3: \$2,325,000. The property is sold as is. The Redevelopment Commission will accept all offers that otherwise comply with the requirements of this Offering. Bidders may submit offers for any lot, parcel or block; any portion(s) of a lot, parcel, or block; or any combination thereof.
- C. A map of the Property can be found in the Offering Packet.
- D. Blocks 1, 2, and 3 are zoned Mixed-Use Medium Scale (MM) and fall within the Transform Redevelopment Overlay (TRO), which is consistent with the Bloomington Hospital Redevelopment Master Plan.

#### Offering Packet and Bid Deadline

The Offering Packet includes:

- This Notice of Offering,
- Instructions to Bidders, and
- Submittal Requirements.

Maps and the plats of the parcels are available for inspection. Please contact the City's Legal Department for more information at [legal@bloomington.in.gov](mailto:legal@bloomington.in.gov) or by calling (812) 349-3426.

Bidders and developers that intend to submit an offer must submit a Letter of Intent to Respond to Jane Kupersmith at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov) by no later than Thursday, January 9, 2025.

All offers must be filed with the City of Bloomington Economic and Sustainable Development Department **no later than 12:00 p.m. (Noon) EST on February 7, 2025**, and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date and time may not be considered. Responses may be emailed before said deadline to Jane Kupersmith at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov).

## Development Standards and Limitations

### 1. Housing

- a. Contribute to increasing housing product variety and options available to a wide range of Bloomington residents, such as young professionals, families, seniors, and lower-income households.
- b. Produce a mix of market-rate and affordable multifamily housing.
- c. Target a *minimum* of 20% of total housing units as affordable, including options for households at a range of incomes (including affordable units below 80% AMI and workforce units between 80–120% AMI) and at a range of household sizes. Strive for permanent affordability in affordable units.
- d. Please note the housing program is *not* intended for undergraduate student housing.

### 2. Neighborhood Place-Making

- a. Create robust neighborhood retail, commercial, and cultural amenities that establish a unique identity for the neighborhood, activate the ground floor public space, and connect between neighborhoods and to the B-Line Trail.
- b. Prioritize accessibility and quality of life for people of all abilities, ages, and socioeconomic backgrounds.
- c. Support connectivity to adjacent neighborhoods through pedestrian-friendly design and public infrastructure.
- d. Support the City of Bloomington's public arts commitment. The City of Bloomington requires all public projects to include a 1% arts investment and strongly encourages private development partners to mirror these goals through public art projects on-site or contribution to the City's public arts fund.

### 3. Design & Sustainability

- a. Demonstrate accessibility to Bloomington residents of all backgrounds and abilities.
- b. Model superior design and building quality throughout, in accordance with the City of Bloomington's Unified Development Ordinance and the Transform Redevelopment Overlay.
- c. Support the City of Bloomington's Climate Action Plan, which set a zero emissions goal by 2050, and for the building and energy sector, reduction of greenhouse gas emissions by 17% below 2018 levels.

- d. Model best practices in sustainable development, meeting at minimum LEED Silver or equivalent standards and driving toward a more ambitious standard for sustainability, solar, or other renewable energies, increase in non-automobile transportation, and an increase of green space and permeable surfaces.
  - e. Fully electric developments will be given preferential scoring.
4. Financial
- a. Generate land value for the City of Bloomington realized through either an up-front purchase transaction or a ground lease.
  - b. Sustain maintenance costs for the greenway and public space through redevelopment fees.
5. The property may not be sold to a person who is ineligible under Indiana Code § 36-1-11-16.
6. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-l(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Selection

The RDC reserves the right to reject any or all offers. Offers may consist of consideration in the form of cash, other property, or a combination of cash and other property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value.

In determining the best offer, the RDC shall take into account the price; timing of the transaction and redevelopment of the property; sources of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for the Hopewell Neighborhood; sustainable development measures; preference for all-electric development; any other considerations; and any other statutory criteria in Indiana Code § 36-7-14-22.

### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC for the Property, which shall address all easements related to the Project; restrictive covenants on use, affordability, and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before forty-five (45) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

### Requirements of Bidders

The successful bidder must demonstrate that they have the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property.

All submissions to this Notice of Offering must be received by no later than **12:00 p.m. (Noon) EST on February 7, 2025.**

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated November 19, 2024

BLOOMINGTON REDEVELOPMENT COMMISSION

## INSTRUCTIONS TO BIDDERS

**1. General:** In accordance with Indiana Code 36-7-14-22, the Bloomington Redevelopment Commission ("RDC") is offering the properties described in Offering Sheet and Request for Proposals (the "Property") for sale.

a. The RDC will ensure that the disposal of the Property is duly advertised in *The Herald-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.

b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within forty-five (45) days of the acceptance of the bids. The Project Agreement shall set forth the nature of the development of the Property.

c. A bid submitted by a trust (as defined in Indiana Code 30-4-1-1 (a)) must identify each beneficiary of the trust and settler empowered to modify the trust.

**2. Offering Packet:** The offering packet contains the RDC's Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. Interested persons may obtain the Offering Packet in person from the Legal Department, 401 N. Morton Street, Suite 220, Bloomington, IN 47404, between the hours of 8:00 a.m. and 5 :00 p.m. weekdays, or by requesting an electronic copy. Please direct questions about receiving packets to Heather Lacy (812) 349-3426 or by email at [heather.lacy@bloomington.in.gov](mailto:heather.lacy@bloomington.in.gov).

**3. Electronic Submittal:** Bids must be submitted electronically via email as provided herein and received **by 12:00 p.m. EST on February 7, 2025**. Bids shall be emailed to Jane Kupersmith at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov). The Subject Line of the email transmittal should be the "Hopewell East Public Offering Proposal." The message body shall contain the company or individual's name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10MB. Submissions received in any other format not listed above may be rejected. The Redevelopment Commission and the City of Bloomington are not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The Redevelopment Commission and the City of Bloomington are not responsible for equipment or software failure that may cause delay or non-delivery.

**At 12:00 p.m. (noon) EST on February 7, 2025, the RDC will publicly open and consider all offers at a public meeting.** All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

**4. Form of Offer:** Every offer must be made in the form of a letter of intent which must include purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Hopewell Project. Bidders should comply with Section 12 of the Offering Packet, Submission Requirements.

**5. Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Jane Kupersmith at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov) by noon EST on January 9, 2025.

**6. Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.

**7. Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.

**8. Purchase Price and Other Terms:** Within a period of thirty (30) days after the opening of the offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana law (Indiana Code 36-7-14-22). Said purchase price may be in the form of cash. After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In determining the best offer, the RDC shall take into account all considerations, including: price; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resume; any existing relationships with parties related to the approval process; the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City's plans for the Hopewell Project, including intended use; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

**9. Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can ensure compliance with the Development Standards and Limitations. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.

**10. Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings, and other material that indicate how the proposed redevelopment will serve the interests of the community, and the Hopewell Project goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.

**11. Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner's title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty.

**12. Submittal Requirements:** Submitters may choose to submit on Block 1, 2, and 3 individually or combined but must submit a proposal for at least an entire block. No priority is given to combined or individual blocks

All responses, including any supporting documents, shall be submitted electronically to Jane Kupersmith, Director of Economic and Sustainable Development at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov) by the specified deadline. If the respondent consists of a team of several entities, an authorized representative of each entity shall be identified in the application materials.

Bids that are not received by the specified deadline may not be accepted. Front cover and the Statement of Interest Letter are not included in the 25-page count. Proposals exceeding this maximum for the base proposal may not be reviewed. Additionally, documents included in Appendix I and II will not be counted in the 25-page count maximum.

All questions regarding the offering should be addressed in writing and submitted by e-mail to Jane Kupersmith at [jane.kupersmith@bloomington.in.gov](mailto:jane.kupersmith@bloomington.in.gov). Please limit e-mail submissions to contain no more than two attachments or send a link with access to all proposal documents.

Bids shall reference the specific blocks being submitted, have "Hopewell East Public Offering Proposal" in the subject line, and the name and address of the submitting organization(s) must be included in the body of the e-mail. The City will not provide any pre-selection information concerning the status of proposals other than the acknowledgment that they were received.

All submissions must include the following:

**Section 1: Statement of interest**

- Provide a statement of interest (1 page maximum) outlining your team's vision for the development of Blocks 1, 2, and/or 3. In this statement include why your team is interested in the property, why your team is best qualified to serve as the City of Bloomington's development partner, and a summary of your proposal's alignment with the City's objectives.
- Interest in future phases and general process and approach for the other anticipated blocks.

**Section 2: Developer Qualifications and Capacity**

- Team Information
  - Identify the team's single point of contact (preferably executive level) for your organization with whom to communicate during the solicitation process, along with contact information.
  - Describe the development team, identifying key individuals and providing resumes. While not required at this stage, if you have partners in mind such as architects, engineers, builders, etc., please submit their qualifications.
  - Provide an organizational chart describing the project team, entities, and key personnel.
  - If the respondent is a joint venture or partnership, describe the organizational structure and legal framework by which the work would be carried out.
  - Developers are strongly encouraged to share information about W/MBE participation on prior projects, including recruitment strategies and participation rates.
- Team Project Experience
  - Describe the team's overall expertise and description of the portfolio of development projects.
  - Provide three to five detailed examples of your experience developing and/or operating projects of similar size, scope, and character, with emphasis on any projects related to affordable and market rate housing. Include the following information for each project provided:
    - Project name and location
    - Date of award of contract
    - Start/end dates of construction, including phasing plan if applicable
    - Program description and uses, including residential by type, retail, office, and/or community use

- Gross square footage and unit counts. For residential, note market rate versus affordable units and identify AMI levels.
  - Development partners and other partners involved
  - Project budget versus final total development cost
  - Financing structures, including:
    - Names of financing institutions, including lenders and equity provider
    - Any public subsidy or tax credit programs received in the development of the project
    - Any public financing utilized
  - Photographs/renderings
  - Project reference (contact person, phone number, and email address)
  - If applicable, describe any experience partnering with employer-assisted housing or other employer-related housing programs
- Statement of the team's financial capacity to implement the proposed project, including:
    - Demonstrate evidence of your firm's financial capacity to take on this project.
    - Identify any financial partners and evidence of their capacity.
    - Information about recent closings

### **Section 3: Project Description and Approach**

**Note:** Submitters can choose to submit on Block 1, 2, 3, or any combination of the three, but must submit a proposal for at least one entire block.

- Describe the proposed development concept, including:
  - Preliminary site plan and design concepts. Renderings/graphic portrayals of the project concept may be submitted but are not required.
  - Development program and uses
  - Gross square footage by use and residential unit counts. For residential, note market rate versus affordable unit counts and identify AMI levels.
  - Parking strategy, location(s), and parking unit count for each location(s), including the use of the existing parking garage on Block 4, if applicable
- Describe how the proposal meets the city's development parameters and outlined in this Offering, particularly:
  - Affordability amount and terms, including number of affordable units specified by AMI level and length of affordability term
  - Sustainability goals and specific features
  - Design excellence

- UDO and Overlay compliance
- Describe the proposed approach to the non-City-owned parcels on Block 2 (300-314 W 1<sup>st</sup> Street) currently available on the market, including:
  - Level of interest in acquiring the site
  - Approach to acquisition and phasing
  - Impact on site plan and other major considerations
- Provide a projected development schedule through completion, including all pre-development and phasing stages across the blocks.
- Provide how local and diverse vendors and subcontractors would be engaged for this project.
- Describe the general terms the applicant proposes for the land transfer (e.g. up-front purchase or ground lease payments and structure) and the approximate amount and form of any City assistance applicant deems necessary to finance the project.
- Describe City, state, federal and other public funds or incentives that may be requested. If any City funds or incentives are contemplated in the proposal's financing plan, the applicant must indicate what type of funding is proposed, the amount requested, and proposed use(s) of such funds (i.e., pre-development, soft costs, and/or construction).
- Provide a financial pro forma in Excel for the project, including:
  - Projected itemized development costs, including hard, soft, and financing costs by use, and specify developer and construction management fees.
  - Estimated sources and uses of funds, including proposed incentives and subsidies.
  - Cash flow model including projected residential and commercial rents, parking revenue, vacancy, operating expenses, capital reserve, real estate taxes, annual escalations, and developer IRR, target yield on cost, or other return metrics.
  - Specify capitalization rates.
- The pro forma will be treated and reviewed confidentially and will not become a part of the public record. However, the pro forma must be received at the same time as the proposal submittal.
- The following assumptions should be used when preparing the financial pro forma, unless alternative funding sources are subject to different and more restrictive terms:
  - Construction estimates: Use local wage and/or hiring requirements.
  - Contingencies: A construction contingency is expected to be included for at least 10% of the costs.
  - Leverage: it is anticipated that the selected developer will obtain the majority of financing for development of the project from non-City

sources. Submittals with higher leverage ratios than other submittals will be evaluated favorably.

- Federal requirements: if the proposed financing plan includes federal funding sources such as HOME or Section 8, include costs and time for compliance with all applicable federal requirements (Section 3, Davis Bacon, URA, NEPA, etc.) in project pro forma and timeline.

### **13. Offering Response Evaluation**

The RDC will review the qualifications of each team, considering each element of the response. Review of responses will be based on the following criteria:

- Alignment of project proposal with the goals and objectives outlined in this Offering Packet as well as the City's Comprehensive Plan, zoning (UDO and TRO), and the Hopewell Master Plan vision
- Demonstration of an organized team capable of partnering with the RDC and the City of Bloomington and successfully executing the proposed project
- Experience developing mixed-use, affordable, and mixed-income housing at complex sites
- Demonstration of financial capacity and proven ability to secure financing for similar projects
- Proven ability to deliver projects on time and to guarantee completion
- Commitment and demonstration of high-quality design, materials, and construction
- Commitment and demonstration of sustainability in project design and construction
- Experience working with public sector entities and delivering public benefit

**14. Notice of Public Record:** Pursuant to the Indiana Public Records Act found in Indiana Code 5-14-3, unless otherwise excepted from the law, all documents submitted in response to this Notice of Offering will be considered public records and will be made available to the public upon request. Materials exempted from disclosure by statute may be found at Indiana Code Section 5-14-3-4, Submissions received may be posted on the City's website as part of the review process. In the event you may submit information that you consider proprietary and confidential, please consult Assistant City Attorney Anna Holmes at [anna.holmes@bloomington.in.gov](mailto:anna.holmes@bloomington.in.gov), (812) 349-3426.

Supporting Documents:

- Blocks 1, 2, and 3 Primary Plat
- Blocks 1, 2 and 3 Recorded Plat
- Hopewell East Infrastructure Plans
- Hopewell East Infrastructure Construction – Timelapse Video
- Bloomington Hospital Site Redevelopment Master Plan Report (January 2021)

**24-82**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT TO AGREEMENT WITH J.S. HELD**  
**FOR PROJECT MANAGEMENT SERVICES FOR THE HOPEWELL SITE**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the legacy Indiana University Health-Bloomington Hospital site at 2nd and Rogers Streets and surrounding parcels to redevelop it into the new Hopewell neighborhood (“Hopewell”); and

WHEREAS, in Resolution 20-96, the RDC approved an Agreement with CORE Planning Strategies now known as J.S. Held LLC (“J.S. Held”) to serve as the project manager for the Hopewell redevelopment project (“Services”); and

WHEREAS, the RDC approved amendments and extensions to the Agreement in Resolutions 22-16, 23-61, and 24-58; and

WHEREAS, the Agreement as amended is currently set to expire on December 31, 2024; and

WHEREAS, the redevelopment of the Hopewell site continues, and the City has continued need for a project manager into 2025 (“Additional Services”); and

WHEREAS, Staff have negotiated an amendment to the agreement with J.S. Held, which is attached to this Resolution as Exhibit A (“Amendment”), to extent the services through July 1, 2025; and

WHEREAS, no new funds are expended with the approval of this Amendment.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC approves the Amendment and extends the term for the Additional Services through July 1, 2025.
3. Unless further extended by the RDC in a resolution, the RDC also extend the funding authorization provided in prior resolutions through July 1, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



**CONTRACT COVER MEMORANDUM**

**TO:** Jessica McClellan, Controller; Margie Rice, Corporation Counsel  
**FROM:** Larry Allen, Legal Dept.  
**DATE:** November 13, 2024  
**RE:** Amendment to Agreement with J.S. Held for Hopewell Project Management

<b>Contract Recipient/Vendor Name:</b>	J.S. Held
<b>Department Head Initials of Approval:</b>	JK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Larry Allen
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	June 2, 2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-686
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	July 1, 2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$0 Add'l (Total NTE \$627,342)
<b>Funding Source:</b>	Consolidated TIF
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

**Summary of Contract:** Amendment to extend the term of services through July 1, 2025, for J.S. Held to continue to provide project management services for Hopewell.

**AMENDMENT NO. 4**  
**TO OWNER’S PROJET MANAGEMENT AGREEMENT BETWEEN**  
**THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION**  
**AND J.S. HELD**  
**FOR HOPEWELL PROJECT MANAGEMENT**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) and J.S. Held (“J.S. Held”) (collectively the “Parties”) entered into an agreement for Project Management services for the Bloomington Hospital Site Redevelopment project, now known as the Hopewell Neighborhood project (“Agreement”); and

WHEREAS, the Hopewell project continues to progress and the project management services (“Services”) are required for the project through July 1, 2025; and

WHEREAS, the Parties want to execute this Amendment to the Agreement to extend the term and Services under the Agreement (“Amendment”).

NOW, THEREFORE, the parties agree:

1. Paragraph 1.12: The Services to be performed under the Amendment shall be extended through July 1, 2025.
2. In all other respects, the Agreement will remain in effect as originally written.

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

**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**

**J.S. HELD**

\_\_\_\_\_  
Deborah Myerson, President                      Date

\_\_\_\_\_  
Debra S. Kunce, Vice President              Date

**24-83**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**ADOPTION OF THE COMMISSION'S ANNUAL SPENDING PLAN FOR 2025**

WHEREAS, the City of Bloomington currently has three allocation areas for purposes of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3: (1) the Consolidated Allocation Area, (2) the North Kinser Road and Prow Road Allocation Area, and (3) the Meridiam Allocation Area; and

WHEREAS, the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area were created by the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington ("Common Council") pursuant to Indiana Code 36-7-14; and

WHEREAS, the Indiana General Assembly adopted a new law, codified as Indiana Code § 36-7-14-12.7, which requires each redevelopment commission to adopt and submit a spending plan to the Indiana Department of Local Government Finance, the Mayor, and the Common Council ("Spending Plan") before December 1 of each year. The Spending Plan must include a description of the planned expenditures for the next calendar year; and

WHEREAS, the RDC met in a special session on October 30, 2024, to discuss its 2025 Spending Plan with Reedy Financial Group ("Reedy"); and

WHEREAS, Reedy has prepared the RDC's Spending Plan for 2025, which is attached to this Resolution as Exhibit A, in accordance with Indiana Code § 36-7-14-12.7 and the Department of Local Government Finance's guidelines.

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

1. The RDC hereby approves the Spending Plan attached to this Resolution as Exhibit A.
2. The RDC directs the Controller to cause the adopted Spending Plan to be uploaded to Indiana's Gateway File Transmission Application system and to send copies of the plan to Mayor Kerry Thomson and the Bloomington Common Council before December 1, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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

**Bloomington RDC 2025 TIF Spending Plan - Exhibit A**

	<b>Bloomington Consolidated Allocation Area - Fund # 439</b>	<b>North Kinser Pike Allocation Area - Fund # 446</b>	<b>Total</b>
a. Debt Payments	\$ 7,939,023		\$ 7,939,023
b. Educational and Training Programs			\$ -
c. Capital Expenditures	\$ 19,990,417	\$ 402,500	\$ 20,392,917
d. Grants and Contributions			\$ -
e. Professional Expenses	\$ 69,000		\$ 69,000
f. Capital and Operating for Police/Fire	\$ 3,450,000		\$ 3,450,000
g. Operating Expenses			\$ -
h. Military Base Expenditures			\$ -
i. Efficiency Programs			\$ -
j. Reimbursements - Training			\$ -
k. Reimbursements - Unit			\$ -
l. Finance Proceeds Expenditures			\$ -
m. Expenditures from Property Tax Levy			\$ -
n. Expenditures from State or Federal Grants/Loans			\$ -
o. Other Anticipated Expenditures	\$ 1,725		\$ 1,725
<b>Total Spending</b>	<b>\$ 31,450,164</b>	<b>\$ 402,500</b>	<b>\$ 31,852,664</b>

*The Redevelopment Commission recognizes that this Spending Plan has been prepared using information currently available, and that unexpected opportunities or needs may arise in 2025 making it appropriate for the Redevelopment Commission to make expenditures not anticipated by this Spending Plan.*

**24-84**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**AGREEMENT FOR ACCESS CONTROL AND VIDEO MONITORING INSTALLATION SERVICES WITH TECH ELECTRONICS OF INDIANA, LLC, FOR THE FORGE (a.k.a. TRADES DISTRICT TECH CENTER)**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, “The Forge” in the Trades District (“Project”); and
- WHEREAS, construction on the Project is underway, and requires solar design services to guide the installation of a solar array on the building; and
- WHEREAS, staff have negotiated an Agreement with Tech Electronics of Indiana, LLC, to install and set up access control and video monitoring hardware (“Services”) for The Forge, which is attached to this Resolution as Exhibit A; and
- WHEREAS, Tech Electronics has agreed to perform the Services for an amount not to exceed \$15,687.00; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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

1. The RDC reaffirms its approval of the Project to construct The Forge in the Trades District.
2. The RDC hereby approves the Agreement with Tech Electronics of Indiana, LLC, which is attached to this Resolution as Exhibit A, for an amount not to exceed \$15,687.00 to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller’s office pursuant to the RDC and City of Bloomington’s normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2024, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



**CONTRACT COVER MEMORANDUM**

**TO:** Controller Jessica McClellan; Corporation Counsel Margie Rice  
**FROM:** Jane Kupersmith, ESD Director  
**DATE:** November 15, 2024  
**RE:** Services Agreement with Tech Electronics for The Forge Access Control and Camera Monitoring Hardware and Installation

<b>Contract Recipient/Vendor Name:</b>	Tech Electronics of Indiana, LLC
<b>Department Head Initials of Approval:</b>	JK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Larry Allen
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2035
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	24-678
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	December 31, 2024
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$15,687.00
<b>Funding Source:</b>	Consolidated TIF (Downtown)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	n/a
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes (Weddle Bros as Construction Manager)

**Summary of Contract:** Services agreement for procurement and installation of access control system and video monitoring system for The Forge.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, THE BLOOMINGTON  
REDEVELOPMENT COMMISSION, AND  
TECH ELECTRONICS OF INDIANA, LLC**

This Agreement, entered into on this \_\_\_\_\_ day of November, 2024, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Tech Electronics of Indiana, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform services as detailed in Exhibit A, “Scope of Work.”

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor’s work, Contractor agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s designated project manager, John Fernandez, and the Construction Manager as Advisor, Weddle Brothers Construction. Contractor agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

**Article 2. Standard of Care** Contractor 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 City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the City** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The City’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The City shall pay Contractor for all fees and expenses in an amount not to exceed Fifteen Thousand Six Hundred Eighty-Seven Dollars (\$15,687.00). Contractor may either submit a single invoice upon completion of the work or submit invoices to the City monthly throughout completion of the Services described in Article 1. **Invoices shall be sent via email to [esd@bloomington.in.gov](mailto:esd@bloomington.in.gov) or via first class mail postage prepaid to Economic and Sustainable Development City, 401 N. Morton Street, Suite 150, Bloomington, IN 47404.** Payment will be remitted to the Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City 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 City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor 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 Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor 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 City. Contractor 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 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) 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 City, 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 City's will be called upon

to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. 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 15. 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 16. Assignment** Neither the City nor the Contractor 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 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. 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 19. Non-Discrimination** Contractor shall comply with Bloomington Municipal Code Chapter 2.23 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor 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, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor 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). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:** City of Bloomington, Attn: Corporation Counsel, 401 N. Morton St., Suite 220, Bloomington, Indiana 47404.

**Contractor:** Tech Electronics of Indiana, LLC, Attn: Jack Rosebrough, 2701 Fortune Circle East., Indianapolis, Indiana 46241.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Tech Electronics of Indiana, LLC.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. 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 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**

**TECH ELECTRONICS OF INDIANA, LLC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Signature

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Deborah Myerson, President

**EXHIBIT A**  
**Scope of Work**

**[See attached]**



Price Valid Thru : 11/22/24

Resolution 24-84  
SUBMISSION Exhibit A  
Page: 1  
Date: 11/8/2024  
0167296-03H

The Power of Connection and Protection®

Mrs. Victoria Crawley  
The Mill  
642 N Madison St  
Bloomington, IN 47404

Project: The Mill  
Bloomington Trades District Technology Center

email: operations@dimensionmill.org

**Tech Electronics of Indiana, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:**

**ITEM # 1 Lenel OnGuard 32ES Quick Quote**

Lenel OnGuard 32ES Access Control System

**System Overview:**

Tech will furnish the material and professional labor services as detailed in this Submission for the following system(s) based on our interpretation of the customers needs to have a stand alone Lenel access control system to monitor and control the previously sold Lenel door controller.

Tech will provide the following:

1. Lenel OnGuard 32ES access control server and client PC with monitor that will control the previously installed M2220 door controller. The client PC will be installed in an office across the street from the server. A network connection between the client and the server will need to be provided.
2. 100 access control credentials.
3. Deduct of 2000 feet of composite access control cable that was not used on the previous project.
4. Programming, testing, and customer instructions on the access control system.

The following is EXCLUDED from this quote:

1. Cable and installation of the access control system.
2. Network components. Since there is 1 server and 1 client PC, 2 network ports and IP addresses will need to be provided for connection to the customers network. The POE switch provided in the video surveillance quote can be used for the server and door controller as well.

Due to the current business environment where material costs increase daily beyond our control, prices quoted herein are only valid for 14 days from the date on this Submission.

**QuantityDescription**

**HEADEND**

- 1 Lenel OnGuard 32ES Client System, With PC, DOES NOT INCLUDE MONITOR
- 1 Lenel OnGuard 32ES Server System with PC, DOES NOT INCLUDE MONITOR

**SMART CARDS**

- 100 iClass Contactless Smart Card, Programmed, w/ External Number & Vertical Slot

Please see last page of this submission for customer acceptance.

**Tech Electronics of Indiana, LLC**  
2701 Fortune Circle East

**MONITOR FOR CLIENT MACHINE**

- 1 Monitor, LED 20", 720P, HDMI, VGA, BNC

**DEDUCT CABLE FROM PREVIOUS PROJECT**

- 2 Cable, Composite, Card Access

**Scope of Work by Tech Electronics:**

TOTAL purchase price includes only equipment listed on this Submission and only labor services as described on this Submission. Any other labor services that may be required may be furnished by Tech as an extra to this submission.

**ITEM # 2 Hanwha NVR**

**System Overview:**

Tech will furnish the material and professional labor services as detailed in this Submission for the following system(s) based on our interpretation of the customers needs to have a stand alone NVR to monitor the previously sold Hanwha cameras. This solution uses a 32 channel Hanwha NVR.

Tech will provide the following:

1. Hanwha 32 channel NVR with 24TB hard drive for storage. This NVR storage was calculated to allow 19 days of storage with the cameras being recorded continuously at 15 frames per second using H.265 compression. This can be increased to 64 days of recording storage space by changing the cameras to motion recording or the hard drive can be reduced to 8TB.
2. A 24 port POE network switch with 370 Watts of available power to power the connected cameras. The current amount of power needed to run the 14 cameras is 195.7 Watts.
3. A 1500VA UPS backup power supply is include for when the power goes out.
4. Patch cables (1') are included for connecting the existing patch panel to the POE network switch and from the NVR to the POE network switch.
5. Programming, wire termination in access control panels, testing, and customer instructions.

The following is EXCLUDED from this quote:

1. Network components. Since there is 1 NVR and 14 cameras, 1 network port and 15 IP addresses will need to be provided for connection to the customers network.
2. Workstation computers. Since this is a browser based video surveillance system, a dedicated workstation is not necessary and will not be provided.

The following lists the minimum suggested hardware and operating system requirements needed to run the Web Viewer on a customer provided PC:

- Recommended browser : Edge, Chrome
- Supported browsers : Chrome, Edge, and Safari
- Supported OS : Works on all of the Windows, Linux, and OS X environments given the platform-independent nature of the web.
- Tested environments : Tested and certified to run on Windows® 10 with Edge 83, Google Chrome™ 83 and

Please see last page of this submission for customer acceptance.





Price Valid Thru : 11/22/24

Resolution 24-84  
SUBMISSION Exhibit A  
Page: 4  
Date: 11/8/2024  
0167296-03H

The Power of Connection and Protection®

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

**Invoicing and Payment Terms**

Tech Electronics will invoice monthly, on a progress basis, according to AIA standards or similar details. Retention will not be more than 10%.

Price does not include applicable state, city or local tax unless otherwise noted. Equipment and applicable freight will be billed upon receipt of equipment at the installer’s warehouse. Invoice payment terms are due upon receipt.

**This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser’s formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.**

PAYMENT: Standard Construction Terms, as described herein.

DELIVERY: F.O.B. Tech Electronics of Indiana, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

**CUSTOMER ACCEPTANCE:**

**Tech Electronics of Indiana, LLC**

\_\_\_\_\_  
Authorized Signature                      Date

Salesperson: \_\_\_\_\_  
**Jack Rosebrough**                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tech Officer's Acceptance                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

## Attachment A

### SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Indiana, LLC (“Tech”) to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer’s signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.13. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

#### 1. Services.

##### 1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the “Goods” and the “Services”) in connection with the system(s) (as described in the Submission, the “System”). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

##### 1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech’s per call rates and terms then in effect. Some examples of causes other than breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purpose; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

##### 1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

##### 1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer’s premises in the event of an emergency occurring during periods of Customer’s apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer’s premises without being asked to do so by Customer.

#### 2. Payment Terms.

##### 2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney’s fees, shall be paid by Customer.

##### 2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

##### 2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer’s software is not maintained at the current manufacturer’s software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.

**3. Software Sublicense.**

**3.1 Right To Distribute and Sublicense; Restrictions.**

Tech has acquired from one or more third parties (each a “Third Party”) the right to distribute and sublicense certain Third Party software (the “Software”) for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

**3.2 Third Party Software Terms and Conditions.**

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech’s then-current services rates.

**3.3 Third Party Beneficiary.**

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

**3.4 Software Release Levels.**

Customer shall, at Customer’s sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech’s then-current services rates.

**4. Termination**

In addition to Tech’s rights under Section 8.2, Tech’s obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

**5. Warranties, Indemnification, and Restricted Phones Waiver.**

**5.1 General Warranty.**

The scope and coverage of Tech’s warranty is set forth in the Submission. The warranty will commence on the date of Customer’s First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. “First Beneficial Use” means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer’s premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech’s obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech’s charges are based solely upon the value of the services provided and are unrelated to the value of Customer’s property or the property of others located on Customer’s premises.

**5.2 Disclaimer of Warranties as to Software.**

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

**5.3 Indemnification.**

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF Tech IS ON CUSTOMER’S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech’s option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys’ fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.



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**6. Limitation of Liability.**

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

**7. Waiver of Subrogation.**

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

**8. Defaults and Remedies.**

**8.1 Default.**

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

**8.2 Remedies.**

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission by written notice to Customer; (v) recover any other costs Tech is required to bear in respect to the System and/or services provided under the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Customer, then Tech, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and Tech shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

**9. Miscellaneous Provisions.**

**9.1 Subcontracting: Assignment.**

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

**9.2 Subcontracting:**

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees wages and benefits equal to or better than the wages and benefits contained in the applicable Tech labor agreement. The parties agree that this is a material term and that Tech will rely on the Subcontractor's compliance with this provision.



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**9.3 Nonsolicitation.**

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

**9.4 Third-Party Beneficiary.**

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

**9.5 Force Majeure.**

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

**9.6 Entire Agreement.**

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

**9.7 Amendments.**

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

**9.8 Severability.**

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

**9.9 Governing Law.**

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

**9.10 Waiver of Jury Trial.**

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

**9.11 Notices.**

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

**9.12 Binding Effect.**

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

**9.13 Disclaimers and Waivers.**

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.10. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

**End of Terms and Conditions**



**EXHIBIT C**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TECH ELECTRONICS OF INDIANA, LLC

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

\_\_\_\_\_  
Printed Name, Title

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_