

AGENDA
REDEVELOPMENT COMMISSION

December 15, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

The public may also attend virtually at the following link:
<https://bloomington.zoom.us/j/81651241659?pwd=klrJA1w3oV67PBX3e6zyOvtTO6siEt.1>
Meeting ID 816 5124 1659 Passcode 198758

The City also offers virtual options, including CATS public access television
(live and tape delayed) found at <https://catstv.net/>.

Redevelopment Commission Members

- Deborah Myerson, President – Term: 1/1/2025-12/31/2025 (Council Appointment)
- Sue Sgambelluri, Vice-President – Term: 1/1/2025-12/31/2025 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Randy Cassady – Term: 1/1/2025 – 12/31/2025 (Council Appointment)
- Sam Fleener – Term: 1/1/2025 – 12/31/2025 (MCCSC Representative, non-voting)
- Anna Killion-Hanson - Redevelopment Commission Executive Director
- Jessica McClellan - Redevelopment Commission Treasurer

I. ROLL CALL

II. MINUTES – December 1, 2025

III. EXAMINATION OF CLAIM REGISTERS – December 5, 2025 for \$ 103,242.27

IV. EXAMINATION OF PAYROLL REGISTERS – November 26, 2025 for \$63,466.49

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Update

VI. NEW BUSINESS

- A. Resolution 25-141: Approval of Agreement with Adaptive Commons for Comprehensive and Coordinated Design of Hopewell West Block 4

Start Public Hearing

- B. Resolution 25- 151: Approval of adoption of the Citizen Advisory Committee's recommendations for the 2026 Community Development Block Grant Funds.

End Public Hearing

- C. Resolution 25-152: Conceptual Approval of Comprehensive and Coordinated Design of Hopewell South Blocks 8, 9 & 10 for Request to Rezone
- D. Resolution 25-153: Approval of Change Order Package #1 for Hopewell West
- E. Resolution 25-154: Approval of Lease Agreement with Prometheus Energetics, LLC at The Forge

VII. OLD BUSINESS

A. Resolution 25-136: Supporting the Convention Center Host Hotel on the College Square Property

VIII. BUSINESS/GENERAL DISCUSSION

IX. ADJOURNMENT

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

The 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 get in touch with Anna Killion-Hanson at 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, December 1, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:

<https://catstv.net/m.php?q=15273>

I. ROLL CALL

Commissioners Present: Deborah Myerson, Sue Sgambelluri, John West, Randy Cassady; Laurie McRobbie (via zoom until 6pm) and Sam Fleener, via Zoom
City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development Department (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Jane Kupersmith, Director, Economic & Sustainability Department (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Dana Kerr, Assistant City Attorney, Legal Department; Roy Aten, Sr. Project Manager, Engineering; Julius Mitchell, Legislative Affairs Specialist, Office of the Mayor; and Margie Rice, Corporation Counsel, Legal Department via Zoom

Others Present: Hopi Stosberg, President, City Council; Isabelle Piedmont-Smith, Vice President, City Council; Andy Ruff, City Council; John Fernandez, CEO, The Mill; John Whikehart, President, Capital Improvement Board; Dave Askins, B-Square Bulletin; Geoff McKim; Christopher Emge; Jerry Hays; Eric Spoonmore; Greg Alexander

II. READING OF THE MINUTES: John West moved to approve the minutes for November 21, 2025. Randy Cassady seconded the motion. The motion passed via roll call vote.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the November 21, 2025, claim register for \$414,360.89. Laurie McRobbie seconded the motion. The motion passed via roll call vote.

IV. EXAMINATION OF PAYROLL REGISTERS: Randy Cassady moved to approve the November 14, 2025 payroll register for \$62,269.51. Sue Sgambelluri seconded the motion. The motion passed via roll call vote.

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report:** Anna Killion-Hanson shared an update on Hopewell South, the filing for the Development Review Commission (DRC) will be on December 2, 2025. Once staff receives feedback the details will be shared with the RDC Commission.
- B. Legal Report:** Dana Kerr provided an overview of the statutory rules and duties of the RDC. Kerr was available for questions.
- C. Treasurer's Report:** Jessica McClellan was available for questions.
- D. Business Development Update:** Jane Kupersmith was available for questions.

VI. NEW BUSINESS

- A. Resolution 25-136: Supporting the Convention Center Host Hotel on the College Square Property.** Anna Killion-Hanson presented Resolution 25-136 and noted that staff received several comments on the item. She emphasized the importance of ensuring that everyone is updated on how the project began and where it stands today.
Jane Kupersmith provided an overview. She noted that this type of resolution would ideally be accompanied by a memo outlining the full project timeline. Staff was approached last fall after the

Capital Improvement Board (CIB) completed its selection of an hotelier for the Bloomington Convention Center. The hotelier evaluated multiple potential sites, each with unique advantages and challenges. The Bunger & Robertson property located at 216 South College was ultimately selected for its trail adjacency, proximity to both the existing and future convention center, flat topography, and overall readiness for development. Kupersmith explained that the resolution presented formalizes the level of support staff believes is necessary for the project to proceed. The recommended support is less than what the hotelier requested but represents the maximum staff can responsibly propose. She emphasized that the convention center is a cornerstone of the community's economic development strategy and that a host hotel is critical to its long-term success. The chosen site also aligns with broader City initiatives throughout the downtown core, from Switchyard Park through the Trades District to Miller Showers Park.

Deborah Myerson asked for public comments.

Jerry Hays – shared his support for the resolution.

Greg Alexander - opposed providing significant financial support to a private business, stating it was unfair to taxpayers and contradicted earlier assurances. He questioned the process and the City's management of undeveloped public properties. He urged the RDC not to move forward without a clear plan, emphasized prioritizing pedestrian connectivity—especially to the B-Line Trail and requested that any land contributions include firm commitments from the CIB.

Isabelle Piedmont-Smith - reminded the RDC that eight of nine City Council members opposed using additional taxpayer funds for the convention center hotel and stated that the nearly \$7 million spent on property should be returned to the TIF for more pressing community needs. She stressed that the Council should be consulted on decisions involving taxpayer dollars, raised concerns that the property purchases avoided Council approval, and felt it was premature to signal willingness to give away the property. She encouraged issuing a revised RFP to determine whether other developers might be interested rather than conceding to a single developer.

John Whikehart - expressed support for the resolution and appreciation for the work done on the project. He noted that the College Square property was originally purchased in 2019 to support the convention center expansion and host hotel, but it has since generated no tax revenue. He explained that the CIB selected Dora Hospitality as the hotel developer, who prefers the RDC-owned site, but a significant funding gap remains. The CIB has already reduced design costs by about \$15 million to help narrow the gap, though a shortfall still exists. Whikehart highlighted the significant economic benefits projected for the host hotel project, including millions in new revenue and roughly 500 new jobs, and noted that the College Square site offers the best walkability and visitor access. He said that if the resolution passes, the RDC and CIB will have done all they can, leaving Dora to determine whether it can close the remaining funding gap. If it fails, the CIB will revisit other sites with Dora or issue a new RFP, though similar financial challenges are likely. He urged the RDC to view the proposal as an investment and support the resolution.

Hopi Stosberg - stated her support for the Council's earlier letter opposing additional taxpayer contributions and emphasized that the RDC should not give away the land. She noted the property was purchased at a cost far above its assessed value and expressed concern about managing the consequences of that decision. She felt the resolution, as written, goes too far in suggesting the land could be given to a developer and urged the RDC to reconsider that approach.

Andy Ruff - shared his opposition for the resolution and suggested the resolution to be tabled for further discussion.

Kerr presented two versions of the resolution for consideration. Commissioners discussed which version should move forward for public discussion. The vote before the RDC was not to adopt the resolution but to determine which draft should be used for continued deliberation.

Deborah Myerson iterated that commission was not voting on the resolution, but to opt for which version of the resolution will be part of the business agenda.

John West moved to approve the revised version 2 of the Resolution for discussion. Sue Sgambelluri seconded the motion. The motion passed unanimously.

Deborah Myerson shared that the next agenda item would include either motion to vote on the revised resolution or to table it until the December 15 RDC Commission meeting, allowing the public time to review. She also requested for a memo to be presented along with the resolution. Randy Cassady moved to table the revised Resolution 25-136. John West seconded the motion. The motion passed unanimously.

B. Resolution 25-137: Approval of Extension of Resolution 22-18 for Construction Inspection Agreement for Improvements along 17th Street between Monroe Street and Grant Street.

Roy Aten presented Resolution 25-137. He noted that the Resolution had previously been approved by the Commission but expired in December 2023. Aten explained that the request is to extend the completion date to December 31, 2026, and that no additional funding is being requested.

Deborah Myerson asked for public comments. There were no comments from the public.

Randy Cassady moved to approve Resolution 25-137. Sue Sgambelluri seconded the motion. The motion passed unanimously.

C. Resolution 25-138: Approval of Extension of Resolution 24-34 for Agreement with CSX for the B-Line trail and Multiuse Path Project.

D. Resolution 25-139: Approval of Extension of Resolution 24-50 for Construction Engineering Contract for the B-Line Trail and Multiuse Path Project.

Roy Aten presented Resolutions 25-138 and 25-139. He explained that the project was delayed due to environmental reasons, which pushed the timeline out by approximately one year. Aten is requesting approval to extend the expiration date to December 31, 2026, and noted that no additional funding is being requested.

Deborah Myerson asked for public comments. There were no comments from the public.

Randy Cassady moved to approve Resolution 25-138, 25-139. John West seconded the motion. The motion passed unanimously.

E. Resolution 25-140: Approval of Rent Credit for Dimension Mill, Inc.

Jane Kupersmith presented resolution 25-140. She explained that the south wall of the Dimension Mill had deteriorated earlier this year. The RDC approved emergency repairs, and the wall was rebuilt. Although the wall has now been restored, the event space was offline for 122 days. This created major revenue challenges for the Mill, as this area is part of their premium leasable space. Jane noted that the lease does not address this type of situation. Given the length of the outage, staff recommended issuing a rent credit based on the event hall's share of total square footage and the number of days it was out of service. The resolution formalizes that recommendation.

Deborah Myerson asked for public comments.

John Fernandez noted that the lease is consistent with the resolution.

Dana Kerr read the amended language

WHEREAS, per section 8.01 01 of the lease, the RDC shall provide a credit based on percentage of square feet that could not be utilized;

John West moved to approve Resolution 25-140, as amended. Randy Cassady seconded the motion. The motion passed unanimously.

F. Resolution 25-141: Approval of Agreement with Adaptive Commons for Comprehensive and Coordinated Design of Hopewell West Block 4.

Anna Killion-Hanson requested to have the resolution tabled.

Deborah Myerson asked for public comments. There were no comments from the public.

Sue Sgambelluri moved to table Resolution 25-141. John West seconded the motion. The motion passed unanimously.

****RECESS****

The Commission recessed at 7:18 p.m. and reconvened at 7:21 p.m.

G. Resolution 25-142: Approval of Agreement for BCM Use of Jackson Street and Alley at Hopewell West.

Anna Dragovich presented Resolution 25-142. She explained that this agreement between the RDC and BCM, the contractor for the Core Building project, outlines the contractor's responsibility for any damage to the adjacent streets. The Engineering Department is finalizing construction on Jackson Street to the west and an alley to the north, and BCM will need to use

these areas for staging materials and equipment due to site constraints. The agreement ensures that any damage occurring before the streets.

Deborah Myerson asked for public comments. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 25-142. Randy Cassady seconded the motion. The motion passed unanimously.

H. Resolution 25-143: Approval of Addendum No. 1 to The Forge Lease Agreement with Branchfire, Inc. To renumber the suite numbers in the Trades District for the lease area units to suites 100 for the first floor and the second floor would be changed to suites 200.

I. Resolution 25-144: Approval of Addendum No 1 to the Forge Lease Agreement with K23 Films, Inc. To renumber the suite numbers in the Trades District for the lease area units to suites 100 for the first floor and the second floor would be changed to suites 200.

J. Resolution 25-145: Approval of Addendum No 1 to the Forge Lease Agreement with Bloom. To renumber the suite numbers in the Trades District for the lease area units to suites 100 for the first floor and the second floor would be changed to suites 200.

K. Resolution 25-146: Approval of Addendum No 1 to the Forge Lease Agreement ViVum Al. Anna Killian-Hanson presented Resolution 25-143, 25-144, 25-145, 25-146. Staff received a request to renumber the suite numbers in the Trades District for the lease area units to suites 100 for the first floor and the second floor would be changed to suites 200.

Deborah Myerson asked for public comments. There were no comments from the public.

John West moved to approve 25-143, 25-144, 25-145, and 25-146. Sue Sgambelluri seconded the motion. The motion passed unanimously.

L. Resolution 25-147: Approval of First Amendment to 2024 CDBG Physical Improvement Grant Agreement with New Hope for Families. Matt Swinney presented Resolution 25-147. He requested an extension, explaining that issues with environmental reviews for earlier projects caused delays that pushed the current project further out.

Kerr shared that legal changed some of the language to bring this wording in line with the new set of wording and it relates to a recipient.

Deborah Myerson asked for public comments. There were no comments from the public.

Randy Cassady moved to approve Resolution 25-147. John West seconded the motion. The motion passed unanimously.

M. Resolution 25-148: Approval of Extension of Resolution 22-45 for Construction Inspection Agreement for Hopewell Phase 1 East. The agreements are still active, but the Resolution is set to expire on December 31, 2025. The proposed Resolution would extend the expiration date to December 31, 2026, and noted that no additional funding is being requested.

N. Resolution 25-149: Approval of Extension of Resolution 23-42 for Construction Agreement for Hopewell Phase 1 East. The agreements are still active, but the Resolution is set to expire on December 31, 2025. The proposed Resolution would extend the expiration date to December 31, 2026, and noted that no additional funding is being requested.

O. Resolution 25-150: Approval of Extension of Resolution 24-55 for Hardware and Camera Installation for Hopewell Phase 1 East. Roy Aten presented Resolution 25-150 regarding the construction, construction inspection, and camera installations around the park area in Hopewell East. The agreements are still active, but the Resolution is set to expire on December 31, 2025. The proposed Resolution would extend the expiration date to December 31, 2026, and noted that no additional funding is being requested.

Deborah Myerson asked for public comments. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 25-148, 25-149, 25-150. Randy Cassady seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION John West shared that the RDC has deferred two resolutions. Resolution 25-141 will move forward with a formal staff presentation, as previously planned. The commission requested that Resolution 25-136 have a memo prepared and presented to the commission prior to the December 15 RDC meeting.

Dana Kerr recommended holding a discussion in a quorum at a RDC work session.

The RDC work session scheduled for **December 10 from 5:00 p.m. to 7:00 p.m.** in the **Allison Conference Room**. The session will be publicly noticed and posted on the kiosk.

VIII. ADJOURNMENT John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 7:40 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

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-05-2025 (\$103,242.27)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 11-22-2025 to 12-05-2025. 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.

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 11-22-2025 to 12-05-2025, 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.

Signed by:

E9A0FAE19B82413...
Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 53960 - Grants										
3735 - Bluestone Tree, INC.	18901	15-Neighborhood Imp Grant-Bentley Court HOA-10 trees/bushes	Paid by EFT # 69462		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,000.00
9946 - Andrew Marrs (Andrew Marrs Garden Design LLC)	250083	15-Neighborhood Imp Grant-Bentley Court HOA-consulting	Paid by EFT # 69567		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,067.00
Account 53960 - Grants Totals								Invoice Transactions 2		\$9,067.00
Program 151000 - Neighborhood Totals								Invoice Transactions 2		\$9,067.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11K4-XJG3-LH43	15-Stick Notes, Dry Erase Marker holder, Markers	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	44.96
Account 52110 - Office Supplies Totals								Invoice Transactions 1		\$44.96
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11K4-XJG3-LH43	15-Stick Notes, Dry Erase Marker holder, Markers	Paid by EFT # 69433		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30.02
Account 52420 - Other Supplies Totals								Invoice Transactions 1		\$30.02
Account 53320 - Advertising										
203 - INDIANA UNIVERSITY	96730192	15-Indiana Daily Student Housing Fair (Fall 2025)	Paid by Check # 80886		11/25/2025	11/25/2025	12/05/2025		12/05/2025	600.00
Account 53320 - Advertising Totals								Invoice Transactions 1		\$600.00
Account 53910 - Dues and Subscriptions										
53442 - Paragon Micro, INC	S5728793	15-Microsoft Annual license for Inspectors Sean Hampton	Paid by EFT # 69606		11/25/2025	11/25/2025	12/05/2025		12/05/2025	220.36
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$220.36
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3898	15-MCCA Member Luncheon -Oct. 9 Luncheon A. Hanson	Paid by Check # 80891		11/25/2025	11/25/2025	12/05/2025		12/05/2025	30.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$30.00
Program 151600 - Title 16 Totals								Invoice Transactions 5		\$925.34
Department 15 - HAND Totals								Invoice Transactions 7		\$9,992.34
Fund 1101 - General Totals								Invoice Transactions 7		\$9,992.34



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
9908 - Kaye Lynn Beavers	11.17.25	15-S&S Grant-Peppergrass HOA-landscaping	Paid by EFT # 69447		11/25/2025	11/25/2025	12/05/2025		12/05/2025	212.24
8859 - C&J Cornerstone LLC	R101-GESS	15-R101-Security Rent dep. assistance-3512 S Kennedy Dr-B. Gess	Paid by EFT # 69475		11/25/2025	11/25/2025	12/05/2025		12/05/2025	500.00
10132 - Henderson Court Housing LP (Henderson Court Apts)	R101-MOBLEY	15-R101-Security Rent dep. assistance-2466 S Winslow-A. Mobley	Paid by EFT # 69531		11/25/2025	11/25/2025	12/05/2025		12/05/2025	500.00
7300 - Limestone Crossing Apartments LP	R101-McFARLAND	15-R101-Security Rent dep. Ass't-522 S Basswood Apt C-C. McFarla	Paid by Check # 80890		11/25/2025	11/25/2025	12/05/2025		12/05/2025	300.00
Account 53960 - Grants Totals							Invoice Transactions 4			\$1,512.24
Program 150000 - Main Totals							Invoice Transactions 4			\$1,512.24
Department 15 - HAND Totals							Invoice Transactions 4			\$1,512.24
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions 4			\$1,512.24
Fund 2234 - Unsafe Building										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3583	15-Abatement, (mowing) 304 N Hopewell-11/4/25	Paid by EFT # 69425		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,629.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$2,629.60
Program 150000 - Main Totals							Invoice Transactions 1			\$2,629.60
Department 15 - HAND Totals							Invoice Transactions 1			\$2,629.60
Fund 2234 - Unsafe Building Totals							Invoice Transactions 1			\$2,629.60
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	JH25-11.14.25	15-JHGrant-Sept 2025 salaries	Paid by EFT # 69446		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,144.57
15 - Big Brothers Big Sisters of South Central IN	JH25-11.18.25	15-JH25-payroll for 9/21-11/05/25	Paid by EFT # 69451		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,748.98
1663 - Citizens for Community Justice	JH25-11.14.25	15-JH25 - payroll June-Oct 2025, database storage	Paid by EFT # 69483		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,189.58



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
47 - Community Kitchen Of Monroe County, INC	JH25-11.14.25	15-JH25-food items-Gordon-9/24-10/08/25-Final	Paid by EFT # 69487		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,065.45
7033 - Courage to Change Sober Living, INC	JH25-11.18.25	15-JH25-Drug Cups - Final	Paid by EFT # 69490		11/25/2025	11/25/2025	12/05/2025		12/05/2025	2,745.00
9572 - Girls Inc of Shelbyville & Shelby County (Monroe)	JH25-11.18.25	15-JH25-Banneker Gym Rental, Volleyball Awards Banquet-Final	Paid by EFT # 69521		11/25/2025	11/25/2025	12/05/2025		12/05/2025	829.87
5572 - La Central Latina, INC (El Centro Comunal Latino)	JH25-11.4.25	15-JH25-educational materials and children's books	Paid by EFT # 69561		11/25/2025	11/25/2025	12/05/2025		12/05/2025	800.91
1102 - Mother Hubbard's Cupboard	JH25-11.14.25	15-Vego Garden Pacific Greenhouse	Paid by EFT # 69586		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,999.95
18311 - New Leaf/New Life, INC	JH25-11.14.25	15-JH25-mens/womens clothing-10/8-11/3/25-Final	Paid by EFT # 69598		11/25/2025	11/25/2025	12/05/2025		12/05/2025	4,706.10
700 - Stone Belt ARC, INC	JH25-11.14.25	15-Job Fair expenses-Job-A-Palooza	Paid by EFT # 69647		11/25/2025	11/25/2025	12/05/2025		12/05/2025	5,000.00
3698 - The Hendricks County Child Advocacy Center, INC	JH25-11.18.25	15-JH25-furniture, laptop, area rugs, lamps	Paid by EFT # 69657		11/25/2025	11/25/2025	12/05/2025		12/05/2025	3,985.18
Account 53960 - Grants Totals							Invoice Transactions 11		<div></div> \$38,215.59	
Program 050000 - Main Totals							Invoice Transactions 11		<div></div> \$38,215.59	
Department 05 - Common Council Totals							Invoice Transactions 11		<div></div> \$38,215.59	
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions 11		<div></div> \$38,215.59	
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
10109 - Blue Fox HVAC & Plumbing LLC	44477	15-Diagnostic-HVAC-Trades District 489 W 10th St-9/9/25	Paid by EFT # 69461		11/25/2025	11/25/2025	12/05/2025		12/05/2025	198.00
10109 - Blue Fox HVAC & Plumbing LLC	43833	15-Inspection-HVAC System-Trades District 489 W 10th-8/26	Paid by EFT # 69461		11/25/2025	11/25/2025	12/05/2025		12/05/2025	600.00
9415 - BP Energy Holding Company LLC(BP Energy Retail CO)	21532414	06-City Fac.-Natural Gas Commodity-September 2025 management fee	Paid by EFT # 69686		11/26/2025	11/26/2025	11/26/2025		11/26/2025	3.23



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/22/25 - 12/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101212104031025	15-105 W 4th St Misc Office 1-elec chgs 09/26/25-10/28/25	Paid by Check # 80917		11/26/2025	11/26/2025	11/26/2025		11/26/2025	31.95
223 - Duke Energy	9101205757281125	15-105 4th St W Misc Office 4-elec chgs 09/26/24-10/28/25	Paid by Check # 80917		11/26/2025	11/26/2025	11/26/2025		11/26/2025	159.90
Account 53990 - Other Services and Charges Totals							Invoice Transactions 5			\$993.08
Program 150000 - Main Totals							Invoice Transactions 5			\$993.08
Department 15 - HAND Totals							Invoice Transactions 5			\$993.08
Fund 2519 - RDC Totals							Invoice Transactions 5			\$993.08
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
9941 - Flintlock LTD CO	357218	15-Design of Hopewell South, Blocks 9 & 10 - 11/1/25	Paid by EFT # 69517		11/25/2025	11/25/2025	12/05/2025		12/05/2025	39,442.50
6330 - Marshall Security LLC	4084	15-Security Patrols at Hopewell Properties 10/01/25-10/31/25	Paid by EFT # 69568		11/25/2025	11/25/2025	12/05/2025		12/05/2025	10,456.92
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$49,899.42
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 2			\$49,899.42
Department 15 - HAND Totals							Invoice Transactions 2			\$49,899.42
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 2			\$49,899.42
Grand Totals							Invoice Transactions 30			\$103,242.27

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/05/25	Claims				\$103,242.27
					<u>\$103,242.27</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 \$103,242.27

Dated this 26th day of Nov year of 2025.

I herby 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 S. Hilland



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 26, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11/10/2025 to 11/23/2025. 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 11/26/25 - 11/26/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	11/26/2025	2,790.08		.00	307.38	173.46	40.57	79.78	56.91	141.41	1,990.57
			.00	.00	2,697.89	2,797.89	2,797.89	2,697.89	2,697.89		
		\$2,790.08	\$0.00	\$0.00	\$307.38	\$173.46	\$40.57	\$79.78	\$56.91	\$141.41	\$1,990.57
3954 Bettis, Jeremy	11/26/2025	4,645.89		.00	699.10	287.44	67.22	139.09	99.21	9.72	3,344.11
			.00	.00	4,636.17	4,636.17	4,636.17	4,636.17	4,636.17		
		\$4,645.89	\$0.00	\$0.00	\$699.10	\$287.44	\$67.22	\$139.09	\$99.21	\$9.72	\$3,344.11
10000 Bixler, Daniel R 2594	11/26/2025	2,105.27		.00	187.06	126.91	29.68	60.25	42.98	95.63	1,562.76
			.00	.00	2,046.78	2,046.78	2,046.78	2,046.78	2,046.78		
		\$2,105.27	\$0.00	\$0.00	\$187.06	\$126.91	\$29.68	\$60.25	\$42.98	\$95.63	\$1,562.76
2972 Caswell, Tammy M	11/26/2025	2,951.77		.00	401.24	181.58	42.47	87.41	62.64	97.12	2,079.31
			.00	.00	2,913.69	2,928.69	2,928.69	2,913.69	2,913.69		
		\$2,951.77	\$0.00	\$0.00	\$401.24	\$181.58	\$42.47	\$87.41	\$62.64	\$97.12	\$2,079.31
10000 Collins, Barry 0111	11/26/2025	1,287.50		.00	192.98	79.83	18.67	38.63	22.53	.00	934.86
			.00	.00	1,287.50	1,287.50	1,287.50	1,287.50	1,287.50		
		\$1,287.50	\$0.00	\$0.00	\$192.98	\$79.83	\$18.67	\$38.63	\$22.53	\$0.00	\$934.86
2771 Council, David R	11/26/2025	2,468.16		.00	189.83	152.67	35.70	70.62	50.38	100.09	1,868.87
			.00	.00	2,392.47	2,462.47	2,462.47	2,392.47	2,392.47		
		\$2,468.16	\$0.00	\$0.00	\$189.83	\$152.67	\$35.70	\$70.62	\$50.38	\$100.09	\$1,868.87
10000 Finley, Christina L 0187	11/26/2025	4,242.41		.00	666.15	258.75	60.51	123.74	89.09	119.23	2,924.94
			.00	.00	4,163.27	4,173.27	4,173.27	4,163.27	4,163.27		
		\$4,242.41	\$0.00	\$0.00	\$666.15	\$258.75	\$60.51	\$123.74	\$89.09	\$119.23	\$2,924.94
3955 Hampton, Sean R	11/26/2025	2,146.23		.00	100.74	133.07	31.12	64.39	45.93	.00	1,770.98
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$100.74	\$133.07	\$31.12	\$64.39	\$45.93	\$0.00	\$1,770.98
2393 Hayes, Chastina J	11/26/2025	2,790.08		.00	253.12	172.22	40.28	82.59	48.18	69.54	2,124.15
			.00	.00	2,752.94	2,777.94	2,777.94	2,752.94	2,752.94		
		\$2,790.08	\$0.00	\$0.00	\$253.12	\$172.22	\$40.28	\$82.59	\$48.18	\$69.54	\$2,124.15
			\$0.00	\$0.00	\$2,752.94	\$2,777.94	\$2,777.94	\$2,752.94	\$2,752.94		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/26/25 - 11/26/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	11/26/2025	2,024.03		.00	165.56	125.44	29.34	60.70	43.30	36.78	1,562.91
			.00	.00	2,023.23	2,023.23	2,023.23	2,023.23	2,023.23		
		\$2,024.03	\$0.00	\$0.00	\$165.56	\$125.44	\$29.34	\$60.70	\$43.30	\$36.78	\$1,562.91
3183 Hyten LaFontaine, Stephanie L	11/26/2025	3,817.31		.00	179.02	236.50	55.31	53.28	38.01	2,502.84	752.35
			.00	.00	1,814.47	3,814.47	3,814.47	1,814.47	1,814.47		
		\$3,817.31	\$0.00	\$0.00	\$179.02	\$236.50	\$55.31	\$53.28	\$38.01	\$2,502.84	\$752.35
3306 Killion-Hanson, Anna	11/26/2025	4,666.00		.00	325.02	288.69	67.51	139.69	99.64	9.72	3,735.73
			.00	.00	4,656.28	4,656.28	4,656.28	4,656.28	4,656.28		
		\$4,666.00	\$0.00	\$0.00	\$325.02	\$288.69	\$67.51	\$139.69	\$99.64	\$9.72	\$3,735.73
1516 Liford, Kenneth T	11/26/2025	2,790.08		.00	233.94	172.99	40.46	82.80	59.07	46.60	2,154.22
			.00	.00	2,760.08	2,790.08	2,790.08	2,760.08	2,760.08		
		\$2,790.08	\$0.00	\$0.00	\$233.94	\$172.99	\$40.46	\$82.80	\$59.07	\$46.60	\$2,154.22
2557 Radewan, Tonda L	11/26/2025	2,105.27		.00	172.87	130.15	30.44	61.37	43.78	21.07	1,645.59
			.00	.00	2,084.20	2,099.20	2,099.20	2,084.20	2,084.20		
		\$2,105.27	\$0.00	\$0.00	\$172.87	\$130.15	\$30.44	\$61.37	\$43.78	\$21.07	\$1,645.59
1378 Sandweiss, Noah S	11/26/2025	3,156.62		.00	445.87	196.04	45.85	93.71	66.84	312.99	1,995.32
			.00	.00	3,162.00	3,162.00	3,162.00	3,162.00	3,162.00		
		\$3,156.62	\$0.00	\$0.00	\$445.87	\$196.04	\$45.85	\$93.71	\$66.84	\$312.99	\$1,995.32
10000 Stong, Mary J 0471	11/26/2025	2,790.08		.00	337.01	166.91	39.03	80.02	57.08	272.10	1,837.93
			.00	.00	2,667.20	2,692.20	2,692.20	2,667.20	2,667.20		
		\$2,790.08	\$0.00	\$0.00	\$337.01	\$166.91	\$39.03	\$80.02	\$57.08	\$272.10	\$1,837.93
504 Swinney, Matthew P	11/26/2025	3,817.31		.00	663.82	237.26	55.49	114.35	81.57	44.34	2,620.48
			.00	.00	3,811.77	3,826.77	3,826.77	3,811.77	3,811.77		
		\$3,817.31	\$0.00	\$0.00	\$663.82	\$237.26	\$55.49	\$114.35	\$81.57	\$44.34	\$2,620.48
3781 Tamewitz, Steven W	11/26/2025	2,790.08		.00	329.86	172.98	40.46	79.04	56.38	155.39	1,955.97
			.00	.00	2,634.69	2,790.08	2,790.08	2,634.69	2,634.69		
		\$2,790.08	\$0.00	\$0.00	\$329.86	\$172.98	\$40.46	\$79.04	\$56.38	\$155.39	\$1,955.97
			\$0.00	\$0.00	\$2,634.69	\$2,790.08	\$2,790.08	\$2,634.69	\$2,634.69		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/26/25 - 11/26/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	11/26/2025	3,817.31		.00	297.67	233.19	54.54	111.68	78.02	64.07	2,978.14
			.00	.00	3,761.24	3,761.24	3,761.24	3,761.24	3,761.24		
		\$3,817.31		\$0.00	\$297.67	\$233.19	\$54.54	\$111.68	\$78.02	\$64.07	\$2,978.14
			\$0.00	\$0.00	\$3,761.24	\$3,761.24	\$3,761.24	\$3,761.24	\$3,761.24		
2305 Van Rooy, Angela L	11/26/2025	4,159.73		.00	352.05	257.90	60.31	117.29	83.67	299.15	2,989.36
			.00	.00	3,909.73	4,159.73	4,159.73	3,909.73	3,909.73		
		\$4,159.73		\$0.00	\$352.05	\$257.90	\$60.31	\$117.29	\$83.67	\$299.15	\$2,989.36
			\$0.00	\$0.00	\$3,909.73	\$4,159.73	\$4,159.73	\$3,909.73	\$3,909.73		
728 Wright, Edward E	11/26/2025	2,105.28		.00	201.02	123.86	28.97	59.93	34.96	139.80	1,516.74
			.00	.00	1,997.78	1,997.78	1,997.78	1,997.78	1,997.78		
		\$2,105.28		\$0.00	\$201.02	\$123.86	\$28.97	\$59.93	\$34.96	\$139.80	\$1,516.74
			\$0.00	\$0.00	\$1,997.78	\$1,997.78	\$1,997.78	\$1,997.78	\$1,997.78		
HAND - Housing & Neighborhood Dev		\$63,466.49		\$0.00	\$6,701.31	\$3,907.84	\$913.93	\$1,800.36	\$1,260.17	\$4,537.59	\$44,345.29
			\$0.00	\$0.00	\$60,319.61	\$63,030.00	\$63,030.00	\$60,319.61	\$60,319.61		
Grand Totals		\$63,466.49		\$0.00	\$6,701.31	\$3,907.84	\$913.93	\$1,800.36	\$1,260.17	\$4,537.59	\$44,345.29
			\$0.00	\$0.00	\$60,319.61	\$63,030.00	\$63,030.00	\$60,319.61	\$60,319.61		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/26/2025	Payroll				63,466.49
					63,466.49

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 \$ 63,466.49

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_____

25-141
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH
ADAPTIVE COMMONS FOR
COMPREHENSIVE AND COORDINATED DESIGN OF
HOPEWELL WEST BLOCK 4

WHEREAS, in Resolution 18-10, the Bloomington Redevelopment Commission (“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;

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

WHEREAS, in Resolution 23-51, the RDC approved an agreement for a Condition Assessment and Study of the Hopewell Parking Garage;

WHEREAS, City Staff has negotiated with Adaptive Commons for a comprehensive and coordinated design of Block 4, known on the Secondary Plat as Hopewell West Lots 4 through 11;

WHEREAS, Adaptive Commons appears to be well suited to perform the services outlined in Attachment 1 for a not to exceed fee of One Hundred Twenty-Five Thousand Two Hundred Dollars (\$125,200.00); and,

WHEREAS, the RDC has determined that the payment for such services is an appropriate use of TIF funds and will further the public’s best interests and redevelopment of Hopewell West.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell West Block 4 Project.
2. The RDC finds that the proposal by Adaptive Commons, in an amount not to exceed One

Hundred Twenty-Five Thousand Two Hundred Dollars (\$125,200.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.

3. The RDC finds that the agreement with Adaptive Commons in Attachment 1 will further the public's best interests and redevelopment of Hopewell West and is hereby approved.
4. The RDC authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

AdaptiveCommons

Hopewell Block 4

Pre-Development Scope of Work

December 2025

Adaptive Commons

www.adaptivecommons.com

Adaptive Commons believes that accessing housing that is livable, affordable, sustainable, and resilient represents a human right. We disrupt traditional systems of capital allocation and transform underutilized municipal spaces into housing that is affordable for the local workforce. We invest in civic spaces for civic good, and the returns are bigger than capital.

Our leadership applies the combined experience of five decades of innovation in real estate, investing, and public policy. We are change agents committed to supporting the essential workforce, investing in underutilized spaces through adaptive reuse, and driving community impact at a national scale.

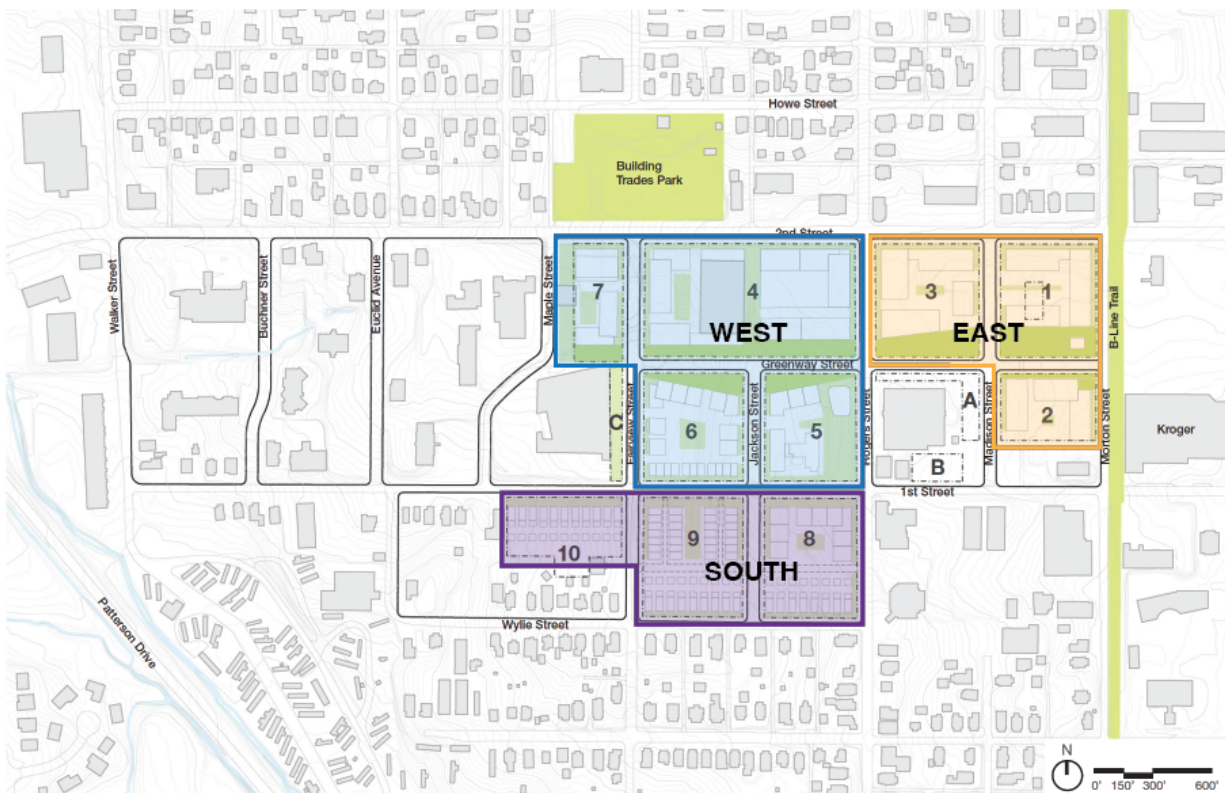
Project summary

The City of Bloomington is leading the transformation of Hopewell into a vibrant and inclusive neighborhood that prioritizes housing affordability, sustainability, and community connection. Over the past several years, the City has engaged several public forums, published a comprehensive Master Plan (2021), and invested in horizontal infrastructural development across the site. In the coming years, redevelopment of the 24-acre former hospital site will deliver over 800 new homes, introduce new green space along the B-Line Trail and across from Buildings Trades Park, restitch the city's street grid, and create a vibrant new neighborhood adjacent to Bloomington's downtown.

The site has been divided into three portions:

- Hopewell East: Blocks 1 – 3 (5.4 acres)
- Hopewell West: Blocks 4 – 7 (9.2 acres)
- Hopewell South: Blocks 8 –10 (5.6 acres)

Pre-development work for Hopewell South has been contracted to Flintlock LAB which includes a partial UDO analysis, detailed site planning, and the design of a catalog of pre-approved plans for a mix of low- to mid-density housing typologies. Hopewell East and Hopewell West present the opportunity to further increase housing density, incorporate existing structures through adaptive reuse, and introduce a variety of uses that attract young professionals—creating a complete, vibrant, and attainable neighborhood that Bloomingtonians are proud to call home.

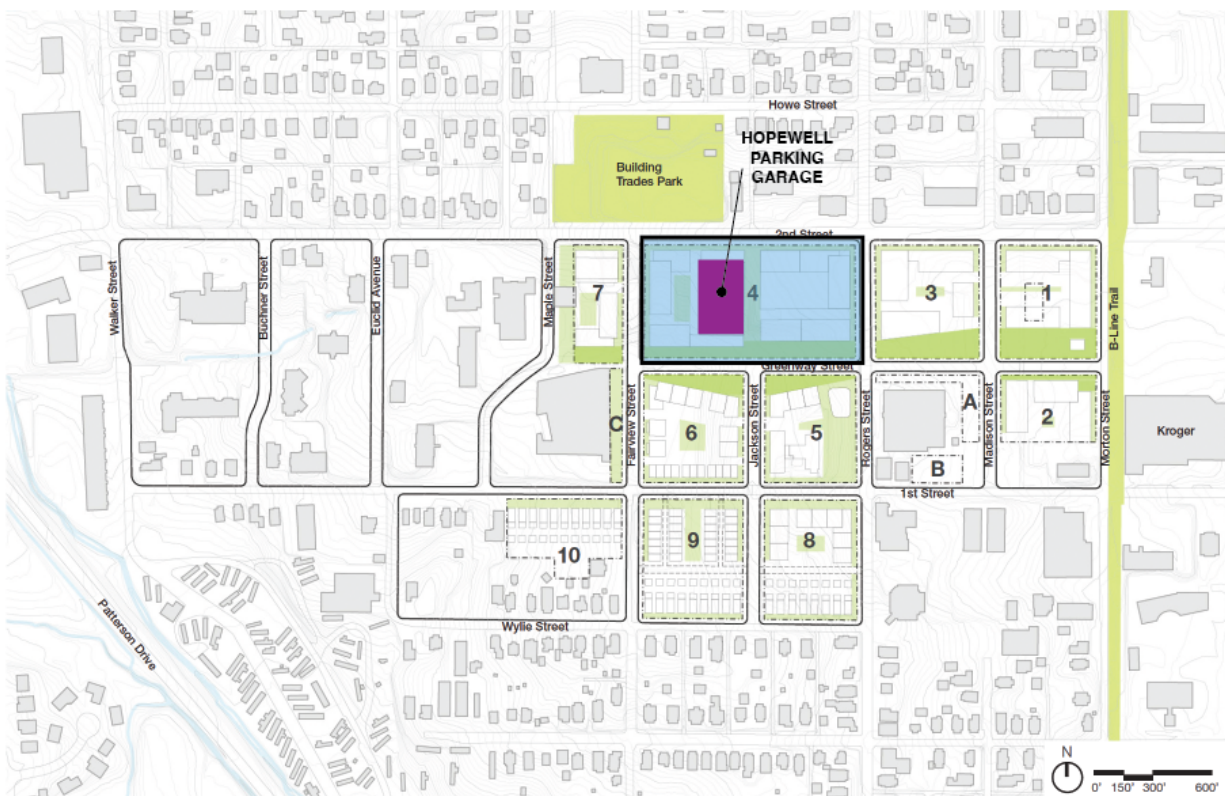


Hopewell East, West & South Portions

Proposal Overview

We see the redevelopment of Hopewell as a multi-phase, multi-year project in which Adaptive Commons is excited to engage with the City of Bloomington and local partners, including Flintlock LAB, throughout the planning, predevelopment, and development process across the site.

To complement predevelopment work at Hopewell South and incorporate the existing parking garage along 2nd street, we see planning and predevelopment for Block 4 within Hopewell West as the next logical step to creating a sense of place at Hopewell. The following outlines our proposed scope of work for predevelopment for Hopewell's Block 4 including a feasibility analysis, detailed site plan, programmatic proposal, conceptual development strategy, and financing plan for this 4.3-acre portion of the site.



Hopewell Block 4 (with existing parking garage)

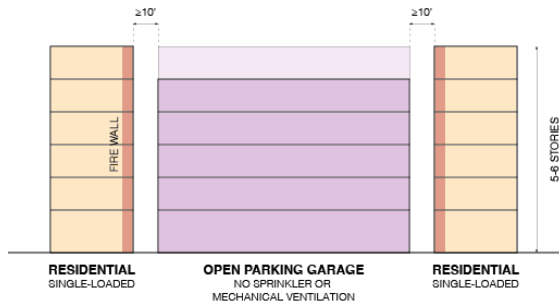
Scope of Work¹

Research & Due Diligence (3 months)

- Collect and review existing site recommendations, data, and land planning documentation (Public Forums responses, 2021 Master Plan, Hopewell West secondary plat, infrastructural development, etc.) for Hopewell West
- Analyze site conditions, horizontal infrastructure in place, development progress across the entire redevelopment site, and surrounding neighborhood context
- Assess existing homeownership and condominium models in Bloomington and region and identify potential partnerships to enable ownership models at Hopewell for a variety of housing typologies
- Engage with Office of the Mayor, Monroe County Community Schools (MCCSC), Flintlock LAB, local development partners, prominent local employers, community members, and additional key stakeholders

Pre-Development & Planning (6 months)

- Collaborate with City to update key programmatic elements and establish updated goals for total number of housing units, unit mix, apartment and condominium mix, and affordability for Hopewell's Block 4
- Evaluate structural analysis and recommendations from the Hopewell Parking Garage study, review Bloomington's UDO, and perform massing studies to test the integration and/or wrapping of the existing structure with surrounding 5-6 story mixed-use development along the 2nd street corridor



Open parking garage + residential section



Schematic sketch for Hopewell Parking Garage

- Master plan Block 4 including a site plan with open space, car, and pedestrian access, propose programming, and develop pre-sale, sale, and leasing plans for these residential components
- Begin to engage local and regional development partners to join in the design and delivery of medium density, mixed-use buildings at Block 4

Financial Feasibility Analysis (4 months)

- Identify key partnerships and capital sources to support development at Hopewell's Block 4
- Assess feasibility of City retaining land ownership at Block 4—including potential ground lease structures—and evaluate impacts on project financing, affordability, and long-term public benefit
- Develop initial homeownership / condominium framework in collaboration with the City of Bloomington and key stakeholders for low-, mid-, and high-density housing across the site
- Develop an innovative financing model for Hopewell to enable impactful mixed-use development that meets housing affordability targets

¹ Tasks to run concurrently

Deliverables

- Block 4 site plan
 - Open space plan
 - Pedestrian, bike, and vehicular access
 - Building placement and proposed programming (commercial, residential, etc.)
- Block 4 schematic massing options (2)
- Updated unit count, unit mix, rent and ownership mix, and affordability targets for Hopewell Block 4 based on current market conditions and available capital sources
- Capital stack for each component of Block 4 (i.e., parking garage upgrades, homeownership model)

Engagement Timeline

- Block 4 Pre-Development (phase I) – January 2026 – July 2026
- Block 4 Financing & Development – August 2026 *start*

Future phases and respective scope across Hopewell redevelopment sites to be determined in conversation with Bloomington’s Redevelopment Commission.

Proposed Fees

Total fee for Phase I is **\$125,200** inclusive of professional services and a travel allowance. The key components of this fee structure are:

- A blended hourly rate of \$240, which represents an adjusted rate from our standard professional fees, balancing value with the complexity of the engagement
- Approximately 540 hours of labor over the course of 6 months of engagement allocated across research, predevelopment & planning, and financial feasibility analysis
- Travel costs for San Francisco Bay Area–based team members to conduct 4 site visits ensuring close collaboration with the City of Bloomington, stakeholder engagement, and on-the-ground project validation
- Research & Due Diligence Fee discounted from \$14,400 to \$0 to reflect Adaptive Commons commitment to collecting key project information, engaging with the City of Bloomington, and pursuing investment in Hopewell

Phase I	Hours	Hourly	Fee
Research & Due Diligence	60	\$ 240	-
Pre-Development & Planning	240	\$ 240	57,600
Financial Feasibility Analysis	240	\$ 240	57,600
Travel (4 site visits)			10,000
Total	540		\$ 125,200

Contact Information

City of Bloomington

Anna Killion-Hanson, Director, Housing & Neighborhood Development
anna.killionhanson@bloomington.in.gov | (812) 349-3577

Adaptive Commons

Derwin Sisnett, Founder & CEO | dsisnett@adaptivecommons.com | (901) 573-4267 (m)
Reily Gibson, Portfolio Manager | rgibson@adaptivecommons.com | (307) 200-1441 (m)

**25-151
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADOPTION OF THE
CITIZENS' ADVISORY COMMITTEE'S RECOMMENDATIONS FOR
ALLOCATION OF
2026 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the City of Bloomington, Indiana, is eligible for Community Development Block Grant (CDBG) funds in the estimated amount of \$778,293.00 of grant funds for Program Year 2026; and

WHEREAS, 15% of the grant can be used for social services, 20% for administration, and 65% for physical improvements which are allocated as follows:

\$505,890.45 for Physical Improvements
\$116,743.95 for Social Services
\$155,658.60 for the Administration of the program; and

WHEREAS, the advice and input of the community as to the allocation of the Community Development Block Grant funds has been solicited and received through the efforts of the Citizens' Advisory Committee; and

WHEREAS, the Citizens' Advisory Committee has also made recommendations on how to distribute any funds received that are over or less than the estimated amount since the final allocation amount as not been received; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Citizens' Advisory Committee for allocation of funds anticipated to be received.

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

1. The Bloomington Redevelopment Commission hereby approves the Citizens' Advisory Committee's recommendations of the programs (attached hereto and made a part of CDBG 2026 herein as Exhibit A and Exhibit B) that will best serve the local and national objectives of the program.
2. If the received allocation is more or less than expected, the adjustment will be made to all of the approved social service programs and the approved physical improvement programs in accordance with the recommendations of the Citizens' Advisory Committee

as outlined in Exhibit A and Exhibit B.

3. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Exhibit A

PHYSICAL IMPROVEMENT RECOMMENDATIONS

	<u>2025</u> <u>Request</u>	<u>CAC</u> <u>Recommendation</u>
Boys & Girls Club	\$169,000.00	\$127,580.00
LifeDesigns	\$19,420.00	\$19,420.00
Middle Way House Inc.	\$11,334.00	\$11,334.00
My Sister's Closet	\$190,000.00	\$144,556.45
New Hope For Families	\$60,000.00	\$53,000.00
Summit Hill Community Development Corp. Bloomington Housing Authority	\$200,000.00	\$150,000.00
Physical Improvements Total:	\$649,754.00	\$505,890.45

If CDBG funding for Physical Improvements exceeds \$505,890.45 the additional funding will be allocated as follows. The additional Funding will be used to fully fund projects in this order.

- 1 . New Hope for Families
- 2 . Summit Hill Community Development Corporation/Bloomington Housing Authority
- 3 . My Sister's Closet
- 4 . Boys & Girls Club

If CDBG funding for Physical Improvements is less than \$505,890.45, funding shall be reduced as follows.

- 1 .) Summit Hill Community Development Corporation's allocation shall be reduced by \$12,000.
- 2 .) Any additional need to reduce allocations beyond Summit Hill Community Development Corporation's \$12,000 reduction shall result in an allocation reduction from My Sister's Closet.

Exhibit B

SOCIAL SERVICE RECOMMENDATIONS

	<u>2025 Request</u>	<u>CAC</u> <u>Recommendations</u>
Community Kitchen	\$25,000.00	\$25,000.00
Beacon, Inc.	\$25,000.00	\$20,000.00
Hoosier Hills Food Bank	\$25,000.00	\$20,000.00
Boys & Girls Club	\$25,000.00	\$18,000.00
New Hope for Families	\$25,000.00	\$18,000.00
Middle Way House	\$20,000.00	\$15,744.00
New Leaf New Life	\$25,000.00	\$0.00
Courage to Change Sober Living		\$0.00
Pantry 279, Inc.	\$20,000.00	\$0.00
Summit Hill Community Development Corp.	\$25,000.00	\$0.00
My Sister's Closet	\$25,000.00	\$0.00
	\$25,000.00	

<i>SUBTOTAL</i>	\$265,000.00	\$116,744.00
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TOTAL REQUESTED ALL FUNDED AGENCIES	\$265,000.00.
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TOTAL AMOUNT OF FUNDS AVAILABLE (ESTIMATED)	\$116,743.95
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TOTAL AMOUNT ALLOCATED	\$116,744.00
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If the funding level is more than the estimated amount: The top 6 Agencies will receive funding distributed evenly with no award to exceed their initial request, and no award may go over \$25,000.

If the Funding level is less than the estimated amount please utilize the following to determine award.

1. If the amount is greater than \$80,000, but less than \$100,000, then use the following percentages to calculate the award for the top 5 recipients. Community Kitchen to receive 22.50% of award, Beacon to receive 20%, Hoosier Hills Food Bank 20%, Boys & Girls Club 18.75%, and New Hope for Families 18.75%.
2. If the amount is less than \$80,000, then fund the top 5 agencies, with no grant to go below \$15,000. Any agency dropping below \$15,000 is eliminated and the funds redistributed to the others to achieve the minimum.

3. All percentages were calculated based on the recommended award amount to the estimated allocation. No Agency is to exceed their original requested amount or go below \$15,000.

25-152
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF
CONCEPTUAL COMPREHENSIVE AND COORDINATED DESIGN OF
HOPEWELL SOUTH, BLOCKS 8, 9, AND 10 FOR REZONING

- 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 an element of the Form authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;
- WHEREAS, in Resolution 23-73, the RDC authorized the public offering of Hopewell South, Blocks 9 and 10;
- WHEREAS, in Resolution 24-65, a second, revised, updated offer was authorized by the RDC for public offering of Hopewell South Blocks 9 and 10;
- WHEREAS, by Resolution 25-84, any and all bids for Hopewell South Blocks 9 and 10 as they did not appropriately serve the goals and vision for Blocks 9 and 10 of Hopewell South;
- WHEREAS, the RDC has determined that a different course of action for Blocks 9 and 10 of Hopewell South is necessary as the existing plan is not achievable;
- WHEREAS, by Resolution 25-85 the RDC approved new comprehensive and coordinated design of Blocks 8, 9, and 10 of Hopewell South with Flintlock Ltd. Co;
- WHEREAS, Flintlock Ltd. Co has prepared a draft PUD with detailed exhibits on how the PUD could be structured;
- WHEREAS, by Resolution 25-130 the RDC approved an amendment to the Flintlock Ltd. Co.’s scope of work to include the zoning process of creating a Planned Unit Development (PUD) in order to maximize the number of affordable housing units; and,
- WHEREAS, the RDC has determined that the rezoning of Hopewell South Blocks 8, 9, and 10 to a PUD will further the public’s best interests and redevelopment of Hopewell South.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Hopewell South, Blocks 8, 9, and 10, Project.
2. The Bloomington Redevelopment Commission conceptually approves the materials submitted by Flintlock Ltd. Co for the rezoning request of Hopewell South Blocks 8, 9, and 10, to a Planned Unit Development (PUD) as this will result in much more affordable housing than could be achieved otherwise.
3. The Bloomington Redevelopment Commission finds that Hopewell South request for rezoning to a PUD will further the public's best interests and redevelopment of Hopewell South and is hereby approved.
4. The Bloomington Redevelopment Commission authorizes City Staff to continue to move the Hopewell South Blocks 8, 9, and 10, through the PUD process.
5. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-153
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF FUNDING FOR CHANGE ORDER PACKAGE # 1 FOR
HOPEWELL WEST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell), including development of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, in Resolution 25-87, the RDC approved an Agreement with Crider & Crider, Inc. (“Crider & Crider”); and
- WHEREAS, pursuant to the terms of the Agreement, Crider & Crider agreed to complete certain infrastructure improvement (“Construction Services”) for an amount not to exceed \$1,687,318.85; and
- WHEREAS, in Resolution 25-106, the RD approved Change Order 1 in the amount of \$153,444.70 for a total amount of \$1,840,763.55; and
- WHEREAS, the Project requires additional work including the addition of manhole sanitary structure on Jackson Street, the addition of sod for ditch stabilization, the addition of conduit to protect new asphalt on Jackson Street, and the correction of discrepancies in the plans and schedule of pay items, as outlined in the attached Exhibits A through D (collectively “Change Order Package #1”); and
- WHEREAS, the proposed Change Order Package #1 would modify the existing Agreement from a total amount not to exceed \$1,840,763.55 to \$1,892,396.05; and
- WHEREAS, the Bloomington Board of Public Works will review this Change Order Package #1 on December 16, 2025; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit E.

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION 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 Change Order Package #1 and authorizes additional funding for the Agreement in an amount not to exceed \$1,892,396.05 to pay for the additional work as detailed in Exhibits A through D.
3. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	2
Status	Pending
Date Created	11/10/2025
Type	Changed Conditions
Summary	Manhole Sanitary Structure Jackson St
Change Order Description	<p>Due to the 1st Street sanitary stub being installed at an incorrect elevation, the contractor was unable to make a direct connection to the existing sanitary main as designed. To resolve this issue, one (1) new sanitary structure, SS-5A, was added to the project to provide proper alignment and connection.</p> <p>Time Limit Change: An additional seven (7) calendar days is added to the contract time to accommodate the engineer's redesign and CBU's review and approval</p>
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$5,225.00
Revised Project Amount	\$1,845,988.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0074	720-45411	EACH	\$5,225.000	3.000	\$15,675.00	1.000	\$5,225.00	4.000	\$20,900.00
Manhole, Type C4, Sanitary									
Reason: new sanitary structure, SS-5A									
			Funding Details						
			Bid	3.000	\$15,675.00	1.000	\$5,225.00	4.000	\$20,900.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item			Totals	\$15,675.00		\$5,225.00		\$20,900.00	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$5,225.00	\$1,692,543.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$5,225.00	\$1,845,988.55

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	11/01/2025	11/15/2025	7.0 Days	11/22/2025

The maximum allowed project duration shall be ninety (90) calendar days. Liquidated damages of one thousand dollars (\$1000) per calendar day will be assessed starting on the ninety-first (91st) calendar day after the start date or on November 2, 2025.

1 time limit

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 2

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/21/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	3
Status	Pending
Date Created	11/20/2025
Type	Scope Changes
Summary	Sod added for ditch stabilization
Change Order Description	To provide adequate stabilization and reduce the potential for future erosion in the ditch line, approximately 60 square yards of sod will be added in the ditch bottom between the Structure 22 outlet and the riprap ditch. This revision replaces the seeded ditch treatment shown in the plans with sod to achieve improved performance and long-term durability. Time Limit Change: No change to the contract time.
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$870.00
Revised Project Amount	\$1,841,633.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0044	621-06575	SYS	\$14.500	646.000	\$9,367.00	60.000	\$870.00	706.000	\$10,237.00
Sodding, Nursery, Modified									
			Funding Details						
			Bid	646.000	\$9,367.00	60.000	\$870.00	706.000	\$10,237.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item			Totals	\$9,367.00		\$870.00		\$10,237.00	

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$870.00	\$1,688,188.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$870.00	\$1,841,633.55

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document:
Change Order 3

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/21/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	4
Status	Pending
Date Created	11/20/2025
Type	Scope Changes
Summary	Additional conduit to protect new asphalt on Jackson St.
Change Order Description	To protect the newly installed asphalt on Jackson Street and avoid pavement cuts during Duke Energy's conduit installation, approximately 80 linear feet of 4-inch conduit will be added for use by Duke Energy and the Kohr Building service connection. This revision allows utility locating and boring activities to occur without cutting into the new pavement, preserving roadway integrity and preventing future restoration work. Time Limit Change: No change to the contract time.
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$2,560.00
Revised Project Amount	\$1,843,323.55

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0091	805-04973	LFT	\$32.000	245.000	\$7,840.00	80.000	\$2,560.00	325.000	\$10,400.00
Conduit, Fiber Optic									
			Funding Details						
			Bid	245.000	\$7,840.00	80.000	\$2,560.00	325.000	\$10,400.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
1 item			Totals		\$7,840.00		\$2,560.00		\$10,400.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$2,560.00	\$1,689,878.85
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$2,560.00	\$1,843,323.55

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document: Change Order 4

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
11/20/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
11/20/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
11/24/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
11/24/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)



City of Bloomington, Indiana

Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	5
Status	Pending
Date Created	11/24/2025
Type	Errors and Omissions
Summary	Discrepancies in the Plans and Schedule of Pay Items
Change Order Description	<p>Discrepancies in the bidding documents between the original Plans and the Schedule of Pay Items require adjustments to the quantities to match the work shown on the Plans. These items were included in the plan set and required for the project; however, they were listed with incorrect quantities, and the additional costs are therefore non-recoverable. The following quantity adjustments are being made:</p> <ul style="list-style-type: none">Item 715-02744, Gate Valve with Valve Box, 6 IN — increased from 5 to 6 Each (+1 Each)Item 715-11879, Sewer, Sanitary Lateral, Connections — increased from 90 to 150 LFT (+60 LFT)Item 720-98555, Inlet, Type C15 — increased from 1 to 2 Each (+1 Each)Item 805-08214, Conduit, PVC, 2 IN., Schedule 40 — increased from 810 to 1,315 LFT (+505 LFT) <p>Additionally, due to an error in the special provisions where the intended pay item was not properly defined, a new item is added to the contract to accurately account for the required work:</p> <ul style="list-style-type: none">Item 621-02770, Erosion Control Blanket — 6,850 SYS at \$2.35/SYS

	Time Limit Change: No change in contract time.
Awarded Project Amount	\$1,687,318.85
Authorized Project Amount	\$1,840,763.55
Change Order Amount	\$42,977.50
Revised Project Amount	\$1,883,741.05

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0052	715-02744	EACH	\$1,800.000	5.000	\$9,000.00	1.000	\$1,800.00	6.000	\$10,800.00
Gate Valve With Valve Box, 6 IN									
			Funding Details						
			Bid	5.000	\$9,000.00	1.000	\$1,800.00	6.000	\$10,800.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0066	715-11879	LFT	\$162.000	90.000	\$14,580.00	60.000	\$9,720.00	150.000	\$24,300.00
Sewer, Sanitary Lateral, Connections									
			Funding Details						
			Bid	90.000	\$14,580.00	60.000	\$9,720.00	150.000	\$24,300.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0078	720-98555	EACH	\$4,250.000	1.000	\$4,250.00	1.000	\$4,250.00	2.000	\$8,500.00
Inlet, Type C15									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
			Funding Details						
			Bid	1.000	\$4,250.00	1.000	\$4,250.00	2.000	\$8,500.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0092	805-08214	LFT	\$22.000	810.000	\$17,820.00	505.000	\$11,110.00	1,315.000	\$28,930.00
Conduit, PVC, 2 IN. Schedule 40			Funding Details						
			Bid	810.000	\$17,820.00	505.000	\$11,110.00	1,315.000	\$28,930.00
			Stockpile	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
4 items			Totals		\$45,650.00		\$26,880.00		\$72,530.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0130	621-02770	SYS	6,850.000	\$2.350	\$16,097.50
EROSION CONTROL BLANKET		Funding Details			
		Bid	6,850.000	\$2.350	\$16,097.50
1 item					Total: \$16,097.50

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$42,977.50	\$1,730,296.35
Stockpile	\$0.00	\$153,444.70	\$0.00	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,840,763.55	\$42,977.50	\$1,883,741.05

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Jane Kupersmith, Andrew Cibor, Anna Dragovich

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$41,411,501.94 \$41,463,134.44

Sources of funds:	Total: \$37,875,337.00
Consolidated TIF	\$33,354,447.55 \$33,406,080.05
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,749,941.83	2018-2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,771,230.23	2020-2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$495,765.20	Apr. 2023 – Nov. 2025

	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024
7.	Hopewell East	\$18,083,980.48	June 2021 – Dec. 2025
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$162,332.93	2025
	7e(vii) CO Package #5	\$51,627.54	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025

	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,638,403.55 \$2,690,036.05	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$797,640	2023-25
	12b. Construction Inspection	Est. \$121,000 — \$0	2023-24
	12c. Construction	\$1,687,318.85	2023-25
	12d. Other Engineering	Est. \$306,500	
	12e. Change Orders	\$153,444.70	2023-25
	12f. Change Orders	\$51,632.50	2023-26
13	1% for Arts Allowance	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024

	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

TIF District: Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History:

2018

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement

2020

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street

2021

- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract

2022

- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsbury
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with J.S. Held
- 23-65 Amendment to add Phase I East Construction Change Order
- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell

2024

- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form

- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1st Street Construction Inspection
- 25-52 Approval Funding for Limestone Blocks at Hopewell East
- 25-54 Amended Preliminary Design Agreement for Hopewell West
- 25-87 Construction Agreement for Hopewell West
- 25-101 Approval of Change Order Package #5 for Hopewell East
- 25-106 Approval of Change Order #1 for Hopewell West, Jackson Street
- 25-153 Approval of Change Order Package #1 for Hopewell West, Jackson Street

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

25-154
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE WITH FOR THE FORGE WITH
PROMETHEUS ENERGETICS, LLC

- WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;
- WHEREAS, on September 3, 2021, the US Economic Development Administration (EDA) awarded a \$3.5 million CARES Act Recovery Assistance Grant ("EDA Grant") to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co applicants, to support the construction of a tech center now known as The Forge;
- WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with the Forge to businesses that would support the mission of the Trades District and the Forge, and the RDC authorized the Dimension Mill, Inc. ("The Mill") to act as its representative in managing and leasing the Forge in Resolution 24-68;
- WHEREAS, the RDC approved a model lease for the Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA; and,
- WHEREAS, The Mill has negotiated a lease with Prometheus Energetics, LLC which is attached to this Resolution as Attachment 1 to lease Unit 101 in the Forge.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the Project and finds that leasing space within the Forge will enhance the City, the Consolidated TIF, and the Trades District.
2. The Bloomington Redevelopment Commission hereby approves the Lease with Prometheus Energetics, LLC attached to this Resolution as Attachment 1.
3. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Introduction Memo for Attachment 1



To: Bloomington Redevelopment Commission

From: John Fernandez, Chief Executive Officer

Date: December 11, 2025

RE: RESOLUTION - APPROVAL OF PROMETHEUS ENERGETICS, LLC LEASE FOR THE FORGE

We are pleased to present for the Redevelopment Commission's consideration a three-year lease for Prometheus Energetics, LLC ("Prometheus"). Prometheus is a "hyper-growth startup" launched as a U.S.-based joint venture between Kratos Defense and Rafael Advanced Defense Systems.

In March 2025, Prometheus announced their plan to build a large scale manufacturing facility in Bloomfield, Indiana near NSWC Crane. The Bloomfield facility will be an anchor for the 550-acre campus being development in Greene County. Our region has a strong and growing defense industry sector, including several Bloomington-based companies like Tristar and Warrant Technologies.

Prometheus' Greene County facility is currently in design phase and will not be opened until late 2027/early 2028. In the meantime, Prometheus sought an office space for their leadership team to begin building its presence in our region. After completing their search, the company selected The Forge for their location because of the quality of the facility and its Bloomington location. Their executive team determined that the Trades District location will be a competitive advantage as they recruit the engineers, scientists and business professionals required to launch their Bloomfield manufacturing facility.

As the company scales, they anticipate placing 15 – 20 professionals at The Forge. These industry experts will become plugged into the Trades District / regional defense tech ecosystem, providing insights and potential collaborations for regional aerospace and defense tech startups. Prometheus is open to supporting a wide variety of marketing events and collaboration opportunities, including sponsoring events with a STEM focus (e.g. robotics teams).

The proposed lease follows the structure and terms of the Model Lease previously approved by the Redevelopment Commission for The Forge. The one material deviation relates to the lease term. Rather than five years, which has been the norm for prior tenants, Prometheus requested a three year initial term with three additional one-year extensions. Prometheus also requested a Right of First Refusal for Unit 100, the remaining open office space directly to the east of their unit.

Given Prometheus' high-profile in the defense tech space and the benefits of their presence at the Trades District, we believe that a three-year lease is warranted. They have agreed to closing coordinate their tenant improvement plans to avoid any highly customized features that could inhibit our efforts to locate a new tenant in the space if and when they choose to relocate the Bloomington team into their future facility in Bloomfield.

Summary of Key Lease Terms

- Premises include 2,433 sq. ft. within The Forge
- \$21.53/ sq. ft. for rent in the first year with annual increase of 2.5%, plus operating expenses
- Tenant improvement allowance to be funded by Lilly Endowment, Inc. "CCC" grant funding up to \$403,878 subject to The Trades District Advisory Board approval
- The lease will have a term of three (3) years and is renewal for three additional terms of one year each
- The lease term will begin upon completion of tenant improvements or 150 days after RDC approval, whichever is early
- The total value of lease payments (base rent) during the initial lease term will be ~\$218,625.

**TRADES DISTRICT THE FORGE
LEASE**

THIS LEASE is made and entered into as of the ___th day of December 2025, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and **Prometheus Energetics, LLC**, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, the Bloomington Redevelopment Commission (“RDC”), owner of the Trades District Technology Center (a.k.a “The Forge”), granted The Mill exclusive authority to operate and manage The Forge, consistent with the Trades District & Technology Center Agreement and US Economic Development Administration (“EDA”) grant; and

WHEREAS Tenant desires to access and use a certain portion of The Forge, Unit 101 (the “Unit”), in accordance with the terms and conditions provided herein.

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

1. Description of Premises. The Unit consists of approximately 2,400 useable square feet and approximately 3,978 square feet of common area. The “Premises” leased by Tenant, which consists of Unit 101 located on the 1st floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit A** and made a part hereof. Non-exclusive space which is made available to Tenant shall include the common lobby areas, social hub, restrooms, conference/training room, focus booths, roof top deck and outdoor plaza. Tenant shall pay pro rata share of rent for said space. The Forge is a “smoke free facility”; smoking is permitted outside only, and Tenant will notify Tenant’s employees or its guests of The Forge’s smoking policy, which includes smoking outside only and not discarding cigarettes, etc. on the sidewalks, parking areas, etc.

2. Initial Term; Commencement Date.

2(a). The initial term of this Lease shall commence upon substantial completion of the Tenant Improvements or 150 days after RDC approval of the fully executed lease by Tenant and The Mill, whichever is earlier (the “Commencement Date”) and shall continue for three (3) years after the Commencement Date. The Mill shall have no

responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, trade fixtures, equipment or merchandise installed or left in the Premises prior to the Commencement Date. Upon Lease Execution, Tenant will be granted full uninterrupted access to the Premises for the purposes of Tenant Improvements construction in accordance with Tenant's Plans and Specifications as set forth in Section 4 below. Tenant's entry upon and occupancy of the Premises prior to the Commencement Date shall be only with The Mill's prior written approval and shall be governed by and subject to the provisions, covenants and condition of this Lease with respect to insurance, indemnity, remedies and mechanic's liens. Tenant shall not interfere with the performance of work by The Mill, if applicable, in the Premises and any right of entry or occupancy by Tenant prior to the Commencement Date shall be subject to The Mill's right of non-interference.

2(b). Extension. Upon the expiration of the initial term, if Tenant is not in default, The Mill hereby grants to Tenant the right to extend the term of this Lease for three (3) additional one (1) year periods. The Base Rent payable by Tenant for year 1 of the first extension period shall be \$23.19 per square foot and shall increase each one-year anniversary of the extension period by two and a half percent (2.5%). To exercise its option, Tenant must give written notice to The Mill at least ninety (90) days prior to the expiration of the initial term or any extensions thereof. If Tenant fails to give written notice of extension to The Mill within the time specified herein, or if this Lease is terminated, any subsequent options to extend shall expire and be on no force or effect. The exercise of any option to extend shall be ineffective if Tenant is in default on the last day of the prior term.

3. Rent and other sums due. Except as otherwise provided in Addendum 1, attached hereto and incorporated herein by this reference, Tenant covenants and agrees to pay The Mill at the address stated herein, or to such other person or at such other place as The Mill may designate in writing, for the period commencing on the Commencement Date and continuing thereafter throughout the Term, as rent hereunder, (i) Base Rent (as hereinafter defined), plus (ii) any and all additional rent consisting of such sums and charges that come due under the terms and conditions of this Lease other than Base Rent (any and all such sums and charges hereinafter referred to as "Additional Rent"). Rent payments shall be due on the first day of each month during the lease term.

3(a). Base Rent. Base Rent is calculated as follows:

Leased Area:	2,433 square feet
Rent Per Square Foot:	\$21.53
Annual Base Rent:	\$52,382.49
Monthly Base Rent:	\$4,365.21

3(b). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to reimburse The Mill and without limiting the generality of the foregoing, Tenant shall be required to pay 18.80% [Premises SF/Total RSF, (2,433sf/12,936sf)] of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base Rent. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$9,172.04). These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

- All real estate taxes, and all other assessments and duties, including local improvements, levied against The Forge and the lands adjacent thereto.
- All water, internet and common area electric service and insurance premiums with respect to The Forge.
- All costs with respect to the maintenance, operation, repair, replacement and upkeep of The Forge, adjacent land and the common areas, including without limiting the generality of the foregoing, janitorial (twice a week), trash pickup, snow removal, and normal maintenance, landscape care, exterior lighting, management fee (2% of gross rent), and all insurance placed from time to time by The Mill in connection therewith. Maintenance, repair, and replacement all mechanical systems (e.g. HVAC, etc.).

CAM Costs do not include the cost of electricity for the Premises. The Premises is separately metered for electric charges, and Tenant shall pay for all electric utilities when due and shall hold The Mill harmless. The Mill shall not in any way be liable or responsible to Tenant for any loss, damage, or expense that Tenant may sustain or incur, if the quantity or character of any utility service is changed or suspended because of conditions beyond The Mill’s control. All telephone and/or security equipment, services and connectivity charges will solely be the responsibility of the Tenant.

At end of initial lease year, The Mill and Tenant will review The Forge CAM Costs and do a ‘true up’ based on actual annual operating expenses.

Initial Monthly Rent and Additional Rent payments:

	Monthly	Annually
Base Rent	\$4,365.21	\$52,382.49
CAM Costs	\$1,597.67	\$19,172.04
TOTAL RENT	\$5,962.88	\$71,554.53

4. **Landlord & Tenant Improvements.** Prior to the Lease Commencement Date, The Mill shall construct all Landlord Improvements, constituting any work required to put the Premises in a 'grey box' shell condition ready for the installation of tenant improvements ("Landlord Improvements"). Landlord Improvements include:

Unfinished floors/concrete slab

Premises demised within The Forge, but no interior partitioned walls

The drywall has been painted P1 (Sherwin Williams SW7005 Pure White)

Basic HVAC infrastructure installed within Premises but requires ductwork installation

Sprinkler system installed in Premises

Suspended linear light fixtures are installed in all tenant spaces with general light switches

No plumbing fixtures

No ceiling finishes

No ceiling tiles or lighting fixtures.

Delivering the Premises to Tenant in compliance with all applicable rules and regulations and with the structural, roof and waterproofing, mechanical, HVAC, electrical, and plumbing elements in good working order.

Any additional installations or work outside of the Landlord Improvements shall constitute **Tenant Improvements**. The Tenant Improvements shall be performed by the Tenant in accordance with plans and specifications approved by Tenant and The Mill (the "**Plans and Specifications**"). Tenant shall submit detailed improvement plans, including timeline for completion, to The Mill for The Mill's written approval of said work prior to any work commencing. The Mill shall have fifteen (15) business days to approve or reject Tenant's submitted improvement plans. Tenant shall be responsible for coordinating Tenant's architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant's improvements and use. The Tenant shall commence and diligently pursue Substantial Completion of the Tenant Improvements in accordance with the timelines provided and approved by The Mill.

4(a). Landlord Improvement Warranties. The Mill warrants to Tenant that all materials and equipment furnished by The Mill in connection with any Landlord Improvements in the Premises shall be new unless otherwise specified, and that all of Landlord Improvements shall be of good and workmanlike quality, free from faults and defects.

4(b). Cost of Tenant Improvements. The Mill shall provide to Tenant a tenant improvement allowance of one hundred and sixty-six dollars (\$166.00) per rentable square foot for a total of four hundred three thousand seventy-eight Dollars (\$403,878) (the “**Tenant Improvement Allowance**”) to be applied towards the actual costs incurred by Tenant for the Tenant Improvements. The Mill shall pay Tenant the full amount of the Tenant Improvement Allowance on a progress billing bases or upon substantial completion of the Tenant Improvements. Tenant shall provide The Mill copies of paid invoices for the Tenant Improvement expenses. If Tenant’s improvements expenses are less than the Tenant Improvement Allowance, the balance shall be retained by The Mill.

For these purposes, Tenant Improvements shall be defined as all hard and soft costs, any and all construction, professional services, consulting services, furniture, fixtures, equipment, wiring (IT and/or telecommunications) and/or other work and/or services required for Tenant to commence occupancy in the Premises and/or beneficial use of the Premises for the purposes of conducting its business.

5. **Late Payments.** Tenant shall pay a late charge equal to 8% of the required monthly payment for each Base Rent or Additional Rent payment that is not paid within seven (7) days after the due date for such payment.

6. **Damage Deposit.** Upon execution of this Lease, Tenant will provide The Mill a payment equal to one monthly payment of Base Rent as a damage deposit (“Deposit”). Upon termination of this Lease and move-out by the Tenant, the parties will inspect the Premises and determine if there are damages that require repair, in which case the Deposit provided may be used for such purpose at the reasonable discretion of The Mill. In the event there are no damages, the Deposit shall be returned to Tenant within thirty (30) days.

7. **Possession.** Tenant shall be entitled to use of the Premises for its business operations on the Commencement Date and shall vacate the Premises and return possession to The Mill upon termination. At no time may Tenant sublease or allow use of all or any part of the Premises to any other person or entity (except for Tenant’s parent companies) without the express written permission of The Mill. Upon execution of this Lease, The Mill shall give Tenant early access to the Premises so that Tenant can complete its Tenant Improvements.

8. **Furniture.** Premises will not be provided with furnishings by The Mill. The Tenant may furnish the Premises and upon termination of this Lease, shall remove all personal property and trade fixtures, leaving the Premises in the condition described in Section 11 below.

9. Premises and The Forge Use. Tenant may use the Premises and The Forge for activities related to the Tenant's business only. The Premises and The Forge may not be used for any other purpose, except upon the prior written consent of The Mill. Use of the Premises and The Forge is subject both to this Lease and any Rules of Operation, adopted and amended from time to time by The Mill. The Forge will provide Tenant with the Rules of Operation and any amendments thereto during the term of this Lease, which are also available on The Forge website.

10. Compliance with EDA Restrictive Covenants.

10(a). Tenant and The Mill acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

i. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

ii. Tenant agrees to provide The Mill and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

iii. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

10(b). *Civil Rights.* Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability. By entering this Agreement, the Tenant agrees to comply with all applicable federal, state, and local non-discrimination requirements including without limitation:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Department of Commerce (“DOC”) implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- iii. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- vi. City of Bloomington’s Anti-Discrimination Ordinance found in Bloomington Municipal Code 2.23.100 through 2.23.240, or any amendments or recodifications thereto; and
- vii. Any other applicable non-discrimination laws.

10(c). *Audits and Inspections.* At any time during normal business hours and as frequently as is deemed necessary, Tenant shall make available to The Mill and the Economic Development Administration (EDA) or EDA’s authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

10(d). *Retention of Records.* All records in the possession of the Lease pertaining to this Lease shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three-year period if audit

findings have not been resolved within that period or if other disputes have not been resolved.

11. Improvements. Tenant may not make any structural or material changes to the Premises without the prior written consent of The Mill. At the end of the term, Tenant shall remove Tenant's trade fixtures, personal property, and decorations and shall restore the Premises to substantially the same condition as at the commencement of the Lease, ordinary wear and tear excepted. Tenant shall be liable for any direct damages to the Premises or areas of The Forge caused by Tenant (or its guests or invitees) and shall promptly pay for any such damages upon request of The Mill.

12. Maintenance. The Mill shall maintain The Forge and the Tenant shall keep the Premises clean and not allow trash to accumulate. Trash must be placed in designated areas. Upon use of any other area of The Forge, the Tenant and its invitees and guests, if any, shall keep the area in good condition and take care to clean up and provide general housekeeping in areas used.

13. Signage and Decoration. Tenant will not install signage or decorations without prior written consent of The Mill. The Mill shall work with Tenant to develop corporate signage, provided that all signage must follow Bloomington Municipal Code.

14. Access. Upon reasonable notice to Tenant and subject to Tenant's security policies, The Mill shall have the right to enter the Premises to make inspections, provide necessary services, or (during the last six (6) months of the Lease term) show the unit to prospective tenants or others, as deemed reasonably necessary in The Mill's sole discretion. In case of an emergency, as determined by The Mill or public authorities, in its reasonable discretion, The Mill or emergency personnel may enter the Premises without notice.

15. Property Insurance. The Tenant shall be responsible to insure for its business and personal property used in connection with its business or otherwise placed in The Forge and shall indemnify and hold The Mill and the RDC harmless therefrom, except to the extent damage to its business or personal property is caused by The Mill's or RDC's breach of the terms of this Lease, gross negligence or material misconduct.

16. Liability Insurance. Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to the property. Tenant shall deliver a certificate of insurance to The Mill and both The Mill and the RDC shall be named as additional insureds. The Mill or the RDC shall have the right to require that The Mill receive advance notice of any termination of such insurance policies.

17. **Indemnity.** Except for that which arises from The Mill's or the RDC's gross negligence or material misconduct, Tenant agrees to indemnify, hold harmless, and defend (with counsel selected and controlled by Tenant, which shall be reasonably acceptable to The Mill) The Mill and the RDC from and against any and all losses, claims, liabilities and expenses, including reasonable attorneys' fees, if any, which The Mill or the RDC may suffer or incur in connection with Tenant's use or occupation of The Forge, or its business operated from the Premises or The Forge, which indemnity shall survive termination of this Lease.

18. **Dangerous Materials.** Tenant agrees, at its sole cost and expense, to comply with all valid and applicable local, state and federal environmental laws and regulations concerning the storage, handling, use, transportation and disposal of dangerous or hazardous materials and/or hazardous substances ("Hazardous Substances" as defined by law). Tenant agrees, at its sole cost and expense, to indemnify, protect and save harmless The Mill and the RDC from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or other expenses, including reasonable attorneys' and expert fees which may at any time be imposed upon, incurred by or asserted or awarded against The Mill or the RDC arising from or out of Tenant's storage, handling, use, transportation or disposal of Hazardous Substances on, in or about The Forge. This indemnity shall survive termination of this Lease and shall include, without limitation, damages incurred, and all of the reasonable costs of removal and mitigation.

19. **Taxes.** Taxes and assessments attributable to The Forge shall be allocated as follows:

19(a). The Mill shall pay all real estate taxes and assessment as may be applicable from time-to-time; and

19(b). Tenant shall pay all personal and business property taxes and any other charges which may be levied against The Forge which are attributable to Tenant's use or occupation of The Forge, or its business operated in The Forge.

20. **Assignment and Subletting**

20(a). Tenant shall not assign, sublet, transfer, or encumber this Lease, or any interest therein, without the prior written consent of The Mill, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may assign or transfer this Lease without The Mill's consent (but upon written notice to The Mill) in the event of (i) a merger, consolidation, or reorganization of Tenant, or (ii)

the transfer of all or substantially all of Tenant's assets, or (iii) a change in the ownership structure of Tenant, provided that in each such case, the assignee or transferee (A) is a successor entity that is financially solvent, (B) assumes all of Tenant's obligations under this Lease, and (C) operates a business of the same nature and character as Tenant's business under this Lease.

20(b). Conditions of Assignment or Transfer. Notwithstanding the above, Tenant shall remain fully liable for all obligations under this Lease, including but not limited to the payment of rent, following any assignment, transfer, or change in corporate structure. Any assignment or transfer of this Lease shall be subject to the terms and conditions of this Lease, and the assignee or transferee shall be bound by all provisions hereof as if it were the original Tenant.

20(c). Notice to Landlord. Tenant shall provide Landlord with written notice of any assignment or transfer under this provision at least thirty (30) days prior to the effective date of such assignment or transfer, which notice shall include relevant details regarding the assignee or transferee and the nature of the acquisition or restructuring. Landlord shall respond to Tenant's written notice of any assignment or transfer within fifteen (15) business days.

20(d). Landlord's Right to Recapture. If Tenant assigns or transfers this Lease, The Mill shall have no right to recapture the Premises unless otherwise specifically provided in this Lease.

21. Destruction, Condemnation or Force Majeure. If The Forge is partially destroyed in a manner that prevents the conducting of Tenant's business in a usual and customary manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, The Mill and RDC, at its election, may repair The Forge. Payment under this Lease shall abate during the period of days the Premises cannot be used by the Tenant, provided that the damages and destruction were not caused by the Tenant. If The Mill and RDC are prevented from repairing the damage by forces beyond The Mill and RDC's control, or if the property is condemned, this Lease shall terminate. Upon an occurrence that would be considered *force majeure*, which are conditions that prevent performance of this Lease by either party due to, without limitation, riot, acts of war, natural disasters, pandemic or other causes beyond the control of either party, the affected party shall provide prompt written notice to the other party, and all obligations under this Lease shall be suspended for as long as such force majeure event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible.

22. **Liens.** This Lease does not authorize the performance of any labor or services or the furnishing of any materials for the alteration or repair; nor does it grant Tenant the right to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien to The Forge or any of The Mill's or the RDC's property. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against The Forge or any part thereof nor against any interest therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, The Mill, at its option, may compel the prosecution of an action for the foreclosure of such mechanic's lien, and if such an action is commenced, Tenant, upon demand by The Mill, shall cause the lien to be released by the filing of a written undertaking with an approved surety and obtaining a court order releasing The Forge from such lien.

23. **Default.** Tenant shall be in default of this Lease if Tenant fails to fulfill any obligation or term hereunder. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within fifteen (15) days (or any other obligation within thirty (30) days after written notice of such default is provided by The Mill to Tenant), The Mill may take possession of the Premises without further notice, and without prejudicing The Mill's rights to damages. In the alternative, The Mill may elect to cure any default and the cost of such action shall be added to Tenant's financial obligation under this Lease, which sum shall accrue interest at 8%. Tenant shall pay all costs, damages, and expenses suffered by The Mill by reason of Tenant's defaults, including reasonable attorneys' fees.

24. **Cumulative Rights.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

25. **Notice.** Notices shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, or national overnight courier addressed as follows:

The Mill: The Dimension Mill, LLC
 642 North Madison Street
 Bloomington, IN 47404

Copy to: Bloomington Redevelopment Commission
 P.O. Box 100
 Bloomington, IN 47402

Tenant: Prometheus Energetics, LLC
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

Copies to: Rafael USA, Inc.
6903 Rockledge Dr., Suite 850
Bethesda, MD 20817
Attn: Eran Granit

Kratos Defense & Rocket Support Services, Inc.
10680 Treena Street, Suite 600
San Diego, CA 92131
Attn: Law Department

Such address may be changed from time to time by either party by providing notice as set forth above.

26. Entire Lease. Except for the Rules of Operation which may be amended from time-to-time (with updated versions provided to Tenant), this document contains the entire Lease of the parties with regard to the subject matter stated. This Lease supersedes any prior written or oral Leases between the parties, and this Lease may be modified or amended in writing, as agreed by the parties hereto.

27. Severability. If any portion of this Lease shall be declared invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

28. Venue and Choice of Law. In any dispute that arises under this License, the parties agree that the proper venue for any legal action shall be County of Monroe, State of Indiana.

29. Mill Membership. At no additional cost, Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of The Mill's event hall.

30. Parking. Tenant shall have the right but not the obligation to lease parking spaces on a monthly basis in in the Trades District Parking Garage at the prevailing rate as set by the City of Bloomington Parking Services.

31. Right of First Refusal: In the event that Landlord receives proposed lease for Unit 100, PROMETHEUS shall have a right of first refusal for Unit 100. In the event

PROMETHEUS exercises this right, the term of this lease shall reset for a 3-year period synced to the lease commencement date of the expanded space (Unit 100).

So agreed on the date first written above.

The Dimension Mill, Inc.

By: _____

John Fernandez

Its: Chief Executive Officer

TENANT: PROMETHEUS ENERGETICS, LLC

By: _____


_____ Daniel M Merenda

Its: _____ Chief Operating Officer

By: _____


_____ Alex Flanagan

Its: _____ Director, Business Development

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit 101, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

(Floor Plan with Dimensions Attached)

ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

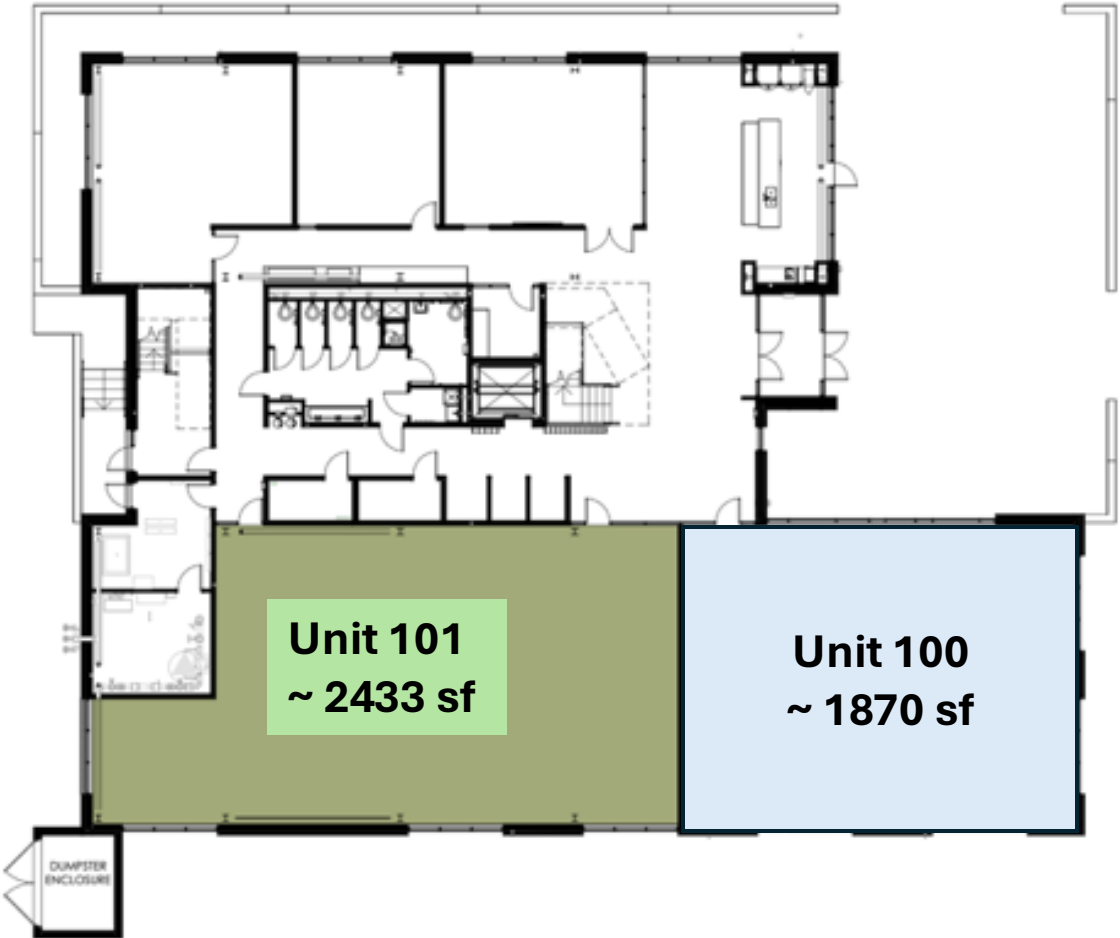
Prometheus Energetics, LLC

AND

THE MILL

The Monthly Rent payable by Tenant shall be increased on each anniversary of the Rent Commencement Date by 2.5% of the Monthly Rent in effect in the month immediately preceding such anniversary of the Rent Commencement Date.

Exhibit A



**25-136
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**SUPPORTING THE
CONVENTION CENTER HOST HOTEL ON THE
COLLEGE SQUARE PROPERTY**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) acquired Real Estate located at 216 South College Avenue in Bloomington, Indiana, (commonly known as “College Square”) under Resolutions 19-34 and 23-25;
- WHEREAS, RDC Resolution 19-34 approved a purchase of the main parcel in the amount of \$4,995,000;
- WHEREAS, RDC Resolution 23-25 approved a purchase of the northeast parking lots in the amount of \$1,900,000;
- WHEREAS, the Bloomington Convention Center is located immediately across Third Street from the RDC’s Real Estate;
- WHEREAS, the Bloomington Convention Center is undergoing a major expansion to the east, across South College Avenue;
- WHEREAS, the expansion of the Bloomington Convention Center will attract large events that will require nearby accommodations of which there is an insufficient inventory in the immediate area;
- WHEREAS, the Monroe County Capital Improvement Board has determined that a host hotel is needed to complement an expanded Bloomington Convention Center and chose Dora Hospitality, LLC, (“Dora”) as the hotelier;
- WHEREAS, by Resolution 25-46, the RDC approved the undertaking of investigations and due diligence for use of College Square as a host hotel in the amount not to exceed of One Hundred Thousand Dollars (\$100,000.00), which activities are ongoing;
- WHEREAS, by Resolution 25-62, the RDC authorized the use of RDC funds for the preliminary architectural design of the host hotel in the amount not to exceed of Three Hundred Thousand Dollars (\$300,000.00), which funds are still available;
- WHEREAS, the Bloomington Convention Center expansion has commenced and expediency is necessary as a host hotel project will be completed after the Bloomington

Convention Center expansion is completed and that gap of time should be as minimal as possible due to the demand for accommodations exceeding the inventory;

WHEREAS, the RDC entered into extensive, lengthy negotiations with Dora. Through negotiations a significant financial subsidy was requested. As additional information became available during that time, it became evident that given the current market conditions and the convention-oriented nature of the project, additional public participation may be required to achieve feasibility, a circumstance discovered to be common for convention-supporting hotels of this type and scale;

WHEREAS, after a deep review of the RDC's finances, it became apparent that the RDC is limited in its ability to help fill the financing gap required for the hotel project;

WHEREAS, the RDC continues to strongly support the proposition of the construction of a host hotel at the RDC's College Square property and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public's best interest and will further economic development in the City of Bloomington; and,

WHEREAS, in addition to the incentives already mentioned above, the RDC has determined that the real estate at College Square necessary for the host hotel may be made available at a nominal cost, in a form and on terms to be determined by the RDC, provided that such participation is structured to protect the City's best interests.

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

1. The Bloomington Redevelopment Commission continues to strongly support the proposition of the construction of a host hotel at the RDC's College Square property and has determined that the placement of a host hotel in the immediate vicinity of the Bloomington Convention Center is in the public's best interest and will further economic development in the City of Bloomington.
2. The Bloomington Redevelopment Commission hereby reaffirms the commitments it has made to the host hotel project in RDC Resolution 25-46 in the amount not to exceed of One Hundred Thousand Dollars (\$100,000.00) for investigations and due diligence and in RDC Resolution 25-62 in the amount not to exceed of Three Hundred Thousand Dollars (\$300,000.00) for preliminary architectural design.
3. The Bloomington Redevelopment Commission hereby provides notice of its further commitment to the host hotel project by making known that the real estate at College Square if necessary for the host hotel may be made available, in some form, to the host hotel project at a nominal cost to the project, if it furthers the best interests of economic development and the City of Bloomington. Nothing in this Resolution shall be construed as approving the final development terms, a land conveyance, or a specific financial

structure, all of which shall require separate RDC review and approval.

4. The Bloomington Redevelopment Commission hereby authorizes City Staff to perform all actions necessary to effectuate the purposes of this resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date