

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**September 18, 2023 5:00 p.m.**  
**Bloomington City Hall, 401 North Morton Street**  
**McCloskey Conference Room, Suite 135**

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Meeting ID: 868 7400 3563

Passcode: 943571

**I. ROLL CALL**

**II. READING OF THE MINUTES – September 5, 2023**

**III. EXAMINATION OF CLAIMS –September 15, 2023 for \$188,565.55**

**IV. EXAMINATION OF PAYROLL REGISTERS–September 8, 2023 for \$37,491.56**

**V. REPORT OF OFFICERS AND COMMITTEES**

- A. Director’s Report
- B. Legal Report
- C. Treasurer’s Report
- D. Business Development Updates
- E. Hopewell Update

**VI. NEW BUSINESS**

- A. Resolution 23-70: Approval of a Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhood Program Grant for Hopewell.
- B. Resolution 23-71: Approval of Addendum to the Project Agreement and Payment to the Public Interest Corporation

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA met on Tuesday, September 5, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Cindy Kinnarney presiding:  
<https://catstv.net/m.php?q=12755>***

**I. ROLL CALL**

Commissioners Present: Cindy Kinnarney, Deb Hutton, Sarah Bauerle Danzman, and Deborah Myerson attended the meeting in person. Deborah Myerson was not present during New Business.

Commissioners Absent: Randy Cassady

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Deb Kunce, J.S. Held; Colleen Newbill, Assistant City Attorney, City Legal; Holly Warren, Interim Director and Assistant Director for the Arts, Economic and Sustainable Development (ESD); Andrea de la Rosa, Assistant Director for Small Business Development, ESD; Heather Lacy, Assistant City Attorney, City Legal Department; John Fernandez, Senior Vice President, The Mill; Roy Aten, Senior Project Manager, City Engineering; Sam Dove; Chris Ciolli

**II. READING OF THE MINUTES** – Deb Hutton moved to approve the August 21, 2023 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

**III. EXAMINATION OF CLAIM REGISTER** – Deborah Myerson moved to approve the claim register for September 1, 2023 for \$826,232.39. Deb Hutton seconded the motion. The motion passed unanimously.

**IV. EXAMINATION OF PAYROLL REGISTERS** – Deb Hutton moved to approve the payroll register for August 25, 2023, for \$37,491.59. Deborah Myerson seconded the motion. The motion passed unanimously.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. Director's Report.** John Zody informed the commission that over the next couple of weeks there might be a need for additional meetings due to the increased activity with Hopewell and the Trades District. After proposing some dates, staff will coordinate with the commission to get work sessions and a possible special RDC meeting scheduled.

**B. Legal Report:** Colleen Newbill reported that the MOU with CBU (storm water contract) has not been finalized yet, therefore Resolution 23-57 will need to be postponed. Newbill recommended postponing the resolution indefinitely until the MOU and Resolution 23-57 can be put on the agenda together.

**C. Treasurer's Report:** Jeff Underwood was not present. Legal staff was available to answer questions.

**D. Business Development Updates:** Holly Warren gave a brief update on ESD activities. Warren was available to answer questions.

**E. Hopewell Update:** Deb Kunce gave an update on Hopewell activities. Kunce was available to answer questions.

**VI. NEW BUSINESS**

**A. Resolution 23-57: To Vacate Covenants, Conditions and Restrictions (CRR) for the Trades District.** Deb Hutton moved to postpone Resolution 23-57 indefinitely. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**B. Resolution 23-63: Approval of MOU with CBU for Green Roof Infrastructure.** John Fernandez gave a brief overview of Resolution 23-63. Fernandez sent a memo to the commissioners prior to the meeting, which outlined answers to some of their previous questions. The memo is attached the minutes.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 23-63. Deb Hutton seconded the motion. The motion passed unanimously.

**C. Resolution 23-68: Agreement with AECOM for Environmental Services at Hopewell.** Roy Aten gave a brief overview of Resolution 23-68. Aten said that staff solicited proposals from three different firms. AECOM came back with the highest quality bid. Staff have negotiated an agreement with AECOM for an amount not to exceed \$20,000.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 23-68. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

**D. Resolution 23-69: Approval of Second Amendment of Agreement for Security Patrols at Hopewell Properties.** John Zody said this amendment will extend the contract with Marshall Security through November 1, 2023. The increase in duration will require an additional payment for the security services in the amount not to exceed \$20,000.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 23-69. Deb Hutton seconded the motion. The motion passed unanimously.

**VII. BUSINESS/GENERAL DISCUSSION –**

- a. Tentative work sessions were scheduled for September 12 and 19, as well as a special RDC meeting for Sept. 27.

**XI. ADJOURNMENT –** The meeting adjourned at 5:45 p.m.

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Cindy Kinnarney, President

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Deborah Myerson, Secretary

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



Dimension Mill Inc.  
642 N Madison Street  
Bloomington, IN 47404

**MEMORANDAM**

To: Bloomington Redevelopment Commission  
From: John Fernandez  
DATE: 1 September 2023

RE: Trades District Tech Center green roof maintenance expenses

In response to the Redevelopment Commissioners' questions regarding estimated green roof operating costs, Weddle Brothers reached out to B&L Sheet Metal and Roofing ("B&L"). B&L has experience installing such systems. In particular, they are experienced with Carlisle's GreenGrid product. The final system selected for the Tech Center will be based upon the competitive bids we receive September 26, 2023. This system, however, represents an exemplar for the purposes of the Commissioners' maintenance cost questions. Attached is a Carlisle brochure with additional information about the tray system planned for the Tech Center.

The annual maintenance expenses related to Carlisle's GreenGrid roof garden systems can vary depending on the size and complexity of the system, as well as the climate in which it is located. However, some of the most common maintenance tasks include:

- Irrigation: Rooftop gardens require regular irrigation, especially during hot, dry weather. The frequency and amount of irrigation will depend on the type of plants being grown, the amount of sunlight the garden receives, and the climate.

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- **Fertilization:** Rooftop gardens also need to be fertilized regularly to ensure that the plants are getting the nutrients they need. The frequency and type of fertilizer will depend on the type of plants being grown.
- **Weeding:** Rooftop gardens are susceptible to weeds, so they need to be weeded regularly. The frequency of weeding will depend on the type of plants being grown and the amount of sunlight the garden receives.
- **Pest control:** Rooftop gardens can also be susceptible to pests, so they may need to be treated with pesticides or other pest control measures. The frequency of pest control will depend on the type of plants being grown and the climate.
- **Inspection:** Rooftop gardens should be inspected regularly for damage or problems. This can help to prevent major problems from developing.

The annual maintenance expenses for a Carlisle's GreenGrid roof garden system can vary depending on the size and complexity of the system. The size of the Tech Center green roof is approximately 6800 square feet and **the estimated maintenance costs will be approximately \$5139.**

The savings on energy costs and storm water management will offset these costs over time. Moreover, green roofs deliver additional benefits including:

- **Reduced maintenance costs:** Green roofs can help to reduce maintenance costs by extending the lifespan of the roof. This

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is because they protect the roof from the elements and from wear and tear.

- **Improved air quality:** Green roofs can help to improve air quality by absorbing pollutants. This can benefit the health of the people who live and work in the building, as well as the environment.
- **Attract wildlife:** Green roofs can attract wildlife, such as birds and butterflies. This can create a more pleasant and sustainable environment.

I hope this information will enable the Redevelopment Commission to approve the proposed MOU with City of Bloomington Utilities that will provide \$310,000 to offset construction costs related to the green roof system.

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CARLISLE'S

# GREENGRID® G4

ROOF GARDEN SYSTEMS

BEAUTIFUL • EFFICIENT • SMART



**CARLISLE**  
SYNTEC SYSTEMS

## Carlisle's GreenGrid G4 Roof Garden System

Carlisle's GreenGrid G4 Roof Garden System offers distinct advantages over more complex systems with its simplicity in design, pre-vegetated modules and removable modular features.

With the introduction of its GreenGrid Roof Garden System, Carlisle has given contractors and owners a premium, easy-to-install roof garden solution.



### Carlisle's GreenGrid Advantages

GreenGrid Roof Garden Systems are an easy way to create a stunning vegetated rooftop with a minimum of worry. The new GreenGrid modules feature a very thin edge that is easily hidden by vegetation while maintaining their modular features that allow for easy installation and removal.

### Stormwater Management

GreenGrid Roof Garden Systems help alleviate stormwater runoff through retention and detention of precipitation. This benefit can cut costs associated with required municipal on-site stormwater retention.

### Lowered Heating & Cooling Costs

Roof Gardens are proven to lower the costs of heating and cooling your building. During the summer, plants in the GreenGrid modules transpire water and become a "sponge" for heat energy. For this reason, the temperature at the membrane and insulation level can be as much as 10°F below the ambient air temperature.

### Reduce Urban Heat Island Effect

As a result of decreased plant life and the increased use of concrete and pavement, downtown urban areas can be six to eight degrees Fahrenheit warmer than their surroundings – a phenomenon known as the urban heat island effect. Installing a Carlisle GreenGrid Roof Garden can contribute to reduction of urban heat islands and moderation of city temperatures.

### Air Quality

GreenGrid Roof Garden systems help to purify the air by converting CO<sub>2</sub> into oxygen, which can help to reduce greenhouse gases.

### Extends Roof Life

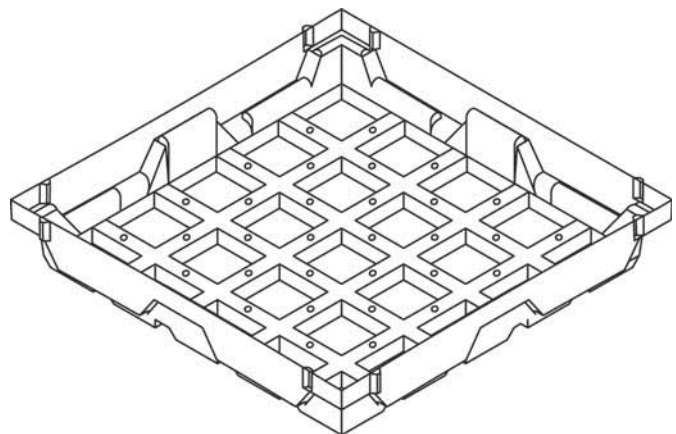
GreenGrid Roof Garden modules can protect roof membranes from ultraviolet radiation, extreme temperature fluctuations and puncture or other physical damage. Minimization of such exposure can improve the long-term performance of the roofing system.

### Added Aesthetic Value

GreenGrid Roof Garden Systems provide urban environments with visually pleasing vistas and rooftop gardens. In urban environments, roof gardens also add value by converting space into areas usable for recreation by building occupants. In such locations, the scarcity of real estate makes the addition of a roof garden for such recreation a competitive alternative.

### Maintenance

Maintaining your GreenGrid G4 Roof Garden system will help you maximize the benefits associated with a vegetated roof. Maintenance levels will be dependent upon the design of your GreenGrid Roof Garden. Since your GreenGrid Roof Garden is a living system, a specific maintenance program needs to be adopted and performed on a regular basis. Consult Carlisle for a specific maintenance plan for your design.







## Benefits

- Single-source responsibility – roofing contractors can install both the waterproofing and GreenGrid in one installation
- No planting on the roof – modules are pre-vegetated prior to arriving on the jobsite.
- Easy to handle and fast to install
- Modules are easily moved for modifications or roof repair
- Building owners receive single-source warranty coverage

## Features

- Module size:** 24" x 24" (4 sq ft)  
(61cm x 61 cm) (3721 sq cm)
- 
- Module depth:** 4.25 in (10.8 cm)
- 
- Drain hole size:** .25 in (6.35 mm)
- 
- Tray wall thickness:** 0.19 in (4.75 mm)
- 
- Depth of water reserve:** 0.75 inch (1.91 cm)
- 
- Saturated Weight:** 26 – 30 psf
- 
- Maximum weight per tray:** 120 pounds
- 
- Tray Material:** Black 100% pre-consumer recycled HDPE with UV inhibitors and stabilizers
- 
- Filter fabric type:** Spunbonded polypropylene geotextile
- 
- Growth Media:** Proprietary engineered blend of organic and inorganic components blended to satisfy FLL guidelines
- 
- Vegetation:** Standard plant mixes are regional and typically include multiple species of sedum





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**23-70**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL AND SUPPORT FOR THE PURSUIT OF A DEPARTMENT OF  
TRANSPORTATION’S NEIGHBORHOOD ACCESS AND EQUITY PROGRAM OF THE  
RECONNECTING COMMUNITIES AND NEIGHBORHOODS PROGRAM GRANT FOR  
HOPEWELL**

WHEREAS, the City of Bloomington seeks the Redevelopment Commission’s support for services related to and a match required by the terms of the Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program grant (“Grant”) for redevelopment of the Hopewell site (“Project”); and

WHEREAS, a draft copy of the Grant project narrative is attached to this Resolution as Exhibit A; and

WHEREAS, a draft copy of the Grant proposal budget is attached to this Resolution as Exhibit B.

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

1. The Redevelopment Commission finds that pursuing the Project, has a valid public purpose, and approves the Project; and
2. The Redevelopment Commission finds that pursuing Grant funding advances the Project’s objectives and supports the same; and
3. The Redevelopment Commission acknowledges that the Grant has a fund matching requirement of up to fifty percent (50%) of the amount awarded; and
4. The expenditure of funds is not approved by this Resolution. Funding for itemized services will be approved at a later date when service providers and amounts have been determined. The specific match will be approved at a later date if and when the Project is awarded the Grant and the amount of the required match is determined; and an amended Project Review form will be submitted for approval at that time.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

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

ATTEST:

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Secretary

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Printed Name

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Date



## From Which Hope Springs: Re-stitching Bloomington Through the Hopewell Neighborhood

### Overview

Bloomington Hospital was once a core institution of the City of Bloomington, Indiana. By 2021, the hospital was a concrete derelict that no longer served the community and instead burdened it with a disrupted transportation network and a legacy of environmental vulnerability. Founded in 1905, the hospital was located in a central location, facilitating its ability to serve the community. Throughout the 20<sup>th</sup> century, the hospital expanded its footprint to comprise 24 acres of land amongst prime residential zones. With its expansion, the hospital disrupted the historic grid pattern present in much of Bloomington's commercial and residential areas and required 2<sup>nd</sup> Street, which bounded the hospital's north side, to develop as an arterial road to accommodate the hospital's high volume of traffic, including use of the its five-story parking garage.

Located on the north side of 2<sup>nd</sup> Street lies the Prospect Hill Neighborhood, a historic district platted in 1893 whose residents were traditionally storeowners, lawyers, and other middle class professions. Today, about half of the neighborhood is in census tracts characterized by high rates of poverty and unemployment, low rates of high school education attainment, and high housing costs. Although the neighborhood is located near downtown Bloomington, mobility to community resources to the south, such as grocery stores and healthcare, are limited by the 2<sup>nd</sup> Street corridor and few safe crossing options that do not require an automobile.

The south side of Bloomington Hospital was bounded by 1<sup>st</sup> Street, which ends a block west of the hospital but allowed access to parking structures, receiving docks, and an ambulance garage. South of 1<sup>st</sup> Street is the McDoel Gardens Neighborhood, another historic district that was founded in 1910. Early residents of this neighborhood were blue collar workers in nearby factories and limestone mills built around the Monon Railroad Yard (now Switchyard Park). The neighborhood today struggles with high housing costs and high rates of poverty, and access to downtown Bloomington, including the Monroe County Library and government offices, as well as employment opportunities is limited by the 2<sup>nd</sup> Street corridor and an overreliance on cars.

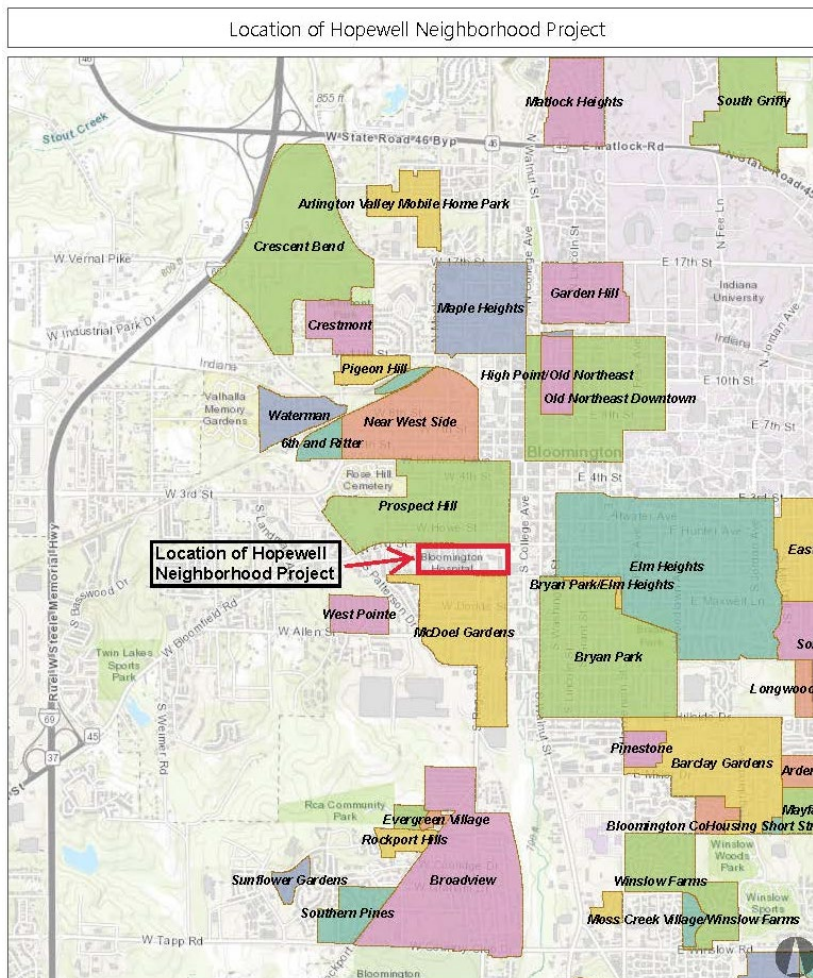
Bloomington Hospital's role as a regional health provider ended with its purchase by IU Health in 2015, which opened a new campus 4 miles northeast on Indiana 45 Bypass, leaving the original hospital location vacant by 2021. The City entered a purchase agreement with IU Health in 2018 to acquire the 24-acre site and redevelop it into a thriving mixed-use residential and commercial zone with public greenspace, named the Hopewell Neighborhood, to redress long-term challenges faced by nearby communities and re-stitch Prospect Hill and McDoel Gardens together. The City of Bloomington is requesting \$15,446,094.83 from the Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program to help make this vision of reconnection, Hopewell, a reality.

This neighborhood will be designed around four pillars: 1) housing, 2) affordability, 3) sustainability, and 4) design excellence. Redeveloping the site as safe, sustainable, and inclusive place for people to live, visit, and commute through will require removing many of the old hospital buildings and extending surrounding streets through the existing parking lots and building footprints, restoring Bloomington's historic street grid pattern in the area. Complete streets design principles will encourage non-car transportation options and protect pedestrians and cyclists while commuting through the new neighborhood. This will transform 1<sup>st</sup> Street and 2<sup>nd</sup> Street from historically dangerous and busy roads into safe neighborhood streets, from barriers into pathways of connection.

## Location & Map

Bloomington, Indiana, is a vibrant commercial, cultural, and educational center of Indiana and the Midwest. Located 55 miles from the state capital of Indianapolis, Bloomington is home to the Indiana University Bloomington campus, the flagship campus of the Indiana University system, as well as the Ivy Tech Community College Bloomington campus. Aside from higher education, major employers in the city include pharmaceutical companies, health care providers, and tech startups. The city is also culturally rich, attracting visitors as a gateway to many nearby state and national forests and as the home to the annual Little 500 bike race each spring. Downtown Bloomington also hosts a vibrant and active arts and music scene.

The Hopewell Neighborhood project is located half a mile south of downtown Bloomington and two miles east of I-69, a major highway that runs north-south and connects Bloomington to Indianapolis. The project location was the site of Bloomington hospital, a major regional medical center, from 1905 to 2021. Throughout the 20<sup>th</sup> century, the hospital's expansion resulted in the development of multi-story concrete structures, vast parking facilities, and major arterial roads to accommodate high volumes of traffic for employees, patients, and emergency vehicles. Although the hospital provided important services for the community and was a major employer of the region, the infrastructure required to operate it effectively was detrimental to the surrounding community, making excess traffic, noise, and a lack of greenspace characteristics of the area.



Bloomington Hospital was purchased by IU Health in 2015. Shortly thereafter, IU Health announced plans to build a new facility on the northeast side of Bloomington on the Indiana 45 Bypass, with plans to close the old location by the end of 2021. The City of Bloomington entered into a purchase agreement with IU Health in 2018 to acquire the 45-acre hospital site with the intent to redevelop the soon-to-be derelict site. The new IU Health location opened in 2021, and demolishing of the old Bloomington Hospital site concluded in 2022.

The old hospital location is flanked by two historical neighborhoods: Prospect Hill and McDoel Gardens. Prospect Hill lies directly to the north of the project area,



extending north into downtown Bloomington and a few blocks west. According to the Climate and Economic Justice Screening Tool, large portions of Prospect Hill, including the southeastern section that abuts the project area, are included in census tracts that are identified as disadvantaged, struggling with high housing costs (average home price in the neighborhood was \$291,000 in 2023), lack of green space, low income or median income, and high rates of poverty and unemployment. Community landmarks include the Rose Hill Cemetery at northwest corner of the neighborhood and the Building Trades Park on the southern edge, bordering 2<sup>nd</sup> Street. Access to the nearest grocery store, located across 2<sup>nd</sup> Street, as well as healthcare providers and clinics that remain in the block west of the old hospital site is inhibited by the lack of safe street crossings along the stretch of 2<sup>nd</sup> Street that borders the Prospect Hill Neighborhood.

The McDoel Gardens Neighborhood lies directly to the south of the project area and is not identified as disadvantaged. However, according to the Climate and Economic Justice Screening Tool, a large portion of this neighborhood is included in a census tract characterized by a high poverty rate and high housing cost (average home price in the neighborhood was \$242,784 in 2023). Additionally, due to the 2<sup>nd</sup> Street corridor this neighborhood is isolated from the downtown area of Bloomington. This has created an overreliance on automobiles for McDoel Gardens residents to access city and county public services, the Monroe County Public Library, jobs, and retail and dining opportunities located in the downtown area. Directly to the south of the neighborhood is Switchyard Park, a 65-acre multi-use greenspace.

With the acquisition of the old Bloomington Hospital grounds, the City of Bloomington saw an opportunity to redress many of the challenges that the surrounding communities have faced as a result of the hospital’s 20<sup>th</sup> century expansion by improving transportation and accessibility to community resources, adjacent neighborhoods, as well as affordable homes and commercial opportunities. This will be done by leveraging existing transportation networks and rebuilding the traditional grid pattern of Bloomington’s streets, which was interrupted by the expansion of the hospital’s facilities.

The Hopewell Neighborhood is uniquely positioned to increase utilization and enhance the quality of the existing transportation network of Bloomington. The neighborhood is part of Bloomington’s “String of Pearls,” a north-south series of public improvement projects that line the B-Line Trail, a public greenway that runs through the city. The B-Line Trail is a paved 3.1 mile-long pedestrian and cyclist route that runs from

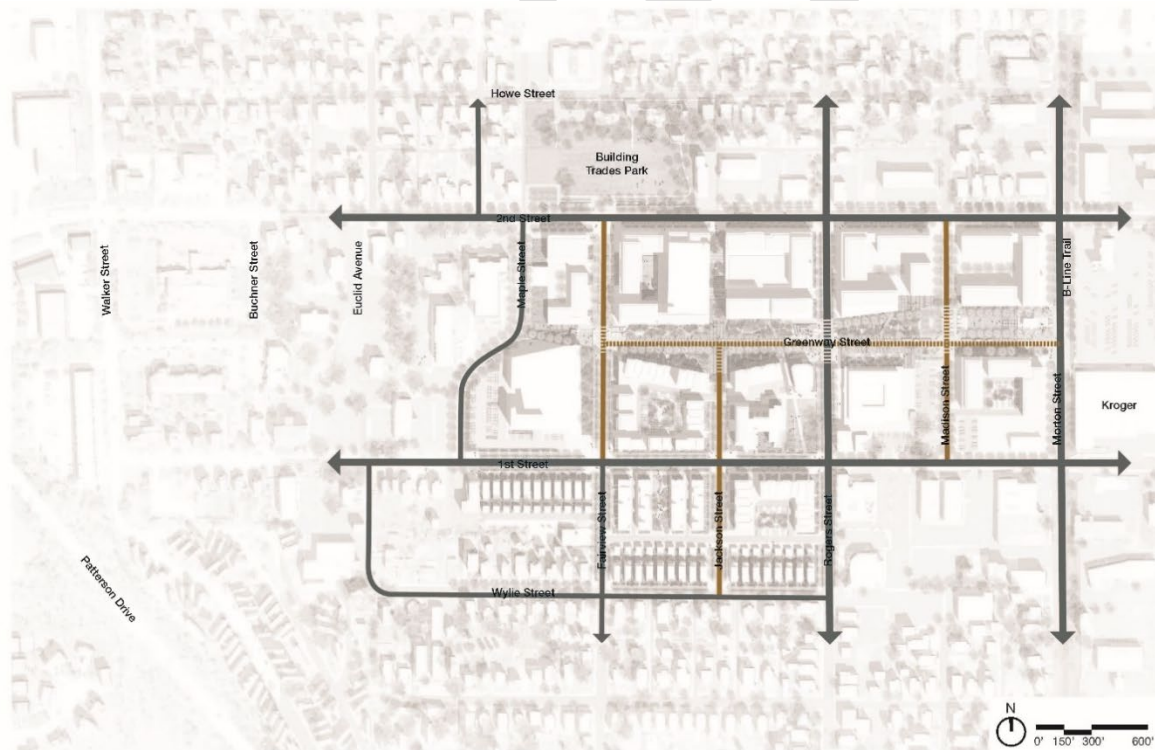


Bloomington’s “String of Pearls” (yellow), a line of public improvement projects. Note the old hospital’s central location and Indiana University’s Bloomington campus at the top right.

Switchyard Park, north through downtown and up to the Trades District, a tech hub projected to create good-paying tech jobs and entrepreneurial opportunities that is currently under development. The Hopewell Neighborhood's eastern boundary runs along the B-line, allowing easy and safe access to this important piece of green infrastructure.

The north side of the Hopewell Neighborhood borders 2<sup>nd</sup> Street, part of a major east-west corridor. Shown in green in the above image, this corridor continues west to the Twin Lakes Sports Park and Recreation Center as well as Wapehani Mountain Bike Park. Beyond these greenspaces is an interchange that allows traffic to enter and exit Interstate 69. To the east of Hopewell, this corridor passes through downtown Bloomington and continues to the Indiana University Bloomington campus. From I-69 to the university campus, this east-west corridor features bike lanes and sidewalks, as well as a multipurpose trail along part of its western portion, but it is designed primarily to accommodate automobiles in its current state.

A detailed view of the project location is shown in the figure below. The parcels purchased by the City of Bloomington from IU Health stretch from Morton Street (eastern-most north-south grey street) to Maple Street (western-most north-south grey street, curved), and from 2<sup>nd</sup> Street (northern-most east-west grey street) to Wylie Street (southern-most east-west grey street, curved). Development of the Hopewell Neighborhood will require improving the existing streets in the area (grey), which will follow the 2019 City of Bloomington Transportation Plan directive of using complete street principles to improve mobility and accessibility and pursuing a Vision Zero Action Plan goal to improve safety (see Appendix #, pgs. 15-17). Existing streets will be extended or new streets built (gold) in the project area to restore Bloomington's historical grid pattern, and these will follow the same design principles.



Street map showing Hopewell Neighborhood streets to be improved (grey) and those to be extended or newly built (gold).

## Response to Merit Criteria

### *Equity and Environmental Justice*

The neighborhoods flanking the project area, the Prospect Hill and McDoel Gardens neighborhoods, face substantial disadvantages due to the hospital site's historic uses as well as historically high housing costs in Bloomington, Indiana. Both neighborhoods encompass census tracts that are identified as disadvantaged on the Climate and Economic Justice Screening Tool, being characterized by high rates of poverty, low-income households, and unemployment; low median incomes, high housing costs; lack of greenspaces; and a high percentage of individuals with less-than-high school education levels. Similarly, the EPA EJScreen tool identifies tracts within these neighborhoods as having high rates of low-income households, unemployment, individuals with a less-than-high school education, and asthma, as well as low life expectancy. These same neighborhoods also encompass tracts with exceptionally high housing burdens (see pgs. 2-3 for average home prices in 2023).

The location of the hospital site between these two neighborhoods meant that large blocks of land within a predominantly residential area were ineligible for housing development. Additionally, the location of the Prospect Hill and McDoel Gardens neighborhoods near downtown Bloomington and the Bloomington Hospital site, coupled with both neighborhoods' large number of single-family houses and later designations as historic districts on the National Register of Historic Places in 1997 and 2021, respectively, made homes within the neighborhoods desirable locations throughout the late-20<sup>th</sup> century and early-21<sup>st</sup> century. With limited housing in the area, exacerbated by the hospital site and lack of multi-family housing options, and a relatively high upkeep cost for historic homes in designated districts, housing within the neighborhoods has become prohibitively high even as many families who have lived in the neighborhoods for decades or generations have not directly benefited from the wealth generated from the hospital, Indiana University, or commercial activities within downtown Bloomington. This was especially true for residents of McDoel Gardens, a traditionally blue collar neighborhood that has not fully recovered from the closure of rail lines and manufacturing companies within Bloomington, particularly those within or near the neighborhood, during the late-20<sup>th</sup> century.

The relocation of the IU Health Bloomington Hospital to the northeastern side of Bloomington has not had a dampening effect on the housing burden within Prospect Hill nor McDoel Gardens, and its legacy is in fact still felt in the area. The design of 2<sup>nd</sup> Street and Rogers Street as major arterial roads to service hospital traffic continues to funnel traffic through the area at a relatively high volume for residential areas within Bloomington. According to the USDOT Equitable Transportation Community Explorer, the two neighborhoods are in tracts are in high percentiles when it comes to high-volume road proximity, partly due to 2<sup>nd</sup> Street and Rogers Street. They are also in tracts characterized by high transportation cost burden and low traffic safety, one tract specifically being identified as disadvantaged by the tool. Interestingly, the tool identifies all of the tracts comprising the two neighborhoods and the hospital redevelopment site as having extremely high poverty rates, high housing cost burden, low housing tenure, and as ranking poorly on the GINI Income Inequality Index. These statistics suggest that these neighborhoods include a number of financially well-off residents and a substantially larger number of residents struggling to make ends meet and secure reliable and

affordable transportation to work or school while repeatedly being priced out of homes within the area.

In addition to the undue air quality burden that the historical street design has inflicted on the neighborhoods, the hospital site presents a major flood risk due to aged stormwater system of the site and its near 100% surface area coverage of impermeable surfaces, due to large concrete structures and expansive parking lots. The USDOT Equitable Transportation Community Explorer identifies the tract encompassing the hospital site as well as the tracts directly to its east as disadvantaged by the percent of impervious surfaces in each area. The EPA EJScreen tool additionally lists the site and the area south and east of it, including most of the McDoel Gardens neighborhood, as being at a high flood risk, being one of three areas being at such risk in Bloomington, one of the others being downtown Bloomington directly north.

The communities bounding the hospital site are in dire need of safe and affordable transportation options, affordable housing opportunities, public greenspace, and increased resiliency to severe storms and rain events. By redeveloping the derelict hospital site into a residential neighborhood, the Hopewell neighborhood, the City of Bloomington aims to address each of these needs through climate- and human-centered planning. The current mega blocks that comprise the project area will be reorganized into smaller residential blocks by expanding nearby streets and restoring the street grid pattern common throughout the area. These expanded streets and existing streets throughout the new neighborhood will be designed or updated to follow Complete Streets principles, prioritizing non-automobile transportation options and improving transit safety for pedestrians and cyclists. Public transit service will also be expanded and improved in the area. These changes will reduce reliance on automobile-based transit for Prospect Hill, Hopewell, and McDoel Gardens residents, decreasing local air quality burdens, increase traffic safety, and reduce transportation costs.

Hopewell's development will also greatly increase housing options for local residents, with policies in place to ensure long-term housing affordability in the new mixed-use, mixed-income neighborhood. Approximately 1,000 residential units are planned to be built, with a mix of multi-family and single-family homes. This will allow residents struggling with the high housing costs of Prospect Hill and McDoel Gardens to continue living in the area, with affordable rental options and home ownership pathways being made available to them. Additionally, with commercial and community spaces planned to be incorporated into the design of neighborhood developments, residents will have increased employment and community engagement and services opportunities within a short walking or commuting distance. This follows the vision of Hopewell being a "liveable" or "20-minute" neighborhood.

The design of Hopewell will also place homes and residents within a short walk of greenspaces and community spaces, threading gardens, courtyards, and interactive public spaces throughout the neighborhood. Where previously a concrete block and a busy road with few safe crossings separated residents from the cultural center of downtown Bloomington or the large greenspace of Switchyard Park, residents of the three connected neighborhoods will be able to enjoy a major Greenway Street, lined with gardens and lawns, at the very heart of their neighborhoods. They will be able to enjoy this space as either a destination or a stop along their daily commute, made safe by substantial redesigns of the streets. These gardens will be connected to several detention ponds and will work in tandem with new permeable surfaces and green roofs as part of a new stormwater management system in the area. This will help protect the Hopewell neighborhood, as well as McDoel Gardens and other areas to the southeast at lower elevations, from flooding and reduce pollutants entering downstream water systems.



Because the project area was used as a hospital site for over a century, there were few residential plots present, and therefore few residents living in the area. The only residents present on the site when it was acquired by the City of Bloomington in 2018 were families temporarily living in four houses leased from the City by the nonprofit organization New Hope for Families. To ensure these families were not moved from their temporary residences without safe and secure alternatives and that New Hope for Families did not experience disruptions in their day-to-day operations, the City of Bloomington worked with New Hope for Families in building new operations facilities nearby in McDoel Gardens (see Equitable Development section for more details).

The redevelopment work necessary to make Hopewell a reality will require demolition of most of the hospital structures, installation of new utility service lines, and the construction of new homes, commercial structures, and streets. To protect the surrounding community from excess noise and air pollutions and disruptions to daily transportation flows, the City of Bloomington has implemented a robust mitigation plan.

A central aspect of the mitigation plan is that the project area has no residential properties lying directly within it, so the worst of potential negative impacts are mitigated by distance. Additionally, the City of Bloomington has taken steps to preserve and redevelop as many structures as possible, including the parking garage and the Kohr Administrative building, intending to use these structures for parking and community space for Hopewell. Preserving these buildings reduces the amount of demolition required, protecting the surrounding community from excess noise and air pollution. Measures such as fencing and barriers will be placed to protect the public from entering the project area during demolition and construction activities, with security personnel ensuring public compliance with restricted access to the site.

The installation and improvements to utility lines as well as the development of new roads throughout the project area will similarly have minimal impact on the surrounding community, as these activities will take place within the uninhabited project area. Any potential activities that require closure of existing roads must comply the Indiana Manual of Uniform Traffic Control Devices, the Draft Public Right of Way Accessibility Guidelines, and the City of Bloomington Municipal Code 12.08.110 (see Appendix 1, 2, 3), all of which provide guidelines on safe traffic control measures for full or partial or sidewalk or road closures. Importantly, reasonable pedestrian walkarounds, traffic direction via flaggers, and clear detour identification must be provided. All road or sidewalk closures and associated traffic maintenance plans must be submitted to and approved by the City of Bloomington Department of Planning and Transportation. Improvements made to existing streets will follow the same traffic maintenance guidelines. The two existing transit stops along streets to undergo improvement (Rogers Street and 2<sup>nd</sup> Street) should experience minimal disruption to services during street improvement work, as the buses will continue to use the roads during partial (one lane) closures. Should a full street closure be necessary during resurfacing work, the lines will shift service to nearby streets for the duration of the work, and announcements of this temporary change will be made to the public via Bloomington Transit's website, the Double Map Bus Tracking App, and social media channels.

Staggered development phases will also reduce the burden that the surrounding community and commuters experience. Improvements to 2<sup>nd</sup> Street and 1<sup>st</sup> Street will occur first, allowing Rogers Street to accommodate any traffic disruptions that may occur. Then, the improved 2<sup>nd</sup> Street and 1<sup>st</sup> Street will accommodate any disruptions that improvements on Rogers Street may incur. Work on other existing or new streets will be unlikely to cause

significant disruptions to traffic or excess noise in comparison to these three larger streets, and all such work will be done after 2<sup>nd</sup> Street and 1<sup>st</sup> Street are fully improved. This scheduling will also protect local residents from substantial construction noise or air pollution at any given time. In the case that traffic disruptions or anticipated effects to local air pollution are severe for any street work, the City of Bloomington may restrict construction work hours during local high traffic periods (e.g., 9 a.m. to 6 p.m.). Morning and evening construction hours will be implemented based on what is least disruptive to local residents' schedules.

### *Access*

The design and layout of the Hopewell Neighborhood has accessibility at its core, both in terms of access to community resources as well as the physicality of the land and transportation infrastructure (see Appendix MP, for how feasibility studies informed neighborhood design for increased access to daily destinations). The City of Bloomington has three community neighborhood visions. The first of these is that "*Bloomington must continue to be a place of beauty and excellent design for all,*" which is supported by one of Hopewell's four core development focuses, that of **design excellence**. This aspect of the neighborhood's development was a major goal during site redevelopment planning, with planners emphasizing an "urban design that focuses on livability and enhances the quality of life for people of all ages, abilities, and socio-economic backgrounds" (Appendix #existing conditions, pg. 64). To this end, Hopewell will incorporate community amenities and neighborhood anchors in the design of multi-family housing spaces, utilizing ground floor spaces for commercial and cultural spaces. Ideally, these spaces will complement existing nearby amenities and resources, such as grocery stores, health clinics, and Building Trades Park. Ground floor uses suggested by community members include child care facilities, gallery/art studio space, a health and wellness center, and restaurants, among others (Appendix #MP, pg. 60). Ultimately, the combination of affordable housing space with expanded community amenities and resources within Hopewell will greatly increase accessibility of Hopewell, Prospect Hill, and McDoel Gardens residents to a variety of spaces and facilities previously concentrated in other neighborhoods or districts that are comparatively difficult to reach and encourage automobile-based transit (see Appendix MP, pgs. 192-193, 206-207, for maps of key locations within a 10-minute walk of the project area).

To improve access to these new community resources as well as transit through the neighborhood to other major community destinations, such as Switchyard Park south of McDoel Gardens or Rose Hill Cemetery and downtown Bloomington on the north side of Prospect Hill, Hopewell will accommodate a wide variety of transit styles through its street design. Firstly, the existing streets in the project area will be improved to increase pedestrian and cyclist safety through implementing Complete Streets design principles. This will involve redesigning 2<sup>nd</sup> Street as a two-lane road with a protected bike path and expanded sidewalks. Similarly, Rogers Street, the primary north-south road that will pass through the neighborhood, will be have added bike lanes and expanded sidewalks. The lower traffic streets in and around the project area will have shared travel lanes and sidewalks installed on both sides. All intersections will be ADA compliant, providing ramps and detectable warning plates, and key intersections, such as at Rogers at 2<sup>nd</sup> Street, will include raised plazas to promote safety and low-carbon transit. New streets will be designed in the same way, and all streets will provide tree canopies to provide shade and cooling to pedestrians and cyclists.



The design of the new Greenway Street will place emphasis on non-car transit, serving as the major connection between Hopewell residents and visitors to the B-Line Trail. This street will include large pedestrian pathways, raised intersection plazas, and narrow streets with design features to encourage slow-moving automobile traffic and pedestrian use. Additionally, the intersection at Fairview and 2<sup>nd</sup> Street will feature similar designs to encourage pedestrian travel to and from Building Trades Park and the Prospect Hill Neighborhood.

Complete Street principles also encourage the use of public transit, and the new street design of the Hopewell Neighborhood should ensure that any area of the neighborhood is within a five-minute walk of a bus stop. Two bus lines already pass through the project area. One travels down Rogers Street and continues west down 2<sup>nd</sup> Street. The other line travels down Morton Street, travels west along 1<sup>st</sup> Street, then turns south down Rogers Street. With the new street layout of Hopewell, these lines can remain largely unchanged, with slight relocations of two existing bus stops to better accommodate the key intersections of the neighborhood. One line should be slightly amended, however, to pass through the neighborhood via Rogers Street, making one stop at the intersection of Rogers Street and Greenway Street (see Appendix #MP, pgs. 70-71). This addition would provide the neighborhood with three total bus stops, providing adequate opportunities for residents to travel throughout Bloomington via public transit.

The ability for all residents to move within and through the new street design requires several changes to the project area as it currently exists, changes that both improve mobility throughout the space and the new neighborhood's integration with the surrounding neighborhoods. The first of these changes is a regrading of the site along Greenway Street, meant to be a major pedestrian corridor, to ensure ADA compliance. To this end, the running slope of the street will be amended where necessary to remain at or below 5%, with the cross-slope remaining at 2% or less (see Appendix #MP, pgs. 48-49).

The proposed new streets within the project area will also be designed to break the current hospital-sized mega blocks into walkable residential blocks with similar dimensions to those of nearby neighborhoods (see Appendix #MP, pgs. 56-57). These human-scaled streets will encourage and support all transit styles and allow the development of a varied and socially rich neighborhood fabric, supporting multiple types of housing development, commercial building, and public space use. Additionally, the natural contours of the land will be considered when planning building development, with building height matching that of the existing five-story parking garage (which will remain while most of the hospital structures have been removed) along 2<sup>nd</sup> Street and gradually reducing in height towards McDoel Gardens, which is at a slightly higher elevation and is composed shorter residential structures (see Appendix #MP, pgs. 84-85). This reduction in height will also encourage the development of mixed-use blocks and multiple housing types while integrating Hopewell into the surrounding residential areas and preserving the character of the older neighborhoods.

### *Facility Suitability*

The facility currently contributes several challenges and burdens to the surrounding community. The first of these is the 2<sup>nd</sup> Street corridor, a high-traffic arterial road that continues to host large volumes of traffic following the closure of the Bloomington Hospital site. The road currently features two directional lanes and a third turn lane where it runs along the border of the project area. A traffic impact study (see Appendix #TIP) was conducted in 2020 while the hospital site was still in use. The study found that several intersections in the project area

operated at an unacceptable level of service during the morning and evening peak traffic hours. The lack of dedicated pedestrian crossings over 2<sup>nd</sup> Street between Rogers Street and Walker Street made doing so unsafe and discouraged non-automobile transit through the area. Of note is that Building Trades Park is situated along 2<sup>nd</sup> Street and in the middle of this crosswalk deadzone, requiring pedestrians on the south side of 2<sup>nd</sup> Street to walk a quarter mile east or west to cross safely and then retrace that quarter mile to reach the park.

The traffic impact study found that the redevelopment of the site to a mixed-use residential area would not result in an increase of traffic, a common result in highly developed urban areas. Though some of the intersections within the study area are predicted to see an improvement in levels of service, many will still drop below an acceptable level of service during the peak morning and evening times. By redesigning the streets within the project area, supporting community amenity and commercial development within the new neighborhood, adding new traffic control measures, and promoting the use of safe and comfortable non-automobile transit options, we aim to reduce the amount of motor traffic along 2<sup>nd</sup> Street and Rogers Street and mitigate the effects of such traffic on pedestrians and cyclists commuting through the area on their way to work, recreation, or other community services.

Following the relocation of IU Health, the current hospital site is a deadzone within the community, providing no benefit but causing substantial burdens. As discussed above, traffic remains at unacceptably high levels for the current conditions of the streets, and the remaining hospital facilities, including a substantial surface area of nonpermeable parking lots, cause a severe lack of tree canopy coverage, green space, and robust stormwater systems, a concern due to the area's relatively low elevation. Heat is trapped by the large concrete structures of the site and create a local heat island effect, and there is little to no shade or respite from the sun for pedestrians and cyclists passing through the area.



Aerial view of the project area showing large concrete surfaces and structures that create a substantial gap in greenspace and tree canopy coverage. Generated using Google Earth.

With the redevelopment of the project area, the old hospital site and existing street facilities, which are insufficient for community's current needs, will transform from a local burden to a vibrant and resilient neighborhood. The new street designs, to be implemented on

existing and new streets, will prioritize tree canopy, offering pedestrians and cyclists a shady commute and reducing the local heat island effect. New green spaces are also to be developed along the new Greenway Street, with shady plazas, woodland gardens, and wetland gardens. Additionally, each new building development will incorporate trees and greenscapes within their design, including the use of green roofs, ensuring open concrete spaces are kept to a minimum (see Appendix #MP, pgs. 106-117, for more detail). The redevelopment of the site will also bring the area's aged stormwater management system up to modern systems, leveraging the wetland gardens along Greenway Street as detention ponds and utilizing planting areas throughout parking lots manage stormwater runoff. Additionally, pavers used throughout the development area are to be permeable, further adding to the site's ability to accommodate and manage stormwater surges.

With these proposed changes, it is important to note that 2<sup>nd</sup> Street will remain an effective and important east-west corridor through Bloomington. Similarly, Rogers Street will remain an active route to downtown Bloomington, likely serving as a major transportation facility to and from the Hopewell Neighborhood for automobile traffic. The traffic impact report conducted in 2020 (see Appendix #TIP) determined that use of the streets within the project area were unlikely to change in volume following redevelopment of the site. As a result, there should be no impact to goods movement that use the street facilities. The streets will rather be redesigned in a way that discourages unnecessary automobile use, better accommodates other low-carbon forms of transit, and improves the safety of pedestrians and cyclists, making transit through the area safer and more efficient for all.

#### *Community Engagement and Community-Based Stewardship, Management, and Partnerships*

The design and function of the Hopewell Neighborhood is informed by community engagement and needs. From the beginning of the planning process, local stakeholders have performed an important advisory and consulting role. Beginning in 2015, following the announcement that IU Health would be relocating its hospital site, the City of Bloomington organized a Hospital Site Reuse Committee. This committee includes city and county elected officials, members of Bloomington neighborhood associations, real estate and development professionals, and representatives from local nonprofit organizations. The committee's goal is to oversee the redevelopment of the hospital site and ensure that its reuse aligns with community priorities and initiatives.

To this end, a multi-approach stakeholder engagement campaign took place in 2020 (see Appendix EC, pg. 103). This campaign utilized an online survey (250 participants; Appendix EC, pg. 104), one-on-one interviews with key community members selected by the City of Bloomington and the Hospital Reuse Committee (+/-65 interviews), and small forum group discussions (+/-100 attendees), including two group discussions organized to specifically solicit ideas and concerns from Prospect Hill residents and McDoel Gardens residents (see Appendix MP, pgs. 30-31). These engagement activities took place from June through July, and each was selected as a means to reach as many stakeholders as possible while ensuring that people with varying professions, experiences, and circumstances, particularly those who live in the nearby community, were able to contribute to the design process and voice any concerns they had. Along with affordable housing and community, other common themes that appeared throughout these engagement activities were connectivity, transportation, and walkability. For example, one survey comment stated, "Would love to see an effort to limit cars and put bikers/pedestrians first,

to slow down traffic” (Appendix EC, pg. 110). Similarly, a one-on-one interviewee commented, “Transportation should move away from gas powered transit and towards development for walking and biking” (Appendix EC, pg.113). The small forum group discussions most directly mentioned matters of connectivity and transportation deficits faced by the community, with participants saying, “Crossing 2<sup>nd</sup> St is currently undesirable, there might be an opportunity to address this,” and “There should be a push to address the green space connections and connections to the West; the street grid could make the spaces more attractive to pedestrians connect to the B-line and surrounding parks” (Appendix EC. Pgs. 130, 135).

These ideas were incorporated into the initial neighborhoods designs, which were presented at digital public forums that were hosted on Zoom and livestreamed on Facebook, later being uploaded to the City of Bloomington YouTube page and city website. In each meeting, attendees participated in polls and Q&A sessions as well as breakout room discussions to provide input on design decisions. After each forum, the public were invited submit questions and comments via email, Zoom, and Facebook. Four public forums were held from June through October 2020 and involved the participation of +/-550 attendees.

In one of these forums, a participant asked, “How will we know that this input (and past input) will be used to make decisions going forward?” A committee answered, “Each stage of planning will have public review prior to moving forward. The impact of the public input will be clear in each iteration of the planning process.” This is evident in the very design of Hopewell, which prioritizes non-automobile transportation, community amenities, affordable housing, and connection. Additionally, public forum participants were able to vote on a series of neighborhood framework design concepts and comment on each during the second public forum (see Appendix MP, pgs. 34-35). This voting session led to the adoption of the specific Greenway Street design seen in the final layout of Hopewell. Further refining of the design occurred throughout the following two public forums based on participant discussion and feedback. These all culminated in a neighborhood design created with close and valuable community participation, creating a neighborhood development plan that “ensures everyone can benefit from and access the opportunities provided”.

As development of the site begins, the public and nearby communities will continue receive updates regarding project activities through city communications channels, including a website dedicated to the hospital site redevelopment project ([bloomingtonhospitalsite.com](http://bloomingtonhospitalsite.com)). Most recently, community members were invited to attend the Hopewell Neighborhood groundbreaking ceremony on July 19, 2023. The website additionally has numerous reference materials for community members, including descriptions of the project, the masterplan of the project, documents and recordings regarding the planning process and community engagement activities, as well as information for potential development partners.

The ongoing redevelopment of the hospital site has required the City of Bloomington (see Appendix #) to form strong and committed partnerships. All planning, expenditures, and activities for the Hopewell development project must be reviewed and approved by the Bloomington Redevelopment Commission, which is overseeing the long-term development of the site (see Appendix #). JS Held, a technical and financial consulting firm, is responsible for project management and ensuring the project is completed up to standard and within the project timeline (street, utility, and public space redevelopment completed by the end of 2026). The City of Bloomington and JS Held will work together to collect project data; analyze performance measures, including reduction in transportation emissions, increase use of alternative

transportation options, increase of affordable housing, and decrease in flood risk in the project area; and complete DOT reporting requirements.

Another major partner in the development of Hopewell has also been IU Health, which played a key role in transitioning ownership of the site to the City of Bloomington (see Appendix #). Without their close cooperation and earnest desire to see the old site redeveloped to continue serving the community, albeit in a very new but exciting way, the site may have remained unchanged for an indeterminate amount of time, continuing to burden the community with unsafe streets and crossings and unaddressed housing stressors. In fact, IU Health agreeing to pay for the demolition of many of the old hospital buildings and preliminary environmental remediation made the cost of redeveloping the site justifiable for the City.

The Prospect Hill and McDoel Gardens neighborhood associations also provided invaluable feedback and visionary ideas for what the new Hopewell Neighborhood could be (see Appendix # and #). Their continued support and close consultation will ensure that the Hopewell Neighborhood continues to develop into the welcoming and vibrant community that Bloomington can look to for inspiration and hope as it pushes forward into the mid-21<sup>st</sup> century. HealthNet and New Hope for Families (see Appendix # and #) have also ensured that vital community services remain in the area, continuing to serve our community's most vulnerable people even as major changes have taken place in the area. We deeply appreciate all they do for our residents and recognize them as major partners in the development and future of Hopewell.

The City of Bloomington has leveraged substantial financial support to enable the timely and successful development of Hopewell. A long-term partnership with SB Friedman (see Appendix) resulted in an economic viability analysis of Hopewell's development, which informed the final Master Plan of the neighborhood's development. This analysis included projected project costs for the entire project, last updated in 2022. Total project costs, including all planning, designing, permitting, and construction costs, from 2018-2016 (the projected completion date of the redevelopment project), are estimated to be approximately \$59,309,275.13. Eligible costs that may be reimbursed the NAE Program amount to \$30,892,189.66 (see Budget). Based on this most recent analysis, the City of Bloomington has secured several pots of funding for the project. This first of these is consolidated TIF funding, totaling \$30,000,000, approved and committed by the Bloomington Redevelopment Commission (see Appendix #). Of this, \$9,576,905.09 is included in the non-federal cost share of the attached budget. The remaining \$1,800,000 of non-federal cost share commitment comes from the State of Indiana Regional Economic Acceleration and Development Initiative Program (see Appendix #). These funds must be obligated by December 31, 2024 and liquidated by December 31, 2026. We are confident that we can meet these requirements.

The Bloomington Redevelopment Commission has also approved the commitment of \$4,069,189.74 of other federal funds from the Federal Roadway Reconstruction Program to the Hopewell Redevelopment Project (see Appendix #). The City of Bloomington will continue to seek to form partnerships with local and federal organizations and agencies, including local CDFIs through Bloomington's CDFI Friendly City Initiative and Indiana Department of Transportation grants and programs, such as the Community Crossings Matching Grant Program, to continue to raise necessary funds to ensure Hopewell development costs are paid and that development continues without delays. With the additional funds we are requesting from the Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program, we are confident we can complete the Hopewell Neighborhood redevelopment project by the end of 2026 and begin the next phase of building

affordable homes and commercial opportunity for local residents and provide a source of pride and inspiration for Bloomington's future.

### *Equitable Development*

The development of the Hopewell Neighborhood has prioritized several strategies to promote community restoration following the removal of the old Bloomington Hospital buildings. The first of these strategies was an anti-displacement strategy to protect the residents of several houses administered by New Hope for Families, a nonprofit organization that provides shelter and childhood care and education services for families experiencing homelessness in Monroe County, Indiana. New Hope for Families leased four houses from the City of Bloomington that were located on the Hopewell redevelopment site, in the northeastern most corner of the site. These houses were the only occupied residential structures in the project area. To ensure that New Hope for Families would not experience a disruption in the organization's operations and that the community's most vulnerable residents would not be subjected to undue hardship, the City of Bloomington coordinated with New Hope for Families and contributed toward the construction of two new facilities, located half a mile south in the McDoel Gardens neighborhood, which opened in April 2022, four months before demolition activities began in the old hospital site. The new facilities allowed New Hope for Families to significantly increase the number of families the organization is able to provide services to (see Appendix #). Furthermore, the organization remained near its original location, ensuring families staying in the facilities can continue to make use of the B-Line Trail to commute to work, healthcare appointments, and other community services without an automobile and preserving a core community service of the area. The development of the Hopewell Community and the restitching of street grid, increased non-automobile transit options, and commercial opportunities will further support families transitioning through New Hope for Families services to stable employment and permanent housing.

An important element of the restored community was in maintaining access to healthcare services despite the relocation of the IU Health Bloomington Hospital, as the Bloomington Hospital had served the community at its previous location for over a century. Fortunately, located on the block directly to the west of project area, are several clinics and health specialists, including the HealthNet Bloomington Health Center. HealthNet provides primary care and other services for the medically underserved in Marion, Morgan, and Monroe counties regardless of patients' ability to pay (see Appendix #). HealthNet's continued operation in the area is an important for the development of an equitable and resilient community.

The City of Bloomington's second community neighborhood vision is that "*Bloomington must diversify and expand opportunities for all,*" supported by two of Hopewell's core neighborhood development focuses: **housing** and **affordability**. A key design of Hopewell is adherence to Smart Growth Principles, which include diverse housing options, denser development, and walkable, livable, and sustainable neighborhoods. Development plans for the Hopewell Neighborhood thus place emphasis on converting the derelict hospital site into dense and affordable housing. Importantly, Hopewell will be a mixed-income and mixed-use development with planned commercial and community spaces for wealth-building activities. The City of Bloomington plans to build approximately 1,000 new residential units within the project site, ranging from multi-family residential housing to single-family homes. Within the project area, of the land that permits residential use, #% of that land allows for duplexes or accessory



dwelling units by right, #% allows for triplexes, and #% allows for quadraplexes. [include info on if these percentages follow municipal land use policies that reduce regional displacement pressures]. Furthermore, ample space is planned for commercial developments featuring dense affordable housing (apartments/condominiums) with commercial ground floor space dedicated to wealth-building activities, such as retail spaces, communal workspaces, or job training services (see Appendix MP, pgs. 80-81).

To ensure that these housing units are affordable, the planned development of residential spaces will follow the City of Bloomington's equitable development plan (see Appendix #). [include sentence further explaining this]. To this end, the City has instituted minimum affordability goals for developers submitting proposals for housing construction in the project area. Specifically, 20% of all residential developments must be made affordable for individuals earning below 80% of the area median income. The remaining 80% of residential developments must be affordable to individuals earning 80-120% of the area median income (Appendix RFI, pg. 9). Additionally, these affordability parameters must be maintained for at least 99 years. Importantly, the City has implemented home ownership goals for residential blocks within the project site, aiming for a 100% homeownership rate for single-family homes and townhomes and "as much as possible" for multifamily units (Appendix RFI, pg. 9). When reviewing proposals from developers, the City places additional consideration on strategies to support long-term home ownership and limiting the number of residences one individual may own in the new development to one (no one can own two units; Appendix RFI, pg.14). Denser commercial non-student housing is also planned for the site to provide affordable rental options, ensuring the new neighborhood is accessible to moderate-, low, and extremely low-income families.

The Hopewell Neighborhood will also be a space for creative place-making through purposeful design and municipal support. Greenspace and recreational spaces, including a pavilion for public performances and an interactive fountain, are planned for the Greenway Plaza (see Appendix MP, pgs. 112-114). The City has also permitted non-residential groundfloor spaces for new developments to be used as galleries, art studios, makerspaces, and workshops, and the City has additionally sought plans to redevelop an existing building within the project site into an artist studio with support and in partnership with city arts programming (see Appendix RFI, pg.18).

The City of Bloomington is committed to developing Hopewell as an inclusive, vibrant, mixed-income residential neighborhood that is both walkable and integrated with cross-city greenway trails and public transit routes. To encourage public and private investments in developing residential and commercial spaces, the City has made available Housing Development Fund grants and loans as well as City of Bloomington Unified Development Ordinance incentives for developers to make use of. [provide more specifics of what these provide]. Additionally, the nonprofit CDFI Friendly Bloomington provides local and outside investment opportunities for affordable housing projects in Bloomington, such as those planned for Hopewell (see Appendix RFI, pg. 11). With these numerous incentives and funding opportunities, along with frequent Requests for Information rounds, the City of Bloomington hopes to attract substantial public and private investments into the development of the vibrant and inclusive Hopewell Neighborhood.

### *Climate and Environment*

The City of Bloomington adopted a Climate Action Plan in 2021. This plan includes the following citywide goal: “To reduce Bloomington community greenhouse gas emissions 25% below 2018 emissions levels by 2030 and achieve carbon neutrality by 2050” (Appendix CAP, pg. 15). The two largest sources of greenhouse gas (GHG) emissions in Bloomington are electricity production (60%) and transportation (15%), and the City seeks to significantly reduce emissions levels from these two sources in several ways. Importantly, Hopewell supports Bloomington’s third neighborhood vision, “*Bloomington must create sustainable neighborhoods to advance toward a zero-carbon future,*” through its fourth development focus: **Sustainability**.

Bloomington’s Climate Action Plan seeks to reduce GHG emissions from the building and energy sector (including electricity production and natural gas usage) by 17% below 2018 levels (see Appendix CAP, pgs. 35-51). This goal will be reached by implementing a multi-approach strategy that will address the broad and varied sources of GHG emissions associated with this sector. The development at Hopewell will support several of these approaches, including supporting and accelerating on-site solar PV installation to achieve 250,000 MWH total city-wide generation by 2030 and adopting and implementing city-wide energy efficiency benchmarks and ordinances. Developers interested in participating in Hopewell’s construction are both instructed to consider utilizing solar in their proposals to provide lower energy costs for tenants and owners as well as required to meet LEED Silver certification in their designs (see Appendix RFI, pgs. 11-12). By integrating sustainable designs in the initial phases of Hopewell’s construction, the neighborhood can offset the environmental effects of initial construction work, help the City reach its GHG emission reduction goals, and avoid costly retrofits at a later time, all while reducing the disproportionate cost that families living in affordable housing often face in terms of cost of electricity.

A core element of the City’s approach to reducing transportation-related GHG emissions to 25% below 2018 levels by 2030 is by encouraging an 8% reduction in on-road vehicle miles traveled by residents (see Appendix CAP, pgs. 17-33). A multi-approach strategy is also being enacted to achieve this goal, and several of these are directly supported by the development of the Hopewell Neighborhood. These include increasing bicycle and pedestrian commuting shares from 17% to 18% by creating infrastructure to encourage non-automobile alternatives, increase transit use by 10% over 2018 passenger miles through infrastructure and frequency investments, encourage density and increased housing options and affordability by increasing gross density by 3% of 2018 values, increasing Complete Street coverage within the city by 10%, and increasing pedestrian access and safety. By emphasizing walkability and low-carbon travel through designated lanes, safe crossings, shady and protected sidewalks, and close proximity between housing and places of interest, the design of Hopewell promotes active travel and reduced GHG emissions. The location of Hopewell at the crux of two major thoroughfares and near the center of Bloomington (downtown) presents an opportunity to heavily leverage dense affordable housing development, a “livable” neighborhood design, and Complete Streets principles to significantly reduce transit-related GHG emissions not just from Hopewell residents, but also Bloomington residents from nearby neighborhoods and mid-distance commuters as well.

The project site currently lacks greenspace and acts as a hotspot area due a lack of tree canopy and extensive ground coverage of concrete structures and parking lot surfaces. The redevelopment of the site will substantially increase the naturalness of the neighborhood and address both of the above burdens that the surrounding community currently experiences. Wetland gardens feature heavily in the neighborhood design, and additional gardens, green lawns, tree plantings (particularly along streets), and green roofs are planned throughout the



development to increase neighborhood climate resilience, walkability, and improve neighborhood character while increasing community access to a variety of greenspaces and shared community spaces (see Appendix MP, pgs., 106-129).

The previous use of the project area as a hospital site that accommodated substantial parking needs left it with little natural elements or capacity to manage extreme weather events. To reduce the effects that the site has on local ecosystems and to increase the climate resilience of the local community, the site redevelopment will make extensive use of stormwater management systems. These include the creation of three detention ponds along Greenway Street capable of holding and cleaning 50,000 cubic feet of runoff (Appendix MP, pgs. 160-161). Additionally, green roofs, frequent and varied planting areas, including parking lot plantings, and permeable pavers and pavements (see Appendix MP, pgs. 72, 114-117, 136) are planned to be used throughout the project area to manage and filter stormwater runoff of particulates and pollution before entering waterways. This will be a marked improvement over the current project area facilities.

### *Workforce Development and Economic Opportunity*

The City of Bloomington is committed to supporting all of its residents in achieving a comfortable quality of living and participating in the local economy. To this end, the City has adopted several policies to promote the utilization of minority- and women-owned businesses as well as ensuring a living wage for all employees undertaking work through city partnerships. This includes the adoption of an Equal Employment Opportunity Policy that requires non-discrimination practices when offering employment opportunities as well as the implementation of an affirmative action plan. The City of Bloomington's affirmative action plan requires the City to act affirmatively to hire and promote women and minorities to the extent permitted by law, including contracting or partnering with businesses owned by such individuals. Importantly, the City requires all prospective bidders and vendors for projects in excess of \$10,000 to adhere to these standards as well (see Appendix AAP).

In addition to submitting an affirmative action plan for hiring employees, specifically provisions for recruiting from minority groups and equal access to training programs, bidders and vendors must also provide an up-to-date workforce breakdown so that the City's legal department may review current adherence to affirmative action guidelines, as well as an internal grievance procedure, non-retaliation statement, communication of the affirmative action policy, and assurance that these policies apply to all terms and conditions of employment (see Appendix AAP). These requirements ensure that the City of Bloomington partners with businesses that meet or exceed the City's own policies supporting disadvantaged residents, workers, and business owners. Additionally, the City of Bloomington requires developers submitting proposals for Hopewell to describe how local and diverse vendors and subcontractors may be utilized for development projects (see Appendix RFI, pg. 22), adding another opportunity for inclusive economic development within the Hopewell redevelopment project.

Bloomington's Affirmative Action Plan additionally requires bidders and vendors to submit harassment policies for review. Harassment policies must at a minimum provide a definitions of harassment, identify the individual responsible for receiving and investigating complaints, and include a non-retaliation assurance. Bidders and vendors, depending on the size of their project and number of employees, must also comply with the City of Bloomington's

Living Wage Ordinance, which is updated annually. These policies support the creation of good-paying jobs with strong labor standards within the community.

## **Project Readiness**

### *Timeline*

The first phases of the Hopewell Neighborhood redevelopment project are already underway. By the end of 2023, demolition of old hospital buildings, planning activities (see Appendix MP), and right-of-way acquisition for all streets (see Appendix) will be completed. Additionally, the complete reconstruction of 1<sup>st</sup> Street is scheduled to be completed by the end of 2023.

The proposed project work that the City of Bloomington is requesting Department of Transportation Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program funding for will take place from 2024-2026. Currently, work is underway for Phase 1 of Hopewell's east side development, including remediation work and utility installation. This work will be completed by the end of 2024. Preliminary work on Hopewell's west side and the construction of the southern portion of the new Jackson Street is underway, with the majority of construction work expected to take place and be completed in 2024. Phase 1 work includes the redevelopment of 2<sup>nd</sup> Street where it runs along Hopewell, transforming it into a share road with Safe Street design principles.

Design work for the new University Street and Greenway Street, the core of the cultural and commercial pedestrian pathway through Hopewell, is expected to begin in late-2023 and conclude in 2024. Construction work will then be carried out through 2025. Design work for the northern portion of Jackson Street that connects to Greenway Street as well as street improvements to Fairview Street and Wylie Street will also begin in late-2023 and conclude by the end of 2024, with construction work on these streets concluding by the end of 2025.

The final phase of the redevelopment of the Hopewell Neighborhood will include predevelopment and design work for the construction of the new Fairview Street extension from 1<sup>st</sup> Street to 2<sup>nd</sup> Street as well as for the improvements to be made to Rogers Street, Maple Street, and Morton Street. This work will begin in 2024 and carry throughout 2025. Construction work will be completed by the end of 2026.

Commitment to this work and timeline is supported at the local and state levels. The ongoing 2<sup>nd</sup> Street improvement project is included in the Indiana STIP FY 2022-2026 project list. The 1<sup>st</sup> Street reconstruction project is included in this project list as well (see Appendix STIP). We intend for the remaining street improvement and construction projects to be added to this project list as needed and appropriate.

We are confident in our ability to complete the redevelopment of the Hopewell project area in the proposed timeline due to successful and timely completion of predevelopment work and successful management of ongoing Phase 1 work. Additionally, the City of Bloomington has successfully completed many projects funded by federal and state grant awards. Most recently, the City of Bloomington has managed \$4,999,383,81 of American Rescue Plan direct grant funds from the U.S. Department of Treasury awarded in 2022 and is currently in the process of using

and reporting on these funds. Previously, the U.S. Department of Treasury awarded the City of Bloomington \$2,757,105.00 in 2020 as a direct grant through the Coronavirus Relief Fund. These funds, which were distributed through reimbursement, were successfully managed, dispersed, and reported on.

Through the Indiana Department of Transportation, the City of Bloomington is routinely awarded federal U.S. Department of Transportation funds multiple times each year. In 2022, the City was awarded a Signal Installation Project grant in the sum of \$398,689.40 to complete the Tapp & Deborah Signal Installation Project. This project was successfully completed on time. That same year, the City was awarded \$263,413.60 in Highway Planning and Construction funds from the U.S. Department of Transportation through the Indiana Department of Transportation to support work extending the B-Line Trail north from Adams Street to 17<sup>th</sup> Street. This project required right-of-way acquisition and robust environmental assessment, which were completed. Construction of the trail extension is still ongoing, but the requirements of the grant award were met and its funds were paid out, providing an example of the City of Bloomington's ability to successfully manage grants through ongoing projects (see Indiana Gateway website for grants reports on Bloomington, Indiana).

Support from the U.S. Department of Transportation will enable the City of Bloomington to confidently complete redevelopment of the hospital site within the proposed project timeline. As the street grid pattern of the area is restored and existing streets are made safer for pedestrians and cyclists, the City will continue developing partnerships with local housing and commercial developers. As each neighborhood block is restored, parcels will become available for development, bringing affordable homes and shared community space to the area. The current project will conclude by the end of 2026, but this will only be the first step of rebuilding community in Hopewell, only the framework for strong ties and lasting connections.

### *Environmental Risk*

Work on eligible activities for the Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhood Program has undergone necessary right-of-way acquisition (see Appendix) and relevant approval and permitting (see Appendix). Several environmental assessments of the project site have been performed as well (see Appendix) to ensure the local environment, local and future residents, and on-site employees are not harmed by potential contaminants present on the site. All applicable mitigation measures will be taken, though environmental site reports indicate negligible present contaminants.

Have any NEPA work been done? NEPA and related federal permitting must be completed to receive funding from this grant. Federal funds from the Federal Roadway Reconstruction Program have been approved for it, so we must be at some point in the NEPA process.

| City of Bloomington, IN, Hopewell Neighborhood Capital Planning: FY 2023 RCN Program Budget |                         |                        |                         |                         |   |  |  |  |    |
|---|-------------------------|------------------------|-------------------------|-------------------------|---|--|--|--|----|
| Description   | RCN Program Funds       | Other Federal Funds    | Non-Federal Match       | Total                   | Notes*  |  |  |  |    |
| <b>Project Area Maintenance and Public Safety</b>   |                         |                        |                         |                         |   |  |  |  |    |
| Security  | \$ 125,000.00           | \$ -                   | \$ 125,000.00           | \$ 250,000.00           | Cost estimates based on contract agreements from Apr. 2024-Sept. 2026 or rates for standard rates for relevant work.                    |  |  |  |    |
| Grounds and Maintenance   | \$ 5,000.00             | \$ -                   | \$ 5,000.00             | \$ 10,000.00            |   |  |  |  |    |
| Fencing and Barricades  | \$ 35,000.00            | \$ -                   | \$ 35,000.00            | \$ 70,000.00            |   |  |  |  |    |
| Neighborhood Signage  | \$ 15,000.00            | \$ -                   | \$ 15,000.00            | \$ 30,000.00            |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 180,000.00</b>    | <b>\$ -</b>            | <b>\$ 180,000.00</b>    | <b>\$ 360,000.00</b>    |   |  |  |  |    |
| <b>Phase 1 East Development</b>   |                         |                        |                         |                         |   |  |  |  |    |
| Construction Inspection   | \$ 293,685.00           | \$ -                   | \$ 293,685.00           | \$ 587,370.00           | Cost estimates based on 100% design completion<br>Construction began 2023 and will complete in 2024, so 50% of constr contract included |  |  |  |    |
| Construction  | \$ 3,068,071.00         | \$ -                   | \$ 3,068,071.00         | \$ 6,136,142.00         |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 3,361,756.00</b>  | <b>\$ -</b>            | <b>\$ 3,361,756.00</b>  | <b>\$ 6,723,512.00</b>  |   |  |  |  |    |
| <b>1st Street Reconstruction</b>  |                         |                        |                         |                         |   |  |  |  |    |
| Construction Inspection   | \$ -                    | \$ -                   | \$ 475,000.00           | \$ 121,000.00           | Cost estimates based on 10% design completion<br>Funded by \$1.8M READI   |  |  |  |    |
| Construction  | \$ -                    | \$ 4,069,189.74        | \$ 1,017,297.26         | \$ 5,086,487.00         |   |  |  |  | 11 |
| <b>Subtotal</b>   | <b>\$ -</b>             | <b>\$ 4,069,189.74</b> | <b>\$ 1,492,297.26</b>  | <b>\$ 5,207,487.00</b>  |   |  |  |  |    |
| <b>Hopewell West and Partial Jackson Street Development</b>                                 |                         |                        |                         |                         |   |  |  |  |    |
| Design  | \$ -                    | \$ 606,640.00          | \$ -                    | \$ 606,640.00           | Cost estimates based on 10% design completion<br>Funded by \$1.8M READI   |  |  |  |    |
| Construction Inspection   | \$ -                    | \$ 121,000.00          | \$ -                    | \$ 121,000.00           |   |  |  |  | 11 |
| Construction  | \$ -                    | \$ 1,022,420.00        | \$ -                    | \$ 1,022,420.00         |   |  |  |  |    |
| Other Engineering   | \$ 256,560.00           | \$ 49,940.00           | \$ -                    | \$ 306,500.00           |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 256,560.00</b>    | <b>\$ 1,800,000.00</b> | <b>\$ -</b>             | <b>\$ 2,056,560.00</b>  |   |  |  |  |    |
| <b>New Streets and Extensions (Design and Construction)</b>                                 |                         |                        |                         |                         |   |  |  |  |    |
| University Street   | \$ 1,942,430.00         | \$ -                   | \$ 1,942,430.00         | \$ 3,884,860.00         | Cost estimates based on 0% design completion  |  |  |  |    |
| Greenway Street   | \$ 4,252,099.74         | \$ -                   | \$ 801,900.26           | \$ 5,054,000.00         |   |  |  |  |    |
| Jackson Street (remaining 50% of Jackson St)  | \$ 442,260.00           | \$ -                   | \$ 442,260.00           | \$ 884,520.00           |   |  |  |  |    |
| New Fairview Street North   | \$ 618,990.26           | \$ -                   | \$ -                    | \$ 4,688,180.00         |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 7,255,780.00</b>  | <b>\$ -</b>            | <b>\$ 3,186,590.26</b>  | <b>\$ 14,511,560.00</b> |   |  |  |  |    |
| <b>Street Improvements (Design and Construction)</b>  |                         |                        |                         |                         |   |  |  |  |    |
| Rogers Street   | \$ 1,528,450.00         | \$ -                   | \$ 1,528,450.00         | \$ 3,056,900.00         | Cost estimate based on 0% design completion   |  |  |  |    |
| Maple Street  | \$ 716,100.00           | \$ -                   | \$ 716,100.00           | \$ 1,432,200.00         |   |  |  |  |    |
| Wylie Street  | \$ 555,170.00           | \$ -                   | \$ 555,170.00           | \$ 1,110,340.00         |   |  |  |  |    |
| Fairview Street (existing street between 1st and Wylie St)                                  | \$ 951,160.00           | \$ -                   | \$ 951,160.00           | \$ 1,902,320.00         |   |  |  |  |    |
| Morton Street   | \$ 1,065,190.00         | \$ -                   | \$ 1,065,190.00         | \$ 2,130,380.00         |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 4,816,070.00</b>  | <b>\$ -</b>            | <b>\$ 4,816,070.00</b>  | <b>\$ 9,632,140.00</b>  |   |  |  |  |    |
| <b>Contractual</b>  |                         |                        |                         |                         |   |  |  |  |    |
| Project Management (JS Held)  | \$ 126,200.00           | \$ -                   | \$ 126,200.00           | \$ 252,400.00           | Cost estimates based on contract agreements from Apr. 2024-Sept. 2026 or standard rates for relevant work.                              |  |  |  |    |
| Development Consultation (LEED)   | \$ 71,250.00            | \$ -                   | \$ 71,250.00            | \$ 142,500.00           |   |  |  |  |    |
| <b>Subtotal</b>   | <b>\$ 197,450.00</b>    | <b>\$ -</b>            | <b>\$ 197,450.00</b>    | <b>\$ 394,900.00</b>    |   |  |  |  |    |
| <b>Grand Total</b>  | <b>\$ 16,067,616.00</b> | <b>\$ 5,869,189.74</b> | <b>\$ 13,234,163.52</b> | <b>\$ 38,886,159.00</b> |   |  |  |  |    |
| Percent of Total Cost   | 41%                     | 15%                    | 34%                     | 100%                    |   |  |  |  |    |

| Summary  | RCN Program Funds | Other Federal Funds | Non-Federal Match | Total |
|--|-------------------|---------------------|-------------------|-------|
| Non-Federal Match that is Currently Committed by Project Review Form (last updated Sept 5, 2023) |                   |                     | \$ 5,231,503.26   |       |
| Non-Federal Match Commitment Needed, if Grant Awarded at 100%                                    |                   |                     | \$ 8,002,660.26   |       |
| Currently Committed \$\$ Project Review Form that could be offset with federal funds             | \$ 3,995,766.00   |                     |                   |       |

RESULT: Potential Additional Funds required beyond current Project Review Form, if grant is awarded at 100% \$ 4,006,894.26

RESULT: % of new \$\$ committed vs. RCN Program Funds 25%

**23-71  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ADDENDUM TO THE PROJECT AGREEMENT AND PAYMENT TO  
THE PUBLIC INTEREST CORPORATION**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (the ‘RDC’) is authorized to fund redevelopment of areas within the Consolidated TIF; and
- WHEREAS, in Resolution 18-28, the RDC approved the construction of a road that would become the relocation of Weimer Road within the Public Interest Corporation (“PIC”) development at 2700 West Tapp Road, Bloomington, Indiana (the “Project”); and
- WHEREAS, as part of Resolution 18-28, the RDC agreed to contribute \$250,000.00 (the “Contribution”) for the Project to PIC; and
- WHEREAS, a copy of Resolution 18-28 is attached to this Resolution as Exhibit A; and
- WHEREAS, on or about November 18, 2019, the City of Bloomington, the RDC, and PIC entered into that certain Project Agreement (the “Agreement”) memorializing the RDC’s Contribution to the Project; and
- WHEREAS, a copy of the Agreement is attached to this Resolution as Exhibit B; and
- WHEREAS, pursuant to Resolution 18-35, the RDC’s funding approval for the Project expired on December 31, 2020; and
- WHEREAS, a copy of Resolution 18-35 is attached to this Resolution as Exhibit C; and
- WHEREAS, the Project has been completed; and
- WHEREAS, the Contribution was not made prior to the funding expiration; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay the Contribution; and
- WHEREAS, the Addendum to the Agreement has been brought to the RDC to extend the funding approval expiration date for payment of the Contribution to December 31, 2023 and is attached to this Resolution as Exhibit D.

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

1. The RDC reaffirms its approval of the Project and its Contribution to the Project.
2. The RDC finds that Project and its Contribution are an appropriate use of the Consolidated TIF and serve the public's best interest.
3. The RDC approves the Addendum to the Agreement with PIC and hereby authorizes the City of Bloomington to expend \$250,000.00 to PIC to pay for the Contribution under the Agreement and Addendum, to be payable in accordance with the terms of the Agreement as amended (the "Payment").
4. The authorization for funding shall expire on December 31, 2023, unless otherwise extended by the RDC by resolution.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Cindy Kinnarney, President

ATTEST:

---

Deborah Myerson, Secretary

---

Date

**ADDENDUM TO AGREEMENT**  
**between the**  
**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**  
**and**  
**PUBLIC INVESTMENT CORPORATION**

This Addendum (“Addendum”) amends the Project Agreement executed on November 18, 2019 (the “Agreement”) between the City of Bloomington by and through its Redevelopment Commission (the “RDC”) and Public Investment Corporation., an Indiana corporation (“PIC”) and is entered into and made effective as of the date of the last signature below, as follows:

1. Section 7.14 of the Agreement provides that the parties could modify the agreement by a signed, written agreement.
2. The expiration date of the Agreement shall be extended to December 31, 2023 for the sole purpose of the RDC authorizing the \$250,000.00 payment to be made to PIC.
3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**PUBLIC INVESTMENT  
CORPORATION**

\_\_\_\_\_  
Cindy Kinnarney, President                      Date

\_\_\_\_\_  
Signature    Date

ATTEST:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Deborah Myerson, Secretary                      Date

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Beth Cate, Corporation Counsel                      Date

**18-28**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING FUNDING FOR  
THE CONSTRUCTION OF A ROAD AS PART OF THE PUBLIC INVESTMENT  
CORPORATION DEVELOPEMNT AT 2700 W. TAPP ROAD**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to fund the construction of a road that will eventually become the relocation of Weimer Road within the Public Investment Corporation (“PIC”) development at 2700 W. Tapp Road (the “Project”); and
- WHEREAS, the PIC property is part of the Mill Creek Planned Unit Development (PUD-40-87) and within the Consolidated TIF district (Tapp Road Area); and
- WHEREAS, in cooperation with PIC, the City will contribute \$250,000 for the construction of the new section of road; and
- WHEREAS, in exchange for the RDC’s contribution for building this new section of road within the PIC development, shown in Exhibit B, PIC has agreed to design the road so that it may be eventually extended and connected with Weimer Road to the north, and PIC will convey wooded property to the northwest for inclusion in Wapehani Mountain Bike Park; and
- WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and

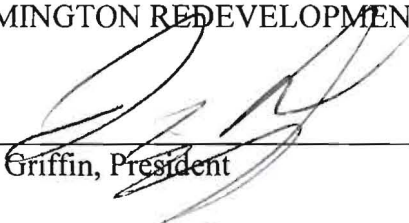
NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.



2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Managers bring a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

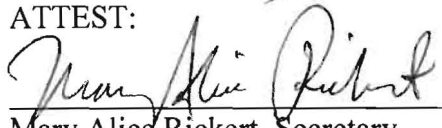
BLOOMINGTON REDEVELOPMENT COMMISSION



---

Donald Griffin, President

ATTEST:



---

Mary Alice Rickert, Secretary

5-7-14

---

Date

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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

*To Be Completed by Requesting Party:*

**Project Name:** PIC Tech Park – Road Construction

**Project Manager:** Andrew Cibor and Eric Greulich, Planning and Transportation  
Theodore Ferguson, Public Interest Corporation

**Project Description:** This is a project to build a road that will service the development owned by Public Investment Corporation (PIC) on the Northwest corner of Tapp Road and Weimer Road (2700 W. Tapp Road). The City has agreed to share the cost of building the road on two conditions: (1) that the road be constructed so that it may eventually be extended and connect with Weimer Road to the North as part of the Weimer Road relocation; and (2) that PIC convey forested land in the northwestern portion of the parcel for an addition to the existing Wapahani Park.

The City has pledged to give \$250,000 to PIC to be used for the construction of the road.

**Project Timeline:**

Planning and Design:

Start Date: May 2018  
End Date: July 2018 2018

Construction:

Start Date: Late Summer-Fall of 2018  
End Date: 2019

**Financial Information:**

|                                 |                  |
|---------------------------------|------------------|
| Estimated full cost of project: | \$250,000        |
|                                 |                  |
| Sources of funds:               | Consolidated TIF |

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

| Step | Description         | RDC Cost  | Timeline        |
|------|---------------------|-----------|-----------------|
| 1.   | Planning and Design | \$250,000 | May – June 2018 |
| 2.   | Construction        |           | 2018-2019       |

**TIF District:** Consolidated TIF (Tapp Road Area)

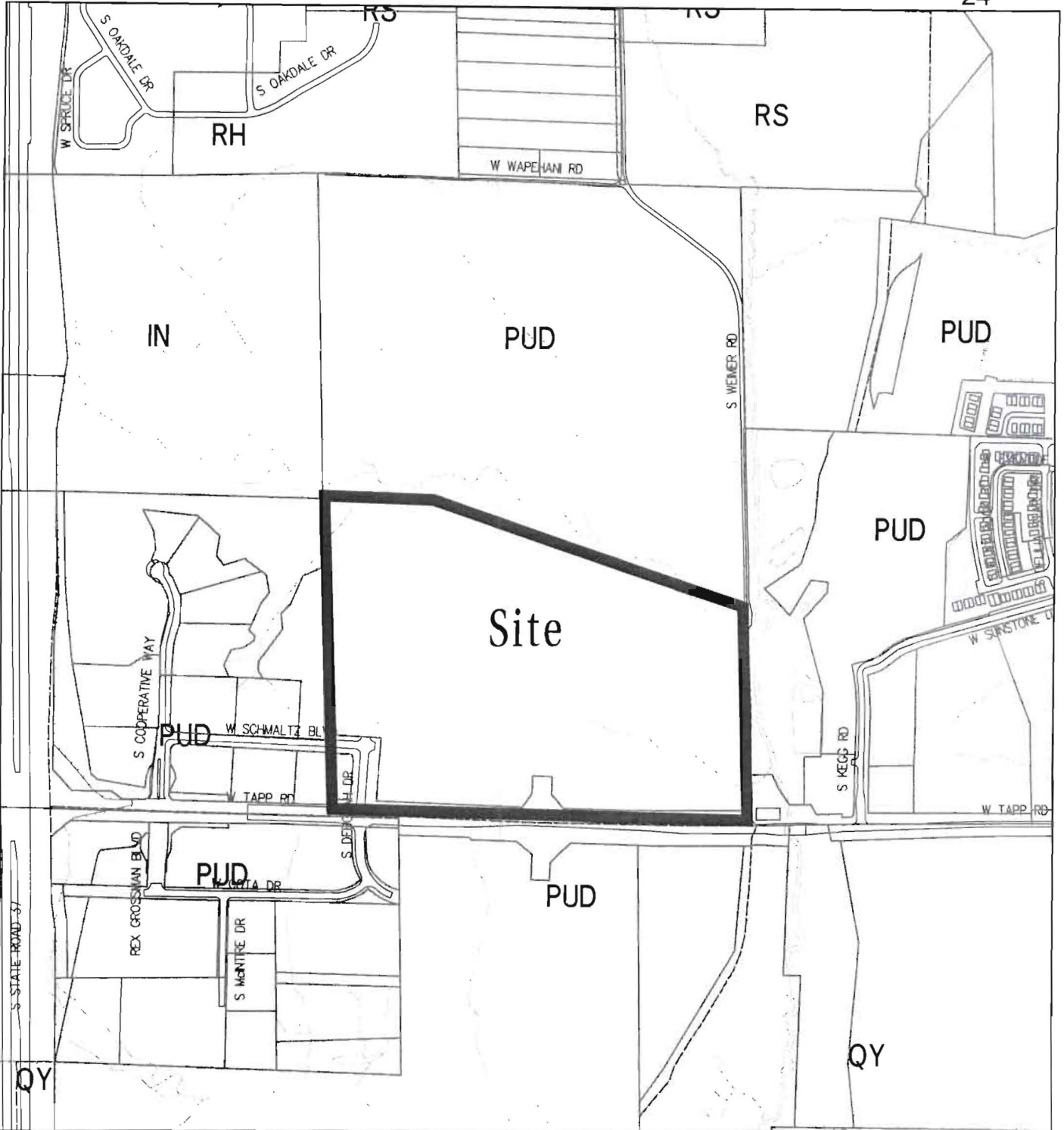
**Resolution History:** None to date

To Be Completed by Redevelopment Commission Staff:

Approved on 5-7-18

By Resolution 18-28 by a vote of 3-0

# RDC Resolution 18-28: Exhibit B



PUD-27-17 Public Investment Corporation  
2700 W Tapp Road  
Plan Commission  
Site Location, Zoning, Parcels

By: greulice  
6 Apr 18



City of Bloomington  
Planning & Transportation



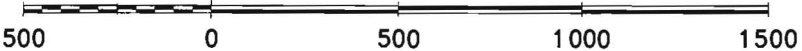
Scale: 1" = 600'





PUD-27-17 Public Investment Corporation  
 2700 W Tapp Road  
 Plan Commission  
 2016 Aerial Photograph

By: greulice  
 6 Apr 18



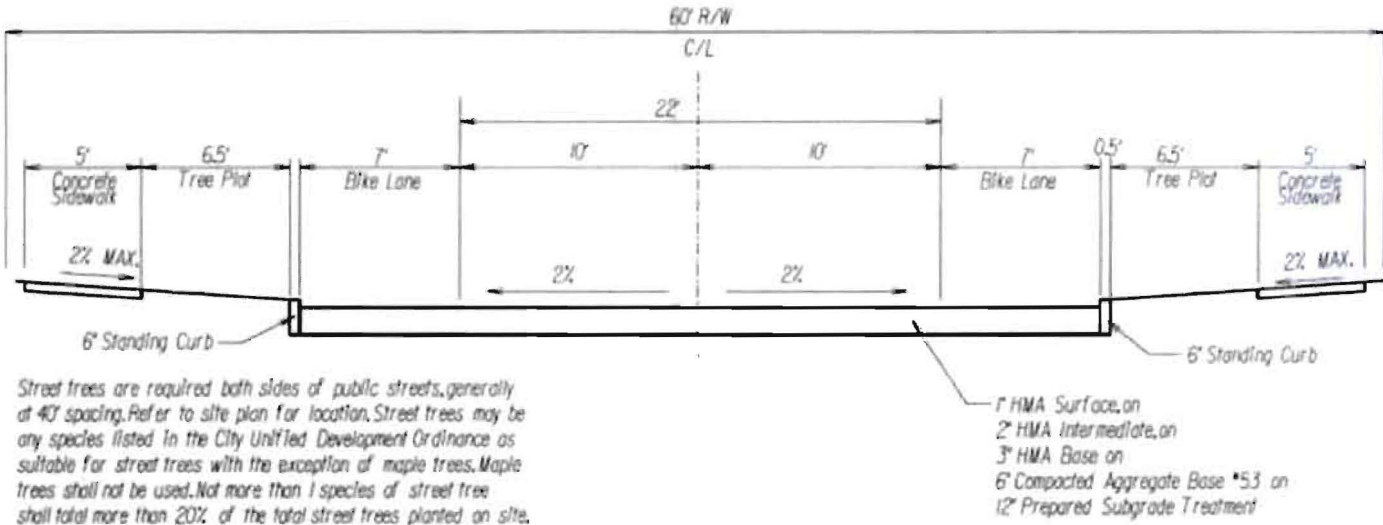
For reference only; map information NOT warranted.

City of Bloomington  
 Planning & Transportation



Scale: 1" = 500'

# RDC Resolution 18-28: Exhibit B



## TYPICAL CROSS SECTIONS FOR NEW WEIMER ROAD

MEMORANDUM



**TO:** Mayor John Hamilton  
**FROM:** Philippa Guthrie, Legal  
**DATE:** ~~May 24, 2019~~ Oct. 31, 2019  
**RE:** Agreement with Public Interest Corporation for Tapp Road Development

**Funding Source:** Consolidated TIF –  
439-15-159003-53990 (Tapp Road)

**Total Dollar Amount of Contract:** \$250,000

**Department Head Initials of Approval:** PG

**Expiration Date of Contract:** December 31, 2020

**Due Date For Signature:** ASAP

**Record Destruction Date (Legal Dept):** January 1, 2031

**Legal Department Tracking #:** 19-560

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:**

Larry Allen

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:**

Eric Greulich

Summary: Funding agreement with PIC for the construction of roadway that will eventually become the relocated Weimer Road through this PUD.



PROJECT AGREEMENT

BY AND BETWEEN

CITY OF BLOOMINGTON, INDIANA, by and through the

BLOOMINGTON REDEVELOPMENT COMMISSION

AND

PUBLIC INVESTMENT CORPORATION

## PROJECT AGREEMENT

This Project Agreement (the "Agreement") is hereby made effective as of the \_\_\_\_ day of November, 2019 (the "Effective Date"), by and between the City of Bloomington, Indiana ("City"), the Bloomington Redevelopment Commission ("RDC"), together the City and the RDC being sometimes referred to as the "City Parties"), and Public Investment Corporation ("Developer").

### RECITALS

WHEREAS, Developer owns certain parcels of land located at or near the Northwest corner of Tapp and Weimer Roads (the "Property") that is within the Mill Creek Planned Unit Development (PUD-40-87) ; and

WHEREAS, the Developer petitioned the city for final plan approval for the Property (PUD-27-17); and

WHEREAS, the City Parties desire to foster economic development in the specified area for the future, necessitating infrastructure changes to the current landscape; and

WHEREAS, Developer has agreed to work with the City Parties to begin a route for a new road (the "Road") through its property, which will eventually connect to Weimer Road north of the Developer's Property (the "Project"); and

WHEREAS, the City Parties and the Developer believe that the eventual connection of the Road to Weimer Road to the north of the Property would replace a section of Weimer Road away from an existing floodplain and widen the road through the property; and

WHEREAS, the City Parties desire to have the Road eventually be a throughway to the South and connect a new route of Weimer road and to potentially use the current path of Weimer Road for the Clear Creek Trail; and

WHEREAS, the RDC believes that the Developer is best suited to develop the Project to achieve the RDC's goals; and

WHEREAS, the City Parties believe that this Agreement is in the best interests of the City Parties and that the Project will be developed in accordance with: (1) a valid public purpose; and (2) the provisions of all applicable laws, including those of the State of Indiana and any applicable local law and ordinance;

NOW, THEREFORE, the parties agree to the following:

## ARTICLE I DEFINITIONS

### **Section 1.1. Definitions.**

Capitalized words and phrases used herein, and not otherwise defined within the main body of the Agreement, have the following meanings:

Agreement means this Project Agreement, as the same may be mutually modified, amended, or supplemented in writing from time to time.

Business Day means any day other than a Saturday, Sunday, or a state or federal holiday that financial institutions or post offices in the state of Indiana choose to observe.

Certificate of Completion means a certificate in the form attached hereto as **Exhibit B**.

Completion Date means the respective completion date for the Project as set forth in the Project Milestones Schedule.

Inspecting Engineer means an engineer designated by the RDC as its inspecting engineer.

Latent Defect means those material defects in the construction of the Project that: (a) are not discovered; and (b) reasonably are not discoverable; by the RDC and/or the Inspecting Engineer during an inspection.

Material Defect means any item or component of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the RDC Approved Site Plan or RDC Approved Final Site Plan (as applicable); or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

Project Milestone Schedule means a schedule for the key Development Milestones, attached hereto and incorporated by reference as **Exhibit C**.

Zoning and Construction Approvals means any zoning and construction approvals, governmental permits, licenses, consents or authorizations (which may include but not be limited to: Monroe County Building Department, the Bloomington Plan Commission, and any other governmental board, department, or agency) which may be legally required or necessary to comply with the Site Plan (defined in Section 4.2).

**ARTICLE II**  
**TERMS and CONDITIONS**

**Section 1.1. Approval Conditions.**

(a) *Site Plan Approval.* The Site Plan, as defined in Section 4.2, and any other or zoning and construction approvals shall be approved by the Bloomington Plan Commission and any other instrumentality required to approve the Final Site Plan prior to commencement of construction of the Project.

(b) *Permits and Approvals.* The Developer shall obtain all necessary permits and approvals as may be required before beginning construction and such other permits, as applicable, at appropriate times.

(c) *Conditions Precedent.* The following items, hereinafter be referred to as the "Conditions Precedent", must be completed to the satisfaction of the City Parties (or waived either conditionally or unconditionally by the City Parties) either prior to payment or as otherwise specifically referenced below:

- i. All of the documents delivered by the Developer to the RDC pursuant to the terms and conditions of this Agreement shall have been delivered within the time specified herein and shall be in form and substance reasonably satisfactory to the RDC;
- ii. All representations and warranties of Developer made in this Agreement shall be true, correct and complete in all material respects on and as of the date of this agreement;
- iii. The Developer shall in all material respects have complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by the Developer hereunder prior to payment; and
- iv. The Developer shall have provided the RDC with evidence of debt and equity financing sufficient for the construction and completion of the Phase One of the Project, which shall include such information as the RDC may reasonably request relating to sources of such debt and equity being utilized by Developer.

**Section 2.2. Future Adjacent Development.**

(a) The RDC and Developer hereby acknowledge and agree that one or more parcels to the north of the Property ("Neighboring Property") will be redeveloped in the future with the purpose of extending the Road according to plans and specifications developed by Developer and the City Parties as shown in **Exhibit A** and approved by the City of Bloomington Plan Commission.

(b) Once a development has been approved by the Plan Commission for the Neighboring Property ("Neighboring Development"), Developer reiterates its commitment to cause the required portion of the easement to be created as described above in subsection (a). Failure to create the required easement shall constitute a default under the Agreement, as well as a violation of Title 20 of the Bloomington Municipal Code ("Title 20"), subjecting Developer to the penalties contained in Title 20.

#### **Section 2.4. Conveyance of the Project Road**

Upon approval of the Certificate of Completion, as set out in Section 6.4, by the RDC, the Developer shall convey, and the City Parties shall accept, the newly constructed portion of the Road and all associated rights of way to the City Parties, as well as record a subdivision plat with all necessary rights of way and easements no later than 60 days after the approval of the plat by Zoning and Construction approvals at no additional cost to the City Parties. The City will perform or cause to be performed regular maintenance, and repair of the Road to the same standards that the City Parties would maintain any similar road. Any failure of the Developer to promptly convey the Road as required in this Section will constitute a default by the Developer under this Agreement.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

#### **Section 3.1. Representations and Warranties by the Developer.**

The Developer represents and warrants that:

(a) All necessary action has been taken to authorize the Developer's execution of this Agreement and the performance of the Developer's obligations hereunder, the Developer has the power and authority under all federal, state, and local law to enter into this Agreement and perform its obligations hereunder, and this Agreement constitutes a legal, valid, and binding obligation enforceable against the Developer.

(b) The Developer will not enter into any contracts or undertakings that would limit, conflict with or result in a breach of this Agreement.

(c) The execution and delivery of this Agreement will not materially conflict with, or constitute a breach or default under, the Developer's Articles of Organization or Operating Agreement, or the provisions of any bond, debenture, note, other evidence of indebtedness, loan agreement, lease or other contract to which the Developer is a party or by which it is bound, or to its actual knowledge violate any law, regulation, or order of the United States of America, the State of Indiana, or any agency or political subdivision thereof, or any court order or judgment in any proceeding to which the Developer is or was a party or by which it is bound.

(d) There is no action, suit, proceeding or investigation at law or in equity, or by or before any United States court, arbitrator, administrative agency, or other federal, state or local governmental authority, pending or, to the actual knowledge of the Developer or any of its members, threatened against the Developer or any of its members, wherein an unfavorable decision, ruling, or finding would have a materially adverse effect on the validity of this Agreement or a materially adverse effect on the completion of the Project.

### **Section 3.2. Representations and Warranties of the RDC.**

The RDC hereby represents and warrants that:

(a) All necessary action has been taken to authorize the RDC's execution of this Agreement and the performance of the RDC's obligations hereunder, the RDC has the power and authority under all federal, state, and local law to enter into this Agreement and perform its obligations hereunder, and this Agreement constitutes a legal, valid, and binding obligation enforceable against the RDC.

(b) The execution and delivery of this Agreement by the RDC does not, and the consummation of the transactions contemplated hereby in compliance with the terms hereof, will not result in a violation of: (i) any provisions of any instrument governing the RDC, or (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule, or regulation applicable to the RDC.

(c) As of the Effective Date, the RDC has not received any written notice of any violation of any laws, rules, or regulations applicable to the Property.

## **ARTICLE IV CONSTRUCTION**

### **Section 4.1. Construction.**

The Developer shall construct each Phase of the Project:

- (a) In a good and workmanlike manner;
- (b) In accordance with each of the Final Site Plans;
- (c) In complete and total conformity with the standards and best practices currently set out by the City Parties; and
- (d) In compliance with all applicable laws.



**Section 4.2. Site Plan.**

The Developer will work cooperatively with the City Parties to develop each phase of its Site Plan (as defined by Bloomington Municipal Code § 20.11.020), which shall include features and requirements of the Project as set out by the City's Planning and Transportation Department, attached to this agreement as **Exhibit A**. Once the Developer has completed its Site Plan and receives final zoning and construction approval, the Developer may proceed with obtaining permits and construction.

**Section 4.3. Design Responsibility.**

The City and RDC's approval over the Site Plans or any other aspect of the Project shall not be deemed an acceptance of legal responsibility for the design, engineering and construction of any aspect of the Project, nor is it a representation or warranty regarding the feasibility or workability of the Site Plan.

**ARTICLE V  
INSPECTION**

**Section 5.1. Access and Indemnity.**

Commencing on the Effective Date, the City and its agents, employees, contractors, consultants, licensees, and representatives shall have reasonable access to the Property for the purpose of conducting studies, investigations, inspections and tests of the Property as the City deems reasonably necessary or desirable, in its sole and absolute discretion (the "Site Inspections"), provided that the City must give the Developer reasonable prior telephone or written notice (which may be given via e-mail) of any such inspection or test. Developer shall bear the cost of all Site Inspections, except as otherwise set forth in this Agreement.

**Section 5.2. In-Progress Inspections.**

During construction of the Project, the Inspecting Engineer, at the City's cost and expense, shall conduct regular inspections; provided that the Inspecting Engineer shall provide reasonable notice to Developer prior to each inspection. After an inspection, the City Parties may deliver to Developer a Non-Compliance Notice. Upon receipt of a Non-Compliance Notice, Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects have previously been accepted by the City Parties.

**Section 5.3. Final Inspection.**

After construction of the Project, Developer shall submit to the City Parties a written request for a Final Inspection. On or before the later of the date that is five

business days after: (1) receipt by the City Parties of such request, or (2) the date specified in such request as the date of Substantial Completion, the City Parties and the Inspecting Engineer shall conduct the Final Inspection. After the Final Inspection, the City Parties may deliver to Developer a Non-Compliance Notice. Upon receipt of a Non-Compliance Notice, Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects have previously been accepted by the City Parties. In connection with the Final Inspection, the City Parties and Developer shall agree on the final "punch-list," a copy of which shall be provided to the City Parties. Developer shall complete all of the items on the punch-list within forty-five (45) days after the date on which Developer and the City Parties agree on the list.

#### **Section 5.4. Latent Defects.**

(a) Developer shall be obligated, at its expense, to correct any Latent Defects as they are discovered, even if the City Parties have previously accepted the affected part of the project, including but not limited to latent geographic features along the planned route of the road.

(b) If, at any time after the Final Inspection, either the City Parties or Developer discovers a Latent Defect, then the City Parties or Developer, as applicable, shall promptly notify the other party in writing of the Latent Defect. Promptly after delivering or receiving such notice, as applicable, and in all cases within thirty (30) days thereafter, Developer shall prepare, and submit to the City Parties for their approval, a corrective action plan (the "Corrective Action Plan").

(c) Within ten (10) days after receiving the Corrective Action Plan, the City Parties shall deliver to Developer written notice that it approves or rejects the Corrective Action Plan. The City Parties shall not withhold its approval unreasonably. If the City Parties reject all or any part of the Corrective Action Plan, then such notice shall: (1) specify the part or parts that the City Parties are rejecting, and (2) include the specific basis for such rejection.

(d) If the City Parties reasonably reject all or any part of the Corrective Action Plan, then, within ten days after Developer receives notices from the City Parties of such rejection, Developer shall revise the Corrective Action Plan and resubmit the Corrective Action Plan to the City Parties. The City Parties shall respond pursuant to Section 5.4(c). This process shall continue until the City Parties have approved the Corrective Action Plan.

(e) Developer shall be obligated to carry out the approved Corrective Action Plan in accordance with the schedule that is a part of such approved Corrective Action Plan.

### **Section 5.5. General.**

(a) In the case of an inspection by the City Parties and/or the Inspecting Engineer pursuant to this Article, the City Parties and/or the Inspecting Engineer shall: (1) comply with all health and safety rules of which the City Parties have been informed that have been established for personnel present on the construction site; and (2) coordinate the inspections so that the inspections do not interfere with the performance of construction by Developer. Developer shall have the right to accompany, and/or to have its construction manager accompany, the City Parties and/or its Inspecting Engineer during any inspection pursuant to this Article.

(b) Acceptance by the City Parties does not relieve the Developer of: (1) compliance with any applicable law; and (2) the proper application of construction means or methods.

## **ARTICLE VI COMPLETION OF PROJECT and PAYMENT**

### **Section 6.1. Commencement of Construction.**

The Developer shall commence construction on Phase One of the Project within one year after receipt of required zoning and construction approvals (or as otherwise detailed on **Exhibit C**) for the Project.

### **Section 6.2. Unavoidable Delay.**

In the event of delay in the performance of its obligations by either party to this Agreement due to occurrences including, but not limited to, acts of God, acts of the government, fires, floods, general shortages of labor, equipment, facilities or materials, strike, lockout or other industrial or labor disturbance or action of labor unions (hereinafter an "Unavoidable Delay"), the time for performance of said obligations shall be extended for the period of the Unavoidable Delay. The party seeking the benefit of the provisions of this subsection shall, within ten (10) days after the beginning of such Unavoidable Delay, notify the other party in writing of the cause thereof and request an extension for the period of the Unavoidable Delay. If a party fails to send such notice within ten (10) days after the beginning of such Unavoidable Delay, but notifies the other party prior to the expiration of such Unavoidable Delay, the party shall be entitled to extend any applicable time period by the time period equal to the difference between (1) the time period of such Unavoidable Delay, and (2) the number of days from the date of the commencement of the Unavoidable Delay to the date of notification of the other party. Developer's inability to satisfy an obligation on account of inability to pay any required sums shall not be an Unavoidable Delay.

**Section 6.3. Completion of Construction.**

Subject to Unavoidable Delay, the Developer shall substantially complete construction of the Project on the Property in accordance with the Site Plan and Project Milestone Schedule attached hereto as **Exhibit C**. In the event that the Developer fails to substantially complete construction of the Project on or before the applicable Completion Date in the Project Milestone Schedule (as extended, if applicable), the City Parties may declare the Developer to be in default and may take any and all actions permitted by Section 10.1.

**Section 6.4. Certificate of Completion.**

The Project shall be deemed substantially completed for the purposes of this Agreement at such time as the Developer submits a Certificate of Completion, attached as **Exhibit B**, to the City Parties that the Project has been constructed substantially in accordance with the RDC Approved Site Plan or, if applicable, the RDC Approved Final Site Plan. The Certificate of Completion shall be signed by the City's Planning and Transportation Department. The RDC shall consider the Certificate of Completion at its next scheduled meeting, and may approve or reject the Certificate of Completion in its reasonable discretion. Such Certificate of Completion shall not be interpreted to serve as a warranty of any kind of the work of the Developer or of any existing prior condition.

**Section 6.5. Workmanship and Quality of Materials.**

Developer shall guarantee the work on the Project for a period of one (1) year from the date of substantial completion. Failure of any portion of the work on the Project within one (1) year due to improper construction, materials of construction, or design shall constitute a material default of this Contract and may result in a refund to the City Parties of the Payment described in Section 6.6, and Developer bearing full liability for the cost of repairing or replacing that portion of the failed work.

**Section 6.6. Payment.**

Upon RDC's approval of the Certificate of Completion of Phase One of the Project, the City Parties shall authorize payment in the amount of \$250,000 to the Developer. The City shall pay the Developer no later than three (3) months after the RDC authorizes the payment. Under no circumstances shall the RDC be responsible for any incidental or additional costs in relation to Phase One of the Project, except as otherwise provided in this agreement.

**ARTICLE VII  
ADDITIONAL PROVISIONS**

**Section 7.1. Risk of Loss.**

At all times, the Developer shall bear the risk of loss.

**Section 7.2. Entire Agreement.**

This writing embodies the entire agreement between the parties hereto, and there are no representations, promises, understandings or agreements (oral or written) between the parties which are not set forth herein. Both parties shall be deemed to be the drafter of the Agreement.

**Section 7.3. Survival.**

All of the representations, warranties, and covenants of this Agreement shall survive the closing and shall be binding upon and inure to the parties hereto and their respective heirs, successors, and assigns.

**Section 7.4. Mutual Cooperation.**

Developer and the City Parties agree to cooperate with each other and to act in good faith and in a commercially reasonable manner in all matters contemplated by this Agreement.

**Section 7.5. Conflicts of Interest.**

No member of the RDC has a pecuniary interest in the transaction contemplated by this Agreement. No elected official or any other official or employee of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City or the RDC shall be personally liable to the City or the RDC in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

**Section 7.6. Titles of Articles and Sections.**

Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 7.7. Notices and Demands.**

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any other shall be sufficiently given or delivered the day following the day it is dispatched by overnight courier; two business days after it is mailed via registered or certified mail, postage prepaid, return receipt requested; or the day it is delivered personally; and

- (a) In the case of Developer is addressed to or delivered personally to:

Public Investment Corporation  
3900 W Industrial Drive #5  
Bloomington, IN 47403

With a copy to:  
Theodore J. Ferguson  
FERGUSON LAW  
403 E. Sixth Street  
Bloomington, IN 47408

- (b) In the case of the City Parties is addressed to or delivered personally to:

Bloomington Redevelopment Commission  
Attention: Larry D. Allen, City Legal Department  
401 N. Morton Street  
PO Box 100  
Bloomington, IN 47402

With a copy to:

Corporation Counsel  
City of Bloomington  
401 N. Morton Street  
PO Box 100  
Bloomington, IN 47402

The addresses provided above may be updated by either party by designating the new address in writing, and forwarding to the other party as provided by this Section.

Nothing in this Section shall preclude the ordinary communication between the Parties by other means, including by e-mail and telephone.

#### **Section 7.8. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

#### **Section 7.9. Law Governing.**

This Agreement will be governed and construed in accordance with the laws of the State of Indiana. To the extent litigation is necessary, the parties agree that the venue of any such litigation will be Monroe Circuit Court, Monroe County, Indiana. The RDC, City and Developer waive, to the extent permitted by applicable law: (1) the right to a trial by



jury, and (2) any right the City Parties or Developer may have to: (i) assert the doctrine of “forum non conveniens” or (ii) object to venue.

**Section 7.10. Covenants to Run with Title.**

The rights and obligations of Developer under this Agreement run with title to the Property and are binding on Developer and Developer’s successors in title to all or any portion of the Property.

**Section 7.11. Enforceability.**

If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

**Section 7.12. No Third Party Beneficiaries.**

Nothing in this Agreement, expressed or implied, is intended to confirm any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns.

**Section 7.13. Business Days.**

If the date this Agreement establishes for a party’s performance of an obligation or delivery of a notice is not a Business Day, the date for such performance or for the delivery of such notice is automatically extended to the next Business Day.

**Section 7.14. Amendment.**

No modification, supplement, termination, consent or waiver of, or to, any provision of this Agreement, nor any consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the RDC and Developer. Any waiver under this Agreement, or any consent to any departure from the terms of this Agreement shall be effective only in the specific instance and for the specific purposes for which given.

**ARTICLE VIII  
INSURANCE; INDEMNIFICATION**

**Section 8.1. Insurance.**

The Developer shall procure and maintain at all times from the execution of this Project Agreement through the completion of the Project, insurance in the following amounts:

- Comprehensive general liability insurance together with a Contractor's Policy with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for each occurrence);
- Worker's Compensation and Occupational Disease Insurance, as required by and in accordance with the laws of the State of Indiana, including Employer's Liability insurance to the limit of Five Hundred Thousand Dollars (\$500,000.00); and
- Comprehensive Automobile Insurance, including "non-owned" automobiles, against bodily injury, including death resulting therefrom, in the limits of Five Million Dollars (\$5,000,000.00) for any one occurrence and One Million Dollars (\$1,000,000.00) property damage or a combined single limit of Five Million Dollars (\$5,000,000.00).

The Developer shall procure and maintain at all times during the construction of the Project, until substantial completion of the Project, insurance against loss or damage to or on the entire Property, including the Project, including:

- Builder's risk insurance, written on the "Builder's Risk-Completed Value Basis," obtained by Developer's general contractor in an amount equal to one hundred percent (100%) of the replacement cost of the Project on the Property during the process of construction.

The policies of insurance required pursuant to this Section shall be placed with financially sound and reputable insurers licensed to transact business in the State of Indiana and shall: (i) list the City and RDC additional insureds; and (ii) contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City and the RDC in the event of cancellation of such policy or change materially affecting the coverage thereunder.

## **Section 8.2. Indemnification of City and the RDC.**

The Developer hereby agrees to indemnify, defend (by legal counsel reasonably acceptable to the City and the RDC) and hold harmless the City, the RDC, and their respective officers, employees, officials, agents, successors and assigns, (hereinafter "the City Indemnified Parties"), until the Phase One of the Project is dedicated to the Public from and against any and all claims, damages, actions or proceedings of any type asserted by third parties against the City Indemnified Parties, and all final judgments that the City Indemnified Parties suffer and reasonable costs and expenses incurred, including reasonable attorneys' fees and expenses, (i) as a result of the assertion of such claims due to any negligent act or omission whatsoever by, or the intentional misconduct of, the Developer or its agents, employees, servants, contractors or subcontractors, successors, or assigns, in using or improving the Property; (ii) claims, fines and penalties arising out of any failure of the Developer or its agents, employees, servants, contractors or subcontractors, successors, or assigns, to comply with any law, ordinance, code requirement, regulation or other requirement applicable to the Developer's work on the Project or the Property; (iii) arising or growing out of or in any way connected with the Developer's ownership, use, occupancy, management or control of the Property, or the Developer's operations, conduct or activities on the Property, or (iv) as a result of a breach

by the Developer of any provision of this Agreement until the Phase One of the Project is dedicated to the Public.

The obligations under this Section shall survive the termination of this Agreement.

## **ARTICLE IX EVENTS OF DEFAULT**

### **Section 9.1. Events of Default by the Developer.**

The term "Event of Default" as used in this Agreement in reference to actions or omissions of the Developer shall mean any one or more of the following events (and the term "default" shall mean any event which would with the passage of time or giving of notice, or both, be an "Event of Default" hereunder):

- (a) Subject to Unavoidable Delay, failure by the Developer to observe and perform any covenant, condition, obligation, or agreement on its part to be observed or performed hereunder within thirty (30) days after written notice to the Developer specifying such failure and requesting that it be remedied (or within such other period as otherwise expressly provided in this Agreement), or within such further period of time as is reasonably necessary to cure such failure, but only if the Developer has within said thirty (30) days provided the City Parties with assurances reasonably deemed adequate by the City Parties that the Developer will cure the failure as soon as is reasonably possible;
- (b) Failure by Developer to provide and maintain the forms and amounts of insurance required by Section 11 of this Agreement and the Developer fails to cure said default within thirty (30) days after written demand from the City Parties to do so;

### **Section 9.2. Remedies on the Developer's Default.**

Whenever any Event of Default by the Developer occurs and is continuing, the City Parties may take any one or more of the following actions and/or any other action permitted in this Agreement or by law:

- (a) Upon thirty (30) days written notice by the City Parties to Developer, suspend performance of the City Parties under this Agreement until they receive assurances from the Developer, reasonably deemed adequate by the City Parties, that the Developer will cure its default and continue its performance under this Agreement;
- (b) If the event of Default occurs prior to delivery of payment, and exists beyond any applicable cure period, the City Parties may either deduct appropriate damages or cancel and rescind this Agreement;

(c) Take whatever action at law or in equity may appear necessary or desirable to the City Parties to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; or

(d) Enforce performance and observance of any obligations, agreements, or covenants of the Developer under this Agreement, including, without limitation, the right to compel specific performance of such obligations, agreements, and covenants.

### **Section 9.3. Events of Default by the RDC.**

The term "Event of Default" as used in this Agreement in reference to actions or omissions of the RDC shall mean any one or more of the following events (and the term "default" shall mean any event which would with the passage of time or giving of notice, or both, be an "Event of Default" hereunder):

(a) Failure by the RDC to observe and perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder within thirty (30) days after written notice to the RDC specifying such failure and requesting that it be remedied (or within such other period as otherwise expressly provided in this Agreement), or within such further period of time as is reasonably necessary to cure such failure, but only if the RDC has within said thirty (30) days provided the Developer with assurances reasonably deemed adequate by the Developer that the RDC will cure the failure as soon as is reasonably possible.

### **Section 9.4. Remedies on the RDC's Default.**

Whenever any Event of Default by the RDC occurs and is continuing, the Developer may file suit to compel specific performance of the Agreement.

### **Section 9.5. No Waiver.**

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

### **Section 9.6. Notice of Default.**

In order to entitle the RDC or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be explicitly required by this Agreement or by appropriate law.

## **ARTICLE X NON-DEFAULT DISPUTE RESOLUTION**

### **Section 10.1. Non-Default Dispute Resolution.**

Should any dispute arise with respect to this Contract that is not otherwise covered under Article IX, the parties agree to the following:

- (a) The Developer and the City Parties agree to act promptly and in good faith to resolve such disputes in accordance with this Section 10.1. Time is of the essence in the resolution of disputes;
- (b) The Developer agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Developer fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the City Parties or the Developer as a result of such failure to proceed shall be borne by the Developer;
- (c) If the City Parties or the Developer are not satisfied with the progress toward resolving a dispute, the aggrieved party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The City Parties may withhold any disputed portion of payment, pending resolution of the dispute.

## **ARTICLE XI NON-COLLUSION**

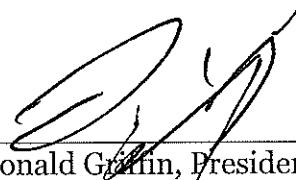
### **Section 11.1. Non-Collusion.**

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



IN WITNESS WHEREOF, the RDC, City and Developer have caused this Agreement to be duly executed and on its behalf, on or as of the date first written above.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

By:   
Donald Griffin, President

Date: 11-18-19

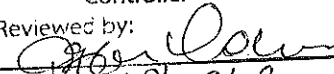
STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )


The foregoing instrument was acknowledged before me this 18 day of November, 2019, by Don Griffin the President, of the Bloomington Redevelopment Commission.

Christina Finley  
Notary Public

Printed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_



CITY OF BLOOMINGTON  
Controller  
Reviewed by:   
DATE: 12/9/19  
FUND/ACCT: 438-15-399

CITY OF BLOOMINGTON  
Legal Department  
Reviewed By:   
DATE: 12/28/19

This is a signature page to the Project Agreement by and between the City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission and Public Investment Corporation.

IN WITNESS WHEREOF, the RDC, City and Developer have caused this Agreement to be duly executed and on its behalf, on or as of the date first written above.

**PUBLIC INVESTMENT CORPORATION**

By: *Theodore J. Ferguson*

Printed Name: Theodore J. Ferguson

Title: President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

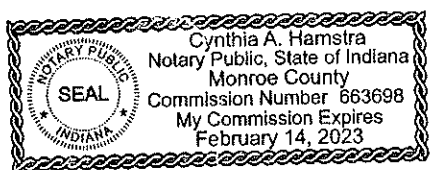
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019, by Theodore J. Ferguson the President, of Public Investment Corporation.

*Cynthia A. Hamstra*  
Notary Public

Cynthia A. Hamstra  
Printed Name

My Commission Expires: 2/14/2023

County of Residence: Monroe





This is a signature page to the Project Agreement by and between the City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission and Public Investment Corporation.

IN WITNESS WHEREOF, the RDC, City and Developer have caused this Agreement to be duly executed and on its behalf, on or as of the date first written above.

**CITY OF BLOOMINGTON**

By: Philippa M Guthrie  
Philippa Guthrie, Corporation Counsel

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MONROE                )

The foregoing instrument was acknowledged before me this 2nd day of November, 2019, by Philippa M Guthrie the Corporation Counsel, of the City of Bloomington, Indiana.

Heather Whitlow  
Notary Public

Heather Whitlow  
Printed Name

My Commission Expires: 5.29.2025

County of Residence: Monroe  
Commission # 700934



**EXHIBIT A**

**PROJECT DESCRIPTION AND SITE PLAN**

[See Attached Plan Commission Packet – Approved July 9, 2018]

# EXHIBIT A - PROJECT DESCRIPTION<sup>3</sup>

**BLOOMINGTON PLAN COMMISSION**  
**STAFF REPORT**  
**Location: 2700 W. Tapp Road**

**CASE #: PUD-27-17**  
**DATE: July 9, 2018**

---

**PETITIONER:** Public Investment Corporation  
2417 Fields South Drive, Champaign, IL

**CONSULTANT:** Smith Brehob & Associates, Inc.  
453 S. Clarizz Blvd, Bloomington

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**REQUEST:** The petitioner is requesting PUD final plan approval and preliminary plat approval to allow a 24 lot commercial subdivision.

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**BACKGROUND:**

**Area:** 54.53 acres  
**Current Zoning:** PUD  
**Comp Plan Designation:** Employment Center  
**Existing Land Use:** Undeveloped  
**Proposed Land Use:** Commercial/Industrial  
**Surrounding Uses:** North – Undeveloped property  
East – Commercial (Woolery PUD)  
South – Business/Professional Offices/Undeveloped  
West – Commercial/Industrial

---

**REPORT:** The property is located at 2700 W. Tapp Road and is within the Mill Creek Planned Unit Development (PUD-40-87). Surrounding properties to the north and west are also within the Mill Creek PUD, to the south is the Southern Indiana Medical Park PUD, and to the east is the Woolery Planned Unit Development. The properties to the west of this site within the PUD have been developed with a commercial office park, however the petition property has remain undeveloped. The Mill Creek PUD received outline plan approval in 1987 under case #ZO/PUD-40-87 and development plan approval for one phase of the PUD was given in 1991 under case #PUD-73-90. A development plan approval (PCD-76-91) was also given in 1991 to allow for an access drive off of Tapp Road for Deborah Drive, which was installed. The Mill Creek PUD was approved under the 1973 zoning code list of permitted uses and development standards for the Light Manufacturing (ML) zoning district, with some uses excluded for the north part of the PUD (not involved with this petition). The PUD was intended to incorporate retail and commercial uses into the framework of an industrial park.

The petitioner is requesting PUD final plan approval for a proposed road layout and preliminary plat approval for a 24 lot subdivision. The proposed plat and site plan follows the general outline plan that was previously approved with the initial rezoning. However, the petitioner has also attempted to meet all of the current UDO standards related to site design, including the environmental preservation standards, which were not in place at the time of the initial rezoning. The proposed preliminary plat shows 20 commercial lots, 2 common area lots, and one lot that will potentially be dedicated to the City Parks Department for inclusion in the Wapehani Park.

This petition would involve a major change in the transportation network for this portion of the City. Specifically, with input from the Department, Weimer Road is being proposed to be relocated



## EXHIBIT A - PROJECT DESCRIPTION<sup>4</sup>

from its current location to go through this petition site. This realignment was envisioned by the City in 2010 when right-of-way was purchased along this property frontage on Tapp Road for a possible new Weimer road location and roundabout. The location of the roundabout was chosen to align with the location of a possible future entrance to the Southern Indiana Medical Park to the south as well as locate the entrance more central to this petition site. In order to offset some of the development cost associated with this larger community-serving project, the Redevelopment Commission approved a contribution of \$250,000 for this project. The relocation of Weimer Road would have several benefits including-

- Allowing the Parks Department to utilize the abandoned (current) Weimer Road for the proposed Clear Creek Trail that would connect from the existing parking area on the south side of Tapp Road and extend north through the Sudbury PUD.
- The relocation of Weimer Road would move the road out of the floodplain and solve flooding issues at the Weimer/Tapp intersection.
- Provide a more continuous road network for this corridor of the City that would align with undeveloped properties to the south.

---

### PRELIMINARY PLAT REVIEW:

**Lot Layout:** This plat will create 20 commercial lots, 2 common area lots, and one lot that will potentially be dedicated to the Park Department for inclusion in Wapehani Park. The relocated Weimer Road has been shown running through the middle of the site with 2 cul-de-sacs extending east. The standards for this PUD are those of the ML district which did not have a minimum lot size and only had a minimum lot width requirement of 60'. All of the proposed lots meet the minimum lot width standards. Stormwater detention will be provided on the 2 common area lots for the entire subdivision. There are 2 cul-de-sacs shown that are allowed and meet the minimum 200' length requirement and do not exceed the 600' length maximum.

**Right-of-Way:** With this project the new extension of Weimer Road would be a Primary Collector and a total of 65' of right-of-way is required. However, in order to minimize disturbance through this property the Department worked with the petitioner on a specific cross-section of this road for this overall phase with only 60' of right-of-way being dedicated. Future sections of Weimer are required to dedicate the required 65' of right-of-way. In addition, right-of-way from centerline of existing Weimer Road must be dedicated and would result in 32.5' of right-of-way dedicated from centerline. All internal streets would be public with a total of 50' of right-of-way dedicated for each. All roads will be dedicated public roads. The Department has worked with the petitioner on an appropriate cross section for the new Weimer Road to include bike lanes as well as sidewalks and tree plots. The approved cross sections must be shown on the final plat as well. In addition, the final plat must show all right-of-way clearly dedicated to the City of Bloomington and show centerlines of adjacent roads.

**Street Trees:** New street trees are required no less than 20' and not more than 40' from center along all internal public streets, as well as along Weimer and Tapp. A 5' wide tree plot with street trees is required along both sides of Schmaltz Drive as well as along the other new streets.

**Common Area:** There are 2 common area lots shown on the preliminary plat. The UDO requires that areas of tree preservation over one acre in size be set aside in common area and this has been met. The common area lots also contain areas of 18% slope that are required to be preserved. A facilities maintenance plan is required to be recorded with the final plat.

**Environmental:** The site has approximately 77% existing tree canopy coverage and is required to preserve at least 60% of that amount. The petitioner has shown 62% preservation which exceeds the minimum requirement. These areas of preservation have all been shown in common area as required since the areas of preservation are greater than one acre. There are also several karst features on the site that are required to be set aside in karst preservation easements and these have been shown as well. A 10' no-build area is required around the karst preservation easements and must be shown. The site also has several areas of 18% slope and those have been set aside within the common area as well.

---

**FINAL PLAN ISSUES:**

**Access:** The project will be accessed through the proposed new relocation of Weimer Road and from Schmaltz Drive. No new access connections to Weimer Road or Tapp Road are approved. As mentioned previously, the new location of Weimer Road will align with the location of previously purchased right-of-way on Tapp Road, which is also positioned to align with a possible new access drive on the south side of Tapp Road to access undeveloped property to the south.

**Development Standards:** The PUD Outline Plan approved the list of permitted uses and development standards per the ML District for this site. Any standard not addressed under the previous code would utilize the current standards of the IL district. No change to the list of permitted uses is requested or approved.

**Pedestrian Facilities:** Since it is foreseen that the current Weimer Road will be used to access the Clear Creek trail, the Department has given guidance to the petitioner to incorporate a 12' asphalt multiuse path along the west side of Weimer to be used for the future connection route and that has been shown. Since there are no lots along the north side of Schmaltz Drive, the petitioner is requesting to install a sidewalk along only the south side of Schmaltz Drive in order to minimize disturbance and preserve existing trees. The Department believes that a sidewalk should be constructed along the north side of Schmaltz Drive and has included a condition of approval to the effect.

**Utilities:** The site is well served by existing utilities and while no problems have been highlighted so far, a full utility plan has not been approved and will be reviewed with a grading permit.

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**20.04.090 PUD Final Plan-** The UDO does not list specific findings criteria for PUD Final Plans, but does list what items shall be considered by the Plan Commission in a review:

- (A) The written statement and supportive material submitted by the petitioner;

**Recommended Finding:** The petitioner has provided all required materials.

- (B) The PUD District Ordinance;

**Recommended Finding:** The proposed petition meets the original PUD District Ordinance guidance, including the planned multi-family density and trail connection.

- (C) The Preliminary Plan;

**Recommended Finding:** The approved preliminary plan showed a substantial amount of environmental disturbance which this final plan has avoided.

(D) The Final Plan;

**Recommended Finding:** The petition is the Final Plan for the site.

(E) Any commitments or conditions of approval attendant to prior approvals;

**Recommended Finding:** There were no previous commitments or conditions that were imposed on the final plan approval.

(F) Any applicable section of the Unified Development Ordinance;

**Recommended Finding:** The petition is subject to the current standards of the UDO for architecture, height, and environmental standards as well as any other current standards in the UDO that were lacking in the original PUD.

(G) Additional information as may be required by the Plan Commission to evaluate the application.

**Recommended Finding:** No additional information beyond what the petitioner supplied was requested by the Plan Commission at the May hearing.

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**ENVIRONMENTAL COMMISSION RECOMMENDATION:** The EC realizes this PUD was created long ago before it was widely known how important habitat corridors are. Because of this, the recommendation is to construct this development as carefully as possible, and as the city moves forward planning other areas of town, be conscientious about enabling preservation of pathways of vegetation.

---

**CONCLUSION:** This petition follows the general outline of the approved outline plan while at the same time meeting our current environmental regulations. This petition also accomplishes a relocation and improvement to the overall road network for this corridor which will greatly improve the transportation network in this portion of the City. The proposed plat meets all of the current subdivision regulations as well as the approved standards for this PUD. There were not any specific standards for this PUD and it was approved under the 1973 zoning code list of development standards for the ML district. As such, staff used the current IL district UDO standards to review the site plan which meets all of the current standards.

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**RECOMMENDATION:** The Department recommends approval of the proposed site plan and preliminary plat with the following conditions of approval:

1. A 5' wide concrete sidewalk and 5' tree plot is required along the north side of Schmaltz Drive.
2. A zoning commitment is required to be recorded to the effect that when the property to the north develops, that Weimer Road must be dedicated and extended through that site.
3. A facilities maintenance plan must be submitted prior to final plat approval.
4. Approved cross-sections must be shown on the final plat.

## EXHIBIT A - PROJECT DESCRIPTION<sub>7</sub>

5. A 10' no-build setback should be shown around the karst features. No construction, including sidewalks for public roads, are allowed in the no-build setback.



City of Bloomington  
Bloomington Environmental Commission

## MEMORANDUM

Date: July 9, 2018  
To: Bloomington Plan Commission  
From: Bloomington Environmental Commission  
Subject: PUD-27-17, Public Investment Corporation/Mill Creek, PUD Final Plan & Preliminary Plat  
2700 W. Tapp Rd.

---

The purpose of this memo is to convey the concerns and recommendations of the Environmental Commission (EC) with the hope that action will be taken to protect the environmental attributes of this environmentally-sensitive undeveloped area.

This site is mostly covered by a high-quality woodland; perhaps one of the best in Bloomington. It also boasts creeks, riparian buffers, sinkholes, springs, steep (12% - 18%) and excessive slopes (> 18%), high quality floral and faunal habitats, and ample biodiversity including bats and box turtles.

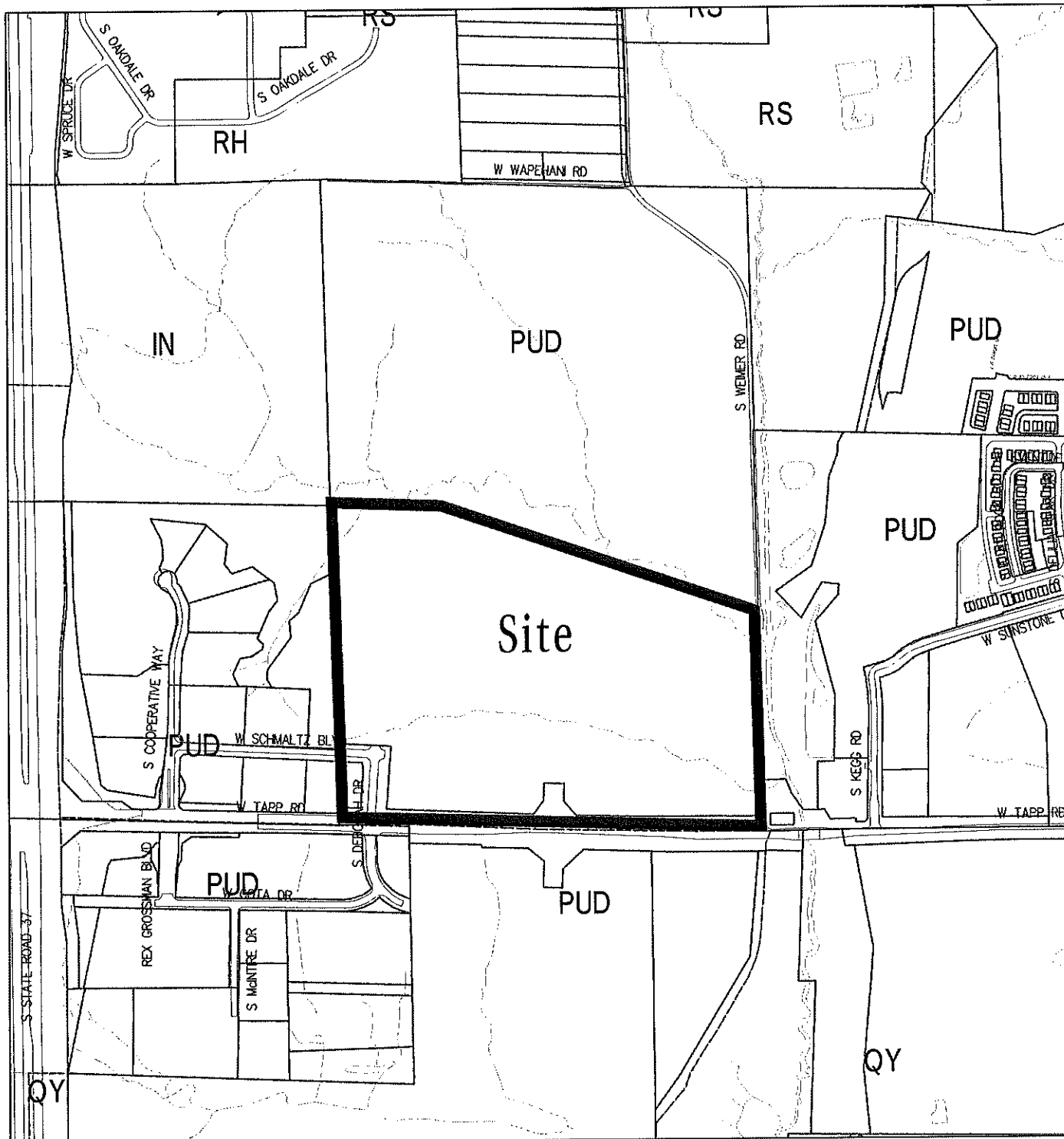
In November of 2017, the EC released a document titled Bloomington Habitat Connectivity Plan. The purpose for crafting the plan was to improve habitat and connectivity in our city. The EC recommended five steps to connect habitat biodiversity through developing vegetative corridors; they are as follows.

1. Conserve habitat before, during, and after development;
2. Prioritize the habitat potential and permanent habitat connectivity of an area when making land use decisions;
3. Connect isolated areas of habitats by producing greenspace corridors;
4. Enhance habitat quality in stable areas by planting native species and removing invasives; and,
5. Inform Bloomington residents of the ecological benefits of habitat connectivity and encourage citizen involvement in habitat restoration.

This site falls into an area described as having the best potential of linking two high-quality habitats.

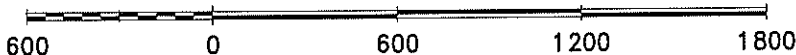
The EC realizes this PUD was created long ago before it was widely known how important habitat corridors are. Because of this, the recommendation is to construct this development as carefully as possible, and as the city moves forward planning other areas of town, be conscientious about enabling preservation of pathways of vegetation.

# EXHIBIT A - PROJECT DESCRIPTION <sup>9</sup>

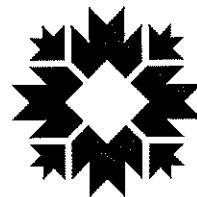


PUD-27-17 Public Investment Corporation  
 2700 W Tapp Road  
 Plan Commission  
 Site Location, Zoning, Parcels

By: greulice  
 6 Apr 18



City of Bloomington  
 Planning & Transportation



Scale: 1" = 600'



For reference only; map information NOT warranted.

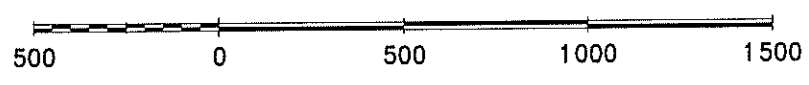


# EXHIBIT A - PROJECT DESCRIPTION

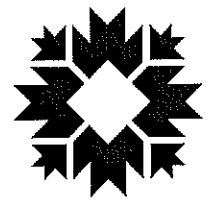


PUD-27-17 Public Investment Corporation  
2700 W Tapp Road  
Plan Commission  
2016 Aerial Photograph

By: greulice  
6 Apr 18



City of Bloomington  
Planning & Transportation



Scale: 1" = 500'

For reference only; map information NOT warranted.

## Smith Brehob &amp; Associates, Inc.



*Providing professional land planning, design, surveying and approval processing for a sustainable environment.*

Stephen L. Smith P.E., L.S.  
 Steven A. Brehob B.S.Ca.T.  
 Todd M. Borgman, P.L.S.  
 Don J. Kocarek, P.L.A.  
 Katherine E. Stein, P.E.

Mill Creek  
 Petitioner's Statement  
 (Revised)

**Location**

The site is located within the Mill Creek PUD at the northeast corner of SR 37/I-69 and W Tapp Rd. This portion of Mill Creek is located at the immediate NW corner of Weimer and Tapp and generally contains 54 acres south of the creek that flows out of the Waphanei Bike Park to Weimer Road.

**Size**

The parcel is 54.53 acres in size. The parcel will be subdivided into 24 lots. Twenty-one of these lots will be for development purposes, 3 lots will be conservancy and common area lots to preserve environmental features and encompass storm water management facilities.

**Environmental Constraints**

Approximately 42.18 acres of the site is wooded. Of this wooded area, 26.15 acres will be preserved on separate conservancy lots.

Steep slopes on the site (12-18%) comprise approximately 17.14 acres of the property. Approximately 10.98 acres of steep slope area will be preserved.

There are several sinkholes on the site. The majority of those features are located within the wooded area on conservancy lots. Sinkholes not located within a conservancy area will be placed in easement on the respective development lot.

There are two streams that flow easterly across the property. The first stream is an ephemeral stream on the south side of the parcel that runs from the east side of Lot 1 through the preserved wooded area to an existing culvert under S Weimer Rd on the east side of Lot 21. The second stream is a perennial stream on the north side of the site. This stream starts offsite at the outlet of Lake Waphanei of the site and continues easterly through a wetland area and underneath S. Weimer Rd. Both streams discharge to West Fork Clear Creek on the east side of S. Weimer Road.

453 S. Clarizz Blvd.  
 Bloomington, Indiana 47401

Telephone 812 336-6536  
 Fax 812 336-0513  
 www.smithbrehob.com

PUD-27-17  
 Petitioner Statement

Smith Brehob &amp; Associates, Inc.



### Access

Access to the property will be provided by connection to and extension of existing roadways. A north/south extension across the property beginning at Tapp Road and continuing north will provide the main access and could be extended further north in the future to eliminate Weimer Road. Weimer Road could then become a multi-use trail. Schmaltz Boulevard located west of the site and within Mill Creek Phase 1 will be extended east parallel with Tapp Road to the new north/south roadway. This extension of Schmaltz will provide access to lots 2 through 8 which front on Tapp Road.

A second internal east/west roadway is proposed also proposed to provide interior access to development area.

The petitioner has been working with the Administration and the Redevelopment Commission for funding of the proposed north/south roadway since it furthers the City goals of a safe replacement for Weimer Road and the opportunity to use the existing roadway area of Weimer Road for a multi-use trail. The alignment of this north/south roadway was somewhat predetermined when the City originally purchased R/W from the Mill Creek property for a roundabout on Tapp Road at the Tapp road and "New Weimer Road" intersection.

### Proposed Development Uses

Uses approved within the PUD are those listed in the original PUD outline plan.

Site plan approval would be required for each individual lot upon development. Site plan approval would be requested at staff level for each lot.

### Proposed Development Roadway Sections

There are 3 typical roadway sections within the development as described below. Sections are illustrated on the Site Plan.

#### *New North/South Roadway*

- 60' R/W width
- 20' pavement for two travel lanes
- 7' on-street bike lanes
- 6" standing curb both sides
- 6.5' wide tree plot both sides
- 5' concrete sidewalk

|                                   |
|-----------------------------------|
| PUD-27-17<br>Petitioner Statement |
|-----------------------------------|

Smith Brehob &amp; Associates, Inc.

***Public Street through Sensitive Areas***

50' R/W min width  
 24' pavement for two travel lanes  
 6" standing curb both sides  
 6.5' tree plot and 5' concrete sidewalk on 1 side only

***Public Street***

50' R/W width  
 24' pavement for two travel lanes  
 6" standing curb both sides  
 6.5' tree plot and 5' concrete sidewalk both sides

**Roadway Sidewalk Waiver**

The roadway typical cross section for the East/West extension of Schmalz runs adjacent to steep slope areas and sinkholes. It is also adjacent to common area where a significant block of existing tree canopy is being preserved. There are no development lots location along the north side of the roadway. A waiver to the required tree plot and sidewalk on the north side of this roadway is being requested. Inclusion of a sidewalk will require additional removal of tree canopy and may necessitate the construction of walls within the sinkhole buffer areas to support the sidewalk. Sidewalk is included on the south side of the roadway adjacent to the development lots and crosswalks are provided at intersections.

**Preservation and Common Area**

The proposed plan preserves a total of 26.15 ac of tree canopy (62% of existing tree canopy). The tree preservation areas are located on Conservancy Lots 21-24. Several karst features are present on the site and are located within Conservancy Lots 21-24 with the exception of two karst features on lots 16 and 17. Storm water management areas are also located within lots 21, 23 and 24.

**Stream Buffer**

Two 75' stream buffer areas are provided for one ephemeral stream and one perennial stream. The ephemeral stream is located on lots 21 and 22 north of Schmalz Boulevard. This stream flows in an easterly direction to S Weimer Road. A proposed detention basin is located within Zones 2 and 3 of the stream buffer area near S. Weimer Road on Lot 21. The perennial stream is located on the north side of the development. This stream starts offsite from the west and flows in an easterly direction to S. Weimer Road. A wetland area has also been identified within this stream.

Smith Brehob &amp; Associates, Inc.

**Tree Canopy Mitigation**

Mitigation of the loss of tree canopy coverage is proposed along the roadside embankment of the North/South roadway. The mitigation plantings will consist of canopy and understory tree planted on a 10' x 10' grid. Native grasses will also be planted in the mitigation area. The area will not be maintained (mowed) after planting.

**Interaction with Waphanei**

Pedestrian easements have been included to link the site to the park through Lot 24 of the development. Lot 24 is a preservation lot and is currently encumbered with mountain bike and hiking trails. A prior agreement with PIC permitted the use of the trails until the Mill Creek property was developed. Discussions with Parks regarding donation of Lot 24 to the City are ongoing.

**Storm Water Management**

Three detention basins are proposed to provide both storm water management and water quality for the entire development. The storm water detention basins will be planted with native plant material. Basins are located on lots 21, 22 and 23.

**Utility Service Lines**

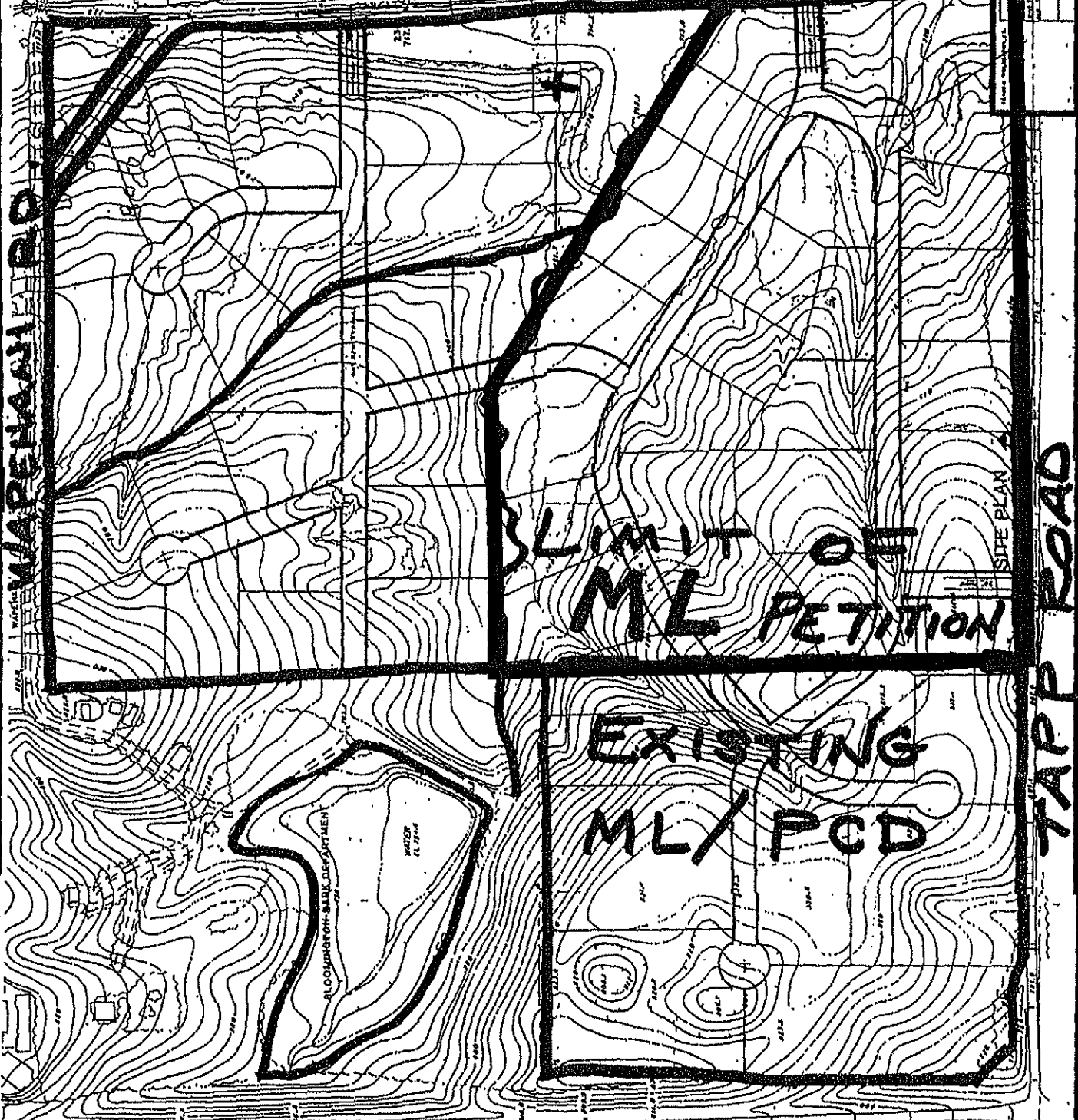
Water, sewer and private utility lines are located near the property to serve the needs of the development.

*Water* – water service will be provided to the lots fronting W Tapp Road from an existing main along the north side of W Tapp Rd. The remaining lots will be served by a new main extension from Tapp Road north through the development and looping back out to S. Weimer Road.

*Sanitary Sewer* – sanitary sewer service will be provided by a proposed main extension within the development that will connect to an existing main along S Weimer Rd.

*Private utilities* – Electric, telephone, gas and cable service is available in along W Tapp Road and Deborah Drive to meet the needs of the development.

WEIMER



LIMIT OF  
ML PETITION

EXISTING  
ML/PCD

S.R. 37 BYPASS

20-40-87  
SITE PLAN



M. Manufacturing- Light

20.07.06.00 Industrial

A. Manufacturing/ Processing

1. Apparel
2. Bakery, Dairy Products, Confectionary
3. Beverage, Bottling
4. Chemicals and Chemical Products- manufacture of products from already prepared chemical materials
5. Clock, Scientific Instruments
6. Furniture- custom shops, upholstery shops and small furniture manufacturing may be permitted in the ML zone by the plan Commission
7. Meat, Poultry, Seafood- processing or freezing of dressed meat and poultry permitted in all M zones, slaughter or dressing must receive special permission of the Plan Commission and is permitted only in the MG zone
8. Musical Instruments
9. Paper Products
10. Printing/ Newspaper
11. Research Laboratories

B. Industrial, Non- Processing

1. Motor and Bus Terminals
2. Warehouse, Storage

20.07.07.00 Institutional

A. Public, Quasi Public

1. Religious Organizations
2. Schools, Parks, Playgrounds- conditional use
3. Civic, Community Clubs
4. Day- care Centers- special exception

B. Utilities

1. Communication, Transmission
2. Storage

C. Medical Facilities

1. Rehabilitative Facilities

M. Manufacturing- Light

20.07.05.00 Business

A. Commercial, Retail

1. Appliance Stores, Small
2. Arts and Crafts
3. Auto/ Truck/ Marine Sales
4. Auto Parts/ Supplies, New
5. Bicycle Shops
6. Dairy Products
7. Drugstore, Sundry
8. Farm Equipment
9. Grocery and Meats
10. Hardware
11. Mobile Home Sales
12. Motorcycle Sales
13. Used Merchandise
14. Variety Store

B. Commercial Trade

1. Appliance Repair (Small)
2. Auto Repairs- all major overhaul, body and fender work, upholstery and welding shall be conducted within a completely enclosed building and all spray painting shall be conducted within an approved spray booth and provided further, that no outdoor storage of automobile parts, discarded tires, or similar materials, or outdoor storage of more than three wrecked or temporarily inoperable motor vehicles awaiting repairs shall be permitted.
3. Auto Storage Yards- special exception
4. Banks- (Branch)
5. Business Service
6. Business and Professional Office
7. Candy, Confectionary
8. Eating, Drinking (Restaurant)
9. Furniture Repair
10. Gasoline Service Station
11. Laundry and Dry Cleaning
12. Personal Service
13. Recreation
14. Schools (Trade and Business)
15. Taxi Stands
16. Tire Recapping- special exception
17. Theaters, Drive- In- special exception
18. Building Trades Shops
19. Warehouses
20. Warehouses (mini)

C. Commercial, Wholesale

1. Building Material
2. Farm Products
3. Food Products
4. Farm Supplies
5. Household Goods

Notes on motion to approve 8/3/87

North

West

excl. All over

OK

NO MG uses with Lynn Coynes suggestions for Buffer

Approved use list

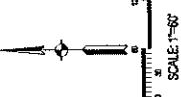
EXHIBIT A - PROJECT DESCRIPTION

# EXHIBIT A - PROJECT DESCRIPTION

MILL CREEK  
PUD DEVELOPMENT PLAN

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 6/8/98  
 9/16/98  
 5/4/00  
 2 of 24  
 05/25/18  
 PRELIMINARY  
 PLAN

**SB**  
 South Bay Area  
 10000 10th Street  
 San Diego, CA 92121  
 619-594-8800



| MARKER | LENGTH | DIRECTION       | CHORD |
|--------|--------|-----------------|-------|
| 100-00 | 19.35  | N 81° 27' 28" E | 18.18 |
| 200-00 | 29.37  | S 87° 45' 37" E | 28.48 |
| 300-00 | 47.00  | S 77° 33' 17" E | 46.24 |
| 400-00 | 50.75  | S 81° 56' 34" E | 49.47 |
| 500-00 | 19.42  | N 77° 40' 38" W | 19.37 |

**CONSTRUCTION PHASING**

PHASE 1  
 PHASE 2  
 PHASE 3

THE CANOPY CONCRETE RETAINED

**LIST CANOPY TABLE**

| NO. | MARKER | LENGTH | DIRECTION       | CHORD |
|-----|--------|--------|-----------------|-------|
| 1   | 100-00 | 19.35  | N 81° 27' 28" E | 18.18 |
| 2   | 200-00 | 29.37  | S 87° 45' 37" E | 28.48 |
| 3   | 300-00 | 47.00  | S 77° 33' 17" E | 46.24 |
| 4   | 400-00 | 50.75  | S 81° 56' 34" E | 49.47 |
| 5   | 500-00 | 19.42  | N 77° 40' 38" W | 19.37 |

**CANOPY MITIGATION AREA**

1. CANOPY MITIGATION AREA SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

2. CANOPY MITIGATION AREA SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

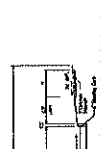
3. CANOPY MITIGATION AREA SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

**DEVELOPMENT DATA**

1. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

2. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

3. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.



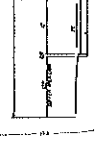
TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



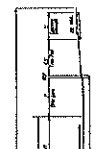
TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



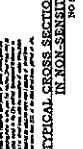
TYPICAL CROSS SECTIONS FOR PUBLIC STREETS FOR MULTIPLE-USE PATH (D-D)  
NO SCALE



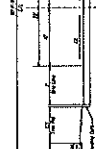
TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS FOR MULTIPLE-USE PATH (D-D)  
NO SCALE



TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS FOR MULTIPLE-USE PATH (D-D)  
NO SCALE



TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS FOR MULTIPLE-USE PATH (D-D)  
NO SCALE



TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS FOR MULTIPLE-USE PATH (D-D)  
NO SCALE



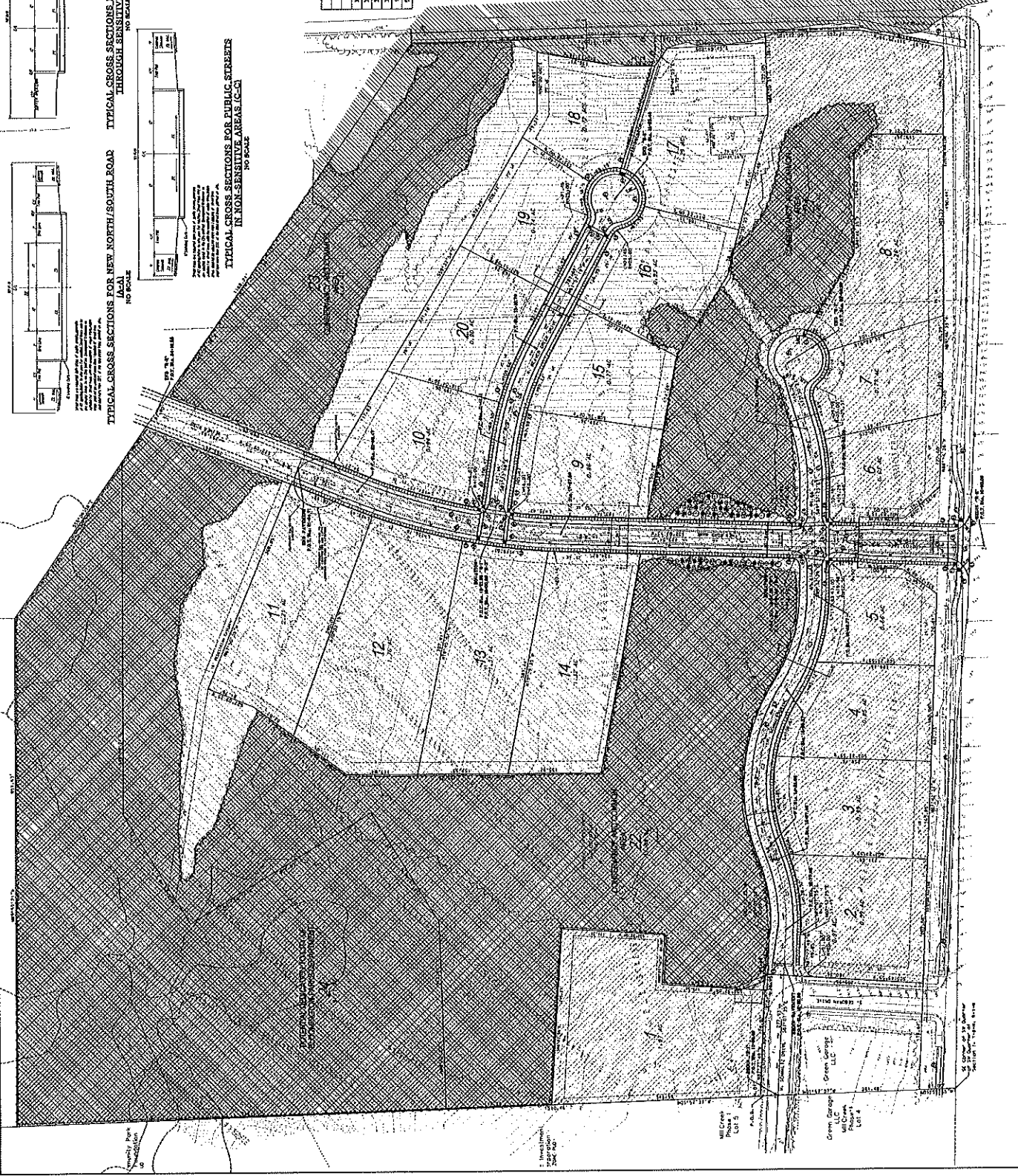
TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD (A-A)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS THROUGH SENSITIVE AREAS (B-B)  
NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS IN NON-SENSITIVE AREAS (C-C)  
NO SCALE



1. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

2. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

3. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

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12. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

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15. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

16. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

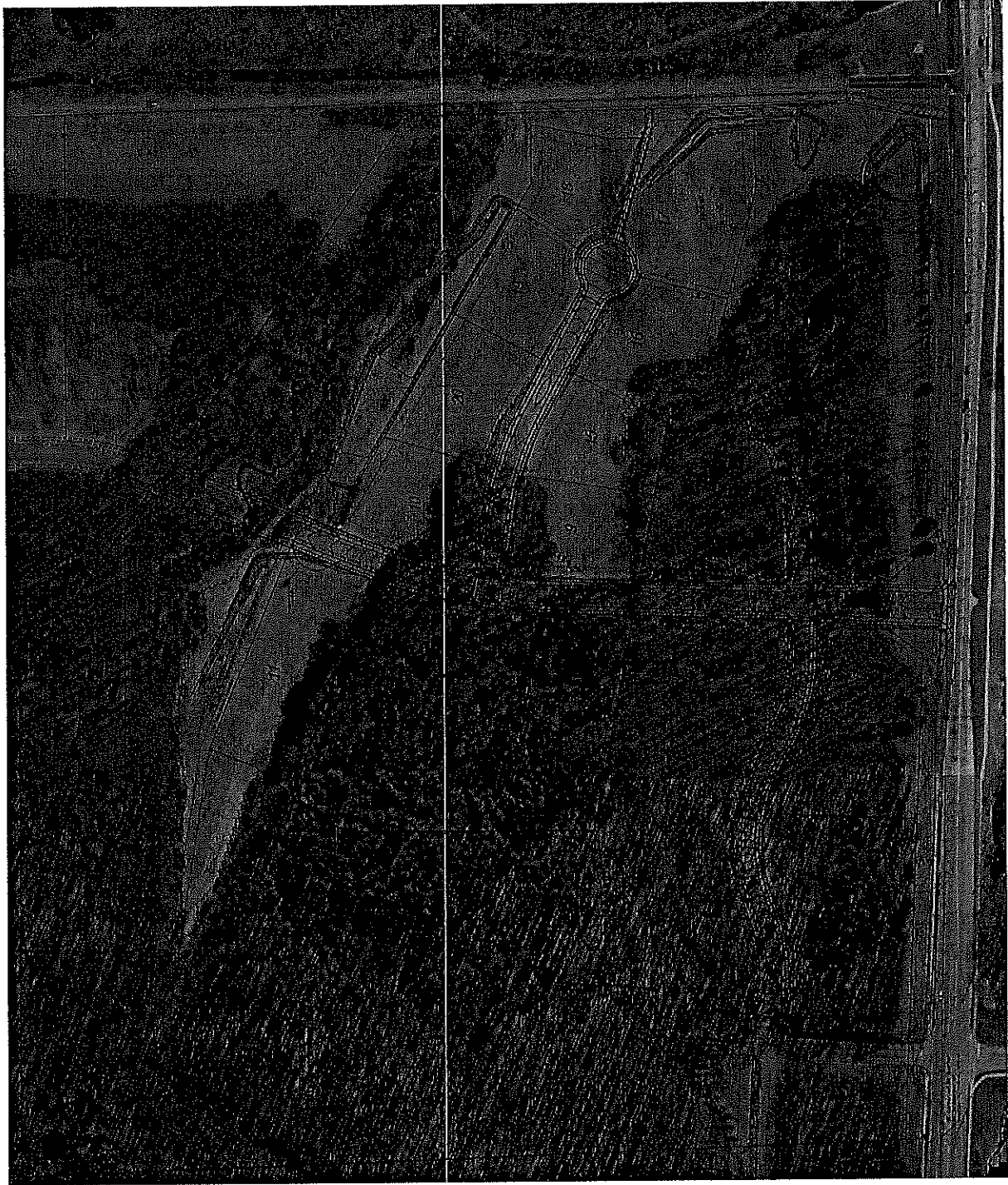
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18. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

19. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

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21. THE DEVELOPMENT SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

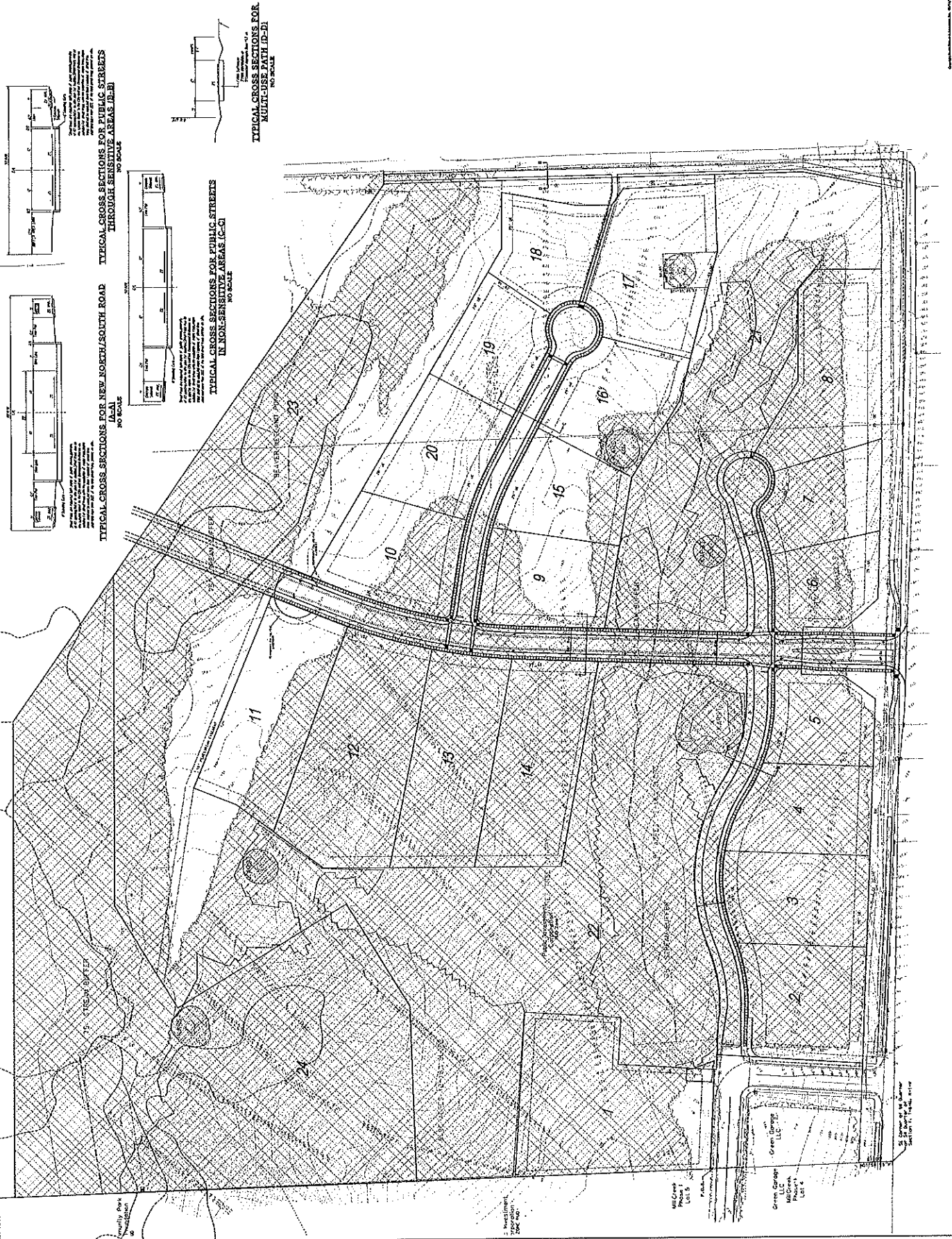


# EXHIBIT A - PROJECT DESCRIPTION

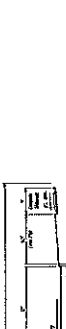
MILL CREEK  
PUD DEVELOPMENT PLAN

|    |      |
|----|------|
| BY | DATE |
|    |      |
|    |      |
|    |      |
|    |      |
|    |      |
|    |      |

South Park & Associates, Inc.  
 1111 Greenway Blvd., Suite 100  
 Denver, Colorado 80202  
 Phone: (303) 751-1111  
 Fax: (303) 751-1111  
 E-mail: info@southpark.com



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS  
 THROUGH SENSITIVE AREAS (B-B)  
 NO SCALE



TYPICAL CROSS SECTIONS FOR PUBLIC STREETS  
 IN NON-SENSITIVE AREAS (C-C)  
 NO SCALE



TYPICAL CROSS SECTIONS FOR  
 MULTI-USE PATH (D-D)  
 NO SCALE



TYPICAL CROSS SECTIONS FOR NEW NORTH/SOUTH ROAD  
 (A-A)  
 NO SCALE

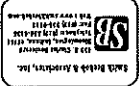
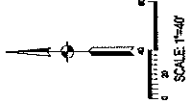


Green Creek  
 Mill Creek  
 PUD  
 2014





# EXHIBIT A - PROJECT DESCRIPTION



MILL CREEK PUD  
JOB TITLE

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |

DATE: 08/25/18  
SHEET: 4 of 24  
JOB NO: 1808000000

DATE: 08/25/18  
SHEET: 4 of 24  
JOB NO: 1808000000  
SHEET PLAN

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR WATERWAY CONSTRUCTION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR EROSION CONTROL CONSTRUCTION.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR ENVIRONMENTAL CONSTRUCTION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE CONSTRUCTION.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR PAVEMENT CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR STRUCTURAL CONSTRUCTION.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR ELECTRICAL CONSTRUCTION.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR MECHANICAL CONSTRUCTION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR PLUMBING CONSTRUCTION.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) CONSTRUCTION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR TELECOMMUNICATIONS CONSTRUCTION.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR FIRE PROTECTION CONSTRUCTION.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR SAFETY CONSTRUCTION.

**SITE LEGEND**

- 1. EXISTING PAVEMENT
- 2. EXISTING ASPHALT
- 3. EXISTING CONCRETE
- 4. EXISTING GRAVEL
- 5. EXISTING SAND
- 6. EXISTING SOIL
- 7. EXISTING ROCK
- 8. EXISTING VEGETATION
- 9. EXISTING WATER
- 10. EXISTING UTILITIES
- 11. EXISTING STRUCTURES
- 12. EXISTING FENCES
- 13. EXISTING SIGNAGE
- 14. EXISTING LIGHTING
- 15. EXISTING LANDSCAPE
- 16. EXISTING TREES
- 17. EXISTING SHRUBS
- 18. EXISTING HERBS
- 19. EXISTING MUSHROOMS
- 20. EXISTING BIRDS
- 21. EXISTING MAMMALS
- 22. EXISTING AMPHIBIANS
- 23. EXISTING REPTILES
- 24. EXISTING INSECTS
- 25. EXISTING PLANTS
- 26. EXISTING FUNGI
- 27. EXISTING BACTERIA
- 28. EXISTING VIRUSES
- 29. EXISTING PARASITES
- 30. EXISTING PATHOGENS

**MATERIALS LEGEND**

- 1. ASPHALT
- 2. CONCRETE
- 3. GRAVEL
- 4. SAND
- 5. SOIL
- 6. ROCK
- 7. VEGETATION
- 8. WATER
- 9. UTILITIES
- 10. STRUCTURES
- 11. FENCES
- 12. SIGNAGE
- 13. LIGHTING
- 14. LANDSCAPE
- 15. TREES
- 16. SHRUBS
- 17. HERBS
- 18. MUSHROOMS
- 19. BIRDS
- 20. MAMMALS
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- 22. REPTILES
- 23. INSECTS
- 24. PLANTS
- 25. FUNGI
- 26. BACTERIA
- 27. VIRUSES
- 28. PARASITES
- 29. PATHOGENS



POTENTIAL DESIGNATION (COUNTY OF BLOOMINGHURST) DEPARTMENT 24

Mark on

Point



# EXHIBIT A - PROJECT DESCRIPTION

**SITE LEGEND**

- 1. EXISTING ROAD
- 2. PROPOSED ROAD
- 3. EXISTING DRIVE
- 4. PROPOSED DRIVE
- 5. EXISTING SIDEWALK
- 6. PROPOSED SIDEWALK
- 7. EXISTING CURB
- 8. PROPOSED CURB
- 9. EXISTING UTILITY
- 10. PROPOSED UTILITY
- 11. EXISTING FENCE
- 12. PROPOSED FENCE
- 13. EXISTING EASEMENT
- 14. PROPOSED EASEMENT
- 15. EXISTING SETBACK
- 16. PROPOSED SETBACK
- 17. EXISTING PROPERTY LINE
- 18. PROPOSED PROPERTY LINE
- 19. EXISTING LOT
- 20. PROPOSED LOT

**GENERAL NOTES**

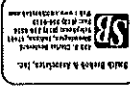
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MILL CREEK SPECIFICATIONS.
2. THE PROPOSED ROAD SHALL BE 20 FEET WIDE WITH 5 FEET SIDEWALKS ON BOTH SIDES.
3. THE PROPOSED DRIVE SHALL BE 10 FEET WIDE WITH 5 FEET SIDEWALKS ON BOTH SIDES.
4. THE PROPOSED SIDEWALKS SHALL BE 5 FEET WIDE.
5. THE PROPOSED CURBS SHALL BE 4 INCHES HIGH.
6. THE PROPOSED UTILITY SHALL BE 18 INCHES DIA. WITH 24 INCHES COVER.
7. THE PROPOSED FENCE SHALL BE 6 FEET HIGH WITH 4 INCHES RAILINGS.
8. THE PROPOSED EASEMENT SHALL BE 10 FEET WIDE.
9. THE PROPOSED SETBACK SHALL BE 10 FEET FROM THE PROPERTY LINE.
10. THE PROPOSED PROPERTY LINE SHALL BE AS SHOWN ON THIS PLAN.
11. THE PROPOSED LOT SHALL BE AS SHOWN ON THIS PLAN.

**SITE PLAN NOTES**

1. THE PROPOSED ROAD SHALL BE 20 FEET WIDE WITH 5 FEET SIDEWALKS ON BOTH SIDES.
2. THE PROPOSED DRIVE SHALL BE 10 FEET WIDE WITH 5 FEET SIDEWALKS ON BOTH SIDES.
3. THE PROPOSED SIDEWALKS SHALL BE 5 FEET WIDE.
4. THE PROPOSED CURBS SHALL BE 4 INCHES HIGH.
5. THE PROPOSED UTILITY SHALL BE 18 INCHES DIA. WITH 24 INCHES COVER.
6. THE PROPOSED FENCE SHALL BE 6 FEET HIGH WITH 4 INCHES RAILINGS.
7. THE PROPOSED EASEMENT SHALL BE 10 FEET WIDE.
8. THE PROPOSED SETBACK SHALL BE 10 FEET FROM THE PROPERTY LINE.
9. THE PROPOSED PROPERTY LINE SHALL BE AS SHOWN ON THIS PLAN.
10. THE PROPOSED LOT SHALL BE AS SHOWN ON THIS PLAN.

**MATERIALS LEGEND**

- 1. ASPHALT PAVEMENT
- 2. CONCRETE PAVEMENT
- 3. GRANULAR FILL
- 4. GRAVEL
- 5. SAND
- 6. CLAY
- 7. SILT
- 8. LOESS
- 9. SILTSTONE
- 10. SANDSTONE
- 11. LIMESTONE
- 12. GNEISS
- 13. GRANITE
- 14. QUARTZITE
- 15. SLATE
- 16. SCHIST
- 17. METAMORPHIC ROCK
- 18. SEDIMENTARY ROCK
- 19. IGNEOUS ROCK
- 20. METAL
- 21. NON-METAL

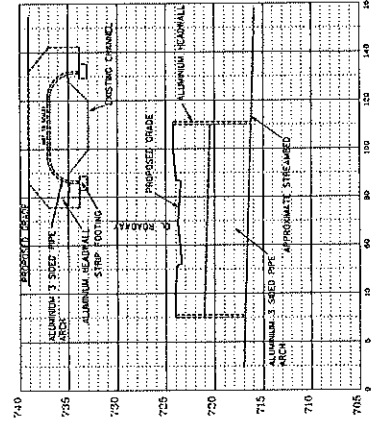
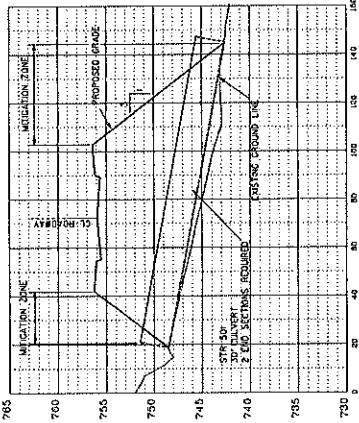
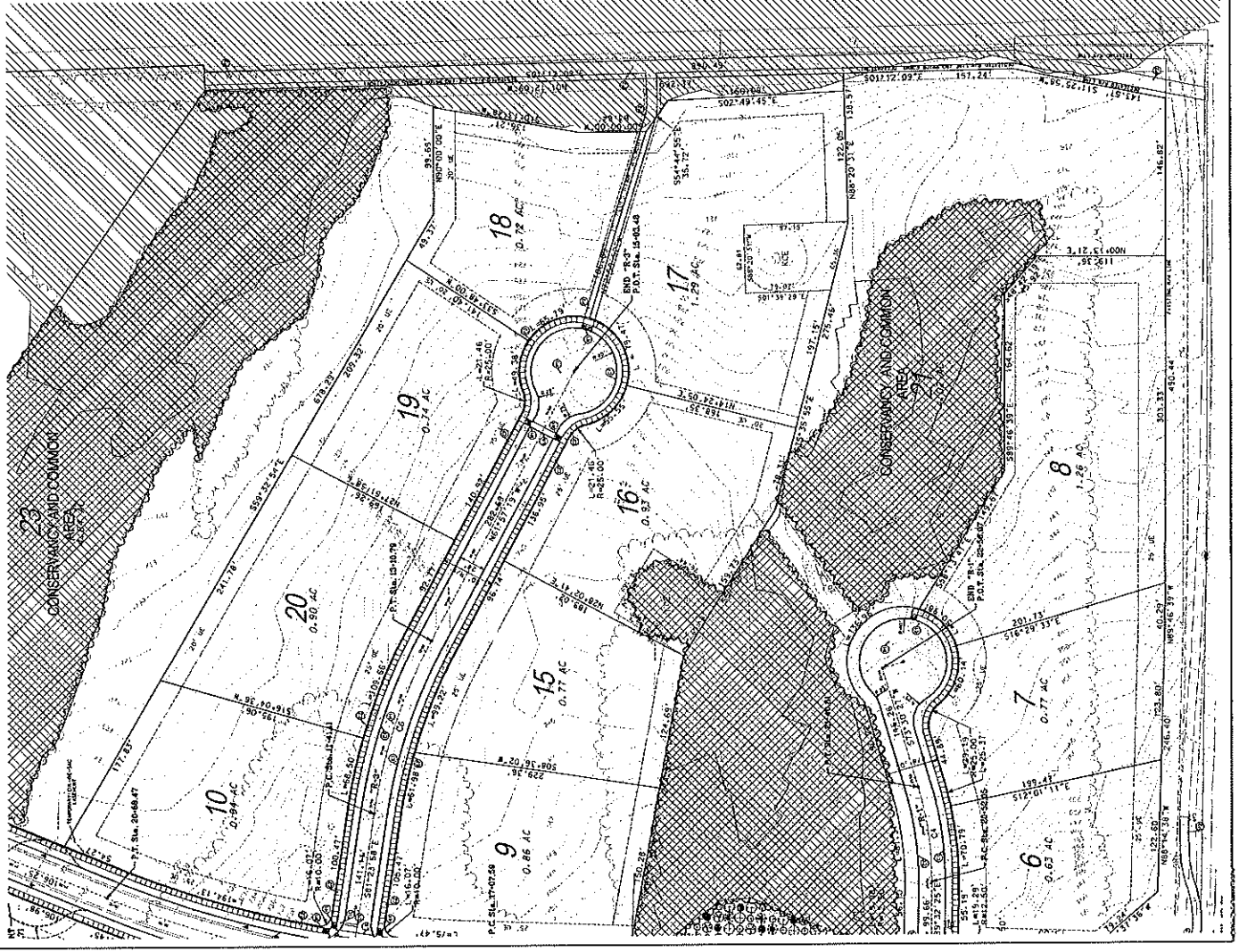


**MILL CREEK PUD**  
JOB TITLE

| REGION | BY DATE |
|--------|---------|
|        |         |
|        |         |
|        |         |
|        |         |

DATE: 08/25/18  
SCALE: 1"=40'

SHEET 5 OF 24  
SHEET PLAN

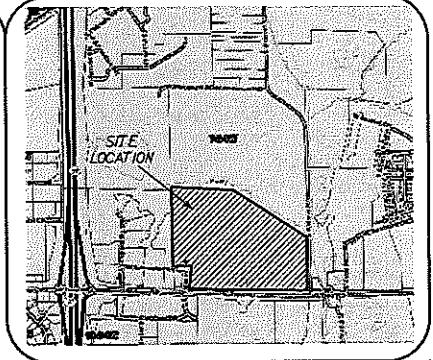


**GENERAL NOTES**

1. All corners to be marked with 5/8" x 2' rebar with yellow SBA cap.
2. Front yard setback is 25', side yard setback is 10', rear yard setback is 20'.
3. All lots are Zoned PUU.

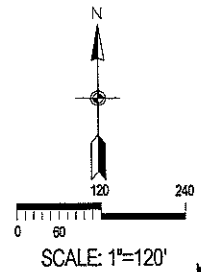
**MONUMENT LEGEND**

- STONE MONUMENT
- STONE WITH X
- CONCRETE MONUMENT
- 1/2" REBAR W/PLASTIC CAP SET
- REBAR FOUND
- IRON ROD FOUND
- FENCE POST FOUND
- RAILROAD SPIKE FOUND
- PK NAIL
- GPS MONUMENT
- HIGHWAY BUX
- EASEMENT LINE



**LOCATION MAP**  
No Scale

| LOT# | ADDRESS                  |
|------|--------------------------|
| 1    | XXX W. SCHMALZ DRIVE     |
| 2    | XXX W. SCHMALZ DRIVE     |
| 3    | XXX W. SCHMALZ DRIVE     |
| 4    | XXX W. SCHMALZ DRIVE     |
| 5    | XXX W. SCHMALZ DRIVE     |
| 6    | XXX W. SCHMALZ DRIVE     |
| 7    | XXX W. SCHMALZ DRIVE     |
| 8    | XXX W. SCHMALZ DRIVE     |
| 9    | XXX W. BEAVERCREEK DRIVE |
| 10   | XXX W. BEAVERCREEK DRIVE |
| 11   | XXX W. NEW ROAD          |
| 12   | XXX W. NEW ROAD          |
| 13   | XXX W. NEW ROAD          |
| 14   | XXX W. NEW ROAD          |
| 15   | XXX W. BEAVERCREEK DRIVE |
| 16   | XXX W. BEAVERCREEK DRIVE |
| 17   | XXX W. BEAVERCREEK DRIVE |
| 18   | XXX W. BEAVERCREEK DRIVE |
| 19   | XXX W. BEAVERCREEK DRIVE |
| 20   | XXX W. BEAVERCREEK DRIVE |



| CURVE | CURVE   |         | CHORD            |         |
|-------|---------|---------|------------------|---------|
|       | RADIUS  | LENGTH  | DIRECTION        | LENGTH  |
| C1    | 300.00  | 18.55'  | N. 81° 21' 26" E | 18.26'  |
| C2    | 300.00  | 274.31' | S. 83° 48' 52" E | 264.85' |
| C3    | 300.00  | 167.40' | S. 73° 33' 17" E | 165.24' |
| C4    | 300.00  | 88.76'  | N. 81° 58' 01" E | 88.44'  |
| C5    | 1000.00 | 350.85' | S. 12° 06' 18" W | 349.07' |
| C6    | 500.00  | 169.68' | N. 77° 40' 38" W | 168.81' |

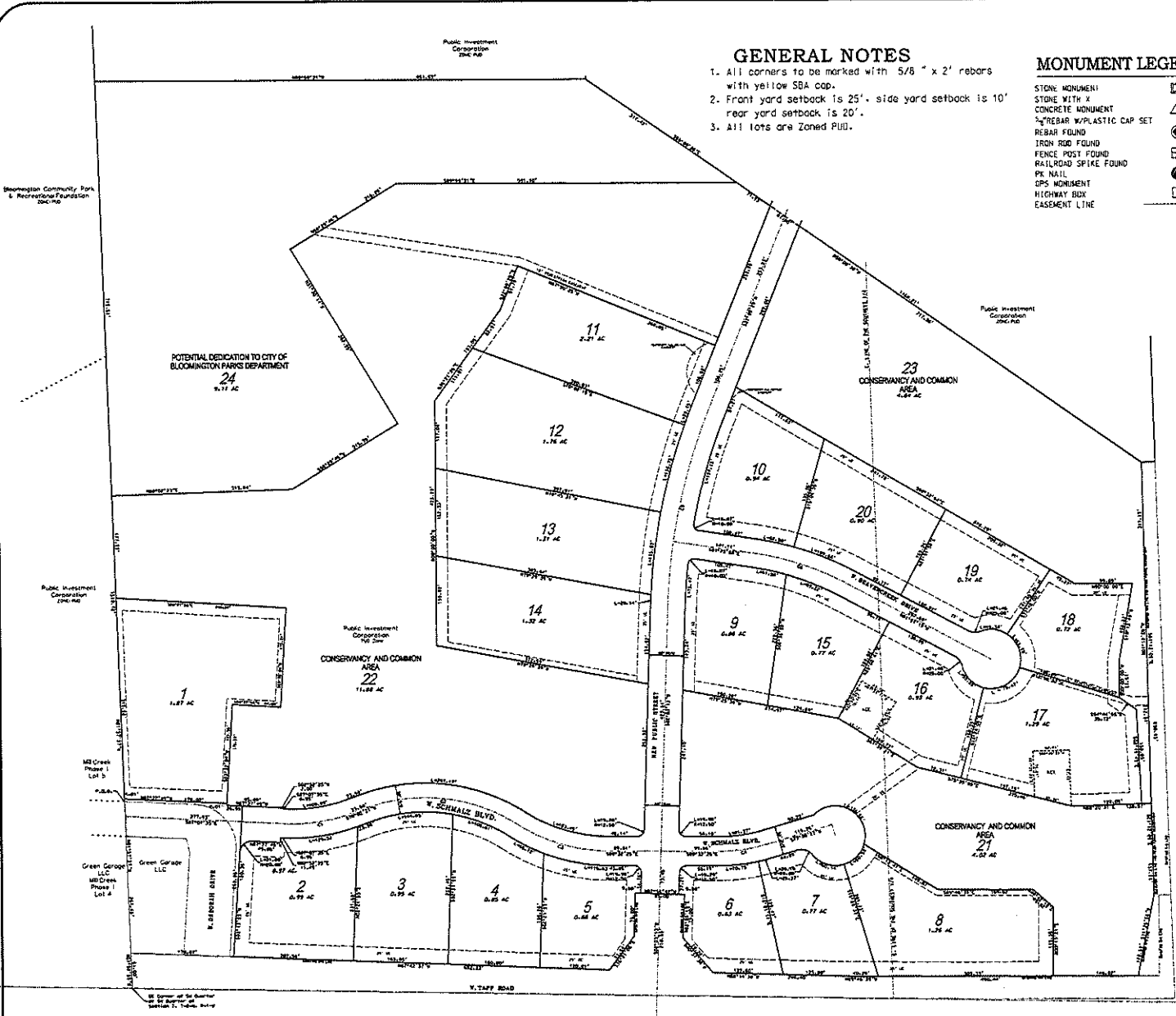


EXHIBIT A - PROJECT DESCRIPTION

**MILL CREEK SUBDIVISION PHASE 2 FINAL PLAT**

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

JOB NO. 5449  
PAGE 1 OF 2



EASEMENT LEGEND

- Korst Conservancy Easement (KCE)**
- (A) Prohibits any land-disturbing activities, including the placement of a fence, within the easement area. Mowing is allowed within the easement area.
  - (B) Allows the removal of dead or diseased trees that pose a risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
  - (C) Grants the City the right to enter the property to inspect the easement and alter or repair the korst feature.
  - (D) All Korst Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
  - (E) Any use of pesticides, herbicides, or fertilizers is prohibited within the easement area.
  - (F) Allowed, in cases where removal of exotic invasive species is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.
- Conservancy Easement**
- (A) Prohibits any land-disturbing activities including the placement of a fence, or alteration of any vegetative cover, including mowing, within the easement.
  - (B) Allows the removal of dead or diseased trees that pose a safety risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
  - (C) All Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
  - (D) Allowed, in cases where removal of exotic invasive species is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.
- Pedestrian Easement**
- (A) Grants the general public the right to access the pedestrian easement for purposes of walking, running, bicycling, skating, or utilizing certain classes of nonmotorized vehicles.
  - (B) Grants the city the right to construct, alter, repair, maintain, or remove improvements within the easement area.
  - (C) Prohibits the placement of any obstruction within the pedestrian easement.
  - (D) Signs shall not be located within pedestrian easements unless the sign is a public sign authorized by Section 20.05.079(F11) or is further authorized by the city.
- Utility Easement**
- (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.
  - (B) Prohibits the placement of any unauthorized obstruction within the easement area.
  - (C) Signs shall not be located within utility easements unless the sign is a public sign authorized by Section 20.05.019(F11) or is further authorized by the city.

LEGAL DESCRIPTION

A part of the Southeast quarter of the Southwest quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of said Section 7, thence North 01 degrees 58 minutes 55 seconds West 61.00 feet to the North right-of-way line of West Tapp Road, thence North 01 degrees 57 minutes 37 seconds West 261.48 feet to the Southeast corner of Lot 5 of Mill Creek Phase I Subdivision as shown on the Final Plat thereof in Plat Cabinet D Envelope 21 in the Office of the Recorder of Monroe County, Indiana, said point being the Point of Beginning; thence North 01 degrees 57 minutes 37 seconds West 1510.46 feet; thence South 89 degrees 59 minutes 21 seconds East 851.53 feet; thence South 55 degrees 09 minutes 38 seconds East 1168.22 feet; thence South 01 degrees 12 minutes 09 seconds East 749.61 feet to the North right-of-way line of West Tapp Road; thence on and along said North right-of-way line the following B calls:

- 1) North 89 degrees 46 minutes 39 seconds West 490.44 feet, thence
- 2) North 88 degrees 14 minutes 38 seconds West 246.40 feet, thence
- 3) North 40 degrees 37 minutes 36 seconds West 79.24 feet, thence
- 4) North 02 degrees 03 minutes 13 seconds East 75.00 feet, thence
- 5) North 87 degrees 56 minutes 47 seconds West 85.00 feet, thence
- 6) South 02 degrees 03 minutes 13 seconds West 75.00 feet, thence
- 7) South 36 degrees 21 minutes 08 seconds West 71.64 feet, thence
- 8) North 87 degrees 42 minutes 37 seconds West 830.89 feet

To the Point of Beginning, containing 54.41 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief. Certified this 14th day of \_\_\_\_\_, 2018.

-----  
Todd M. Borgman  
Registered Land Surveyor No. LS-----  
State of Indiana  
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law.  
Todd M. Borgman

DEDICATION

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions. Recorded on \_\_\_\_\_ as Instrument Numbers \_\_\_\_\_ and \_\_\_\_\_ in the office of the Recorder of Monroe County, Indiana.

The undersigned, Public Investment Corporation, an Indiana corporation, by Theodore J. Ferguson, President and George A. Yost, Secretary, being the owners of the above described real estate do hereby layoff and subdivide the same into lots and streets in accordance with this plat.

IN WITNESS WHEREOF, Public Investment Corporation, an Indiana Corporation, by Theodore J. Ferguson, President and George A. Yost, Secretary have hereunto executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Theodore J. Ferguson, President  
Public Investment Corporation

George A. Yost, Secretary  
Public Investment Corporation

STATE OF INDIANA )  
COUNTY OF MONROE )

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Theodore J. Ferguson, personally known to me to be the President of Public Investment Corporation, and George A. Yost, personally known to me to be the Secretary of Public Investment Corporation, and being the owners of the described real estate and who acknowledged the execution of the foregoing plat for the Real Estate Mill Creek Subdivision Phase 2 as their voluntary act and deed for the use and purposes therein expressed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: -----

\_\_\_\_\_  
NOTARY PUBLIC  
a resident of Monroe County

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

-----

President.

Member.

Member.

Approved by the City Plan Commission at a meeting held:

-----

Theresa Porter, Director of Planning and Transportation

Joseph Hoffman, President of Plan Commission

EXHIBIT A - PROJECT DESCRIPTION 25



**EXHIBIT B**

**CERTIFICATE OF COMPLETION**

The undersigned hereby certifies to the City of Bloomington, Indiana by and through the Bloomington Redevelopment Commission ("Redevelopment Commission") that Public Investment Corporation ("Developer"), has substantially completed Phase One of the Project, as defined in that certain Project Agreement by and between the Redevelopment Commission and Developer, dated and effective as of \_\_\_\_\_ as the same may be amended from time to time (the "Project Agreement") and has fully satisfied Developer's obligations to commence and complete construction of the Project.

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: Director of Planning and Transportation

**PUBLIC INVESTMENT  
CORPORATION**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**PROJECT MILESTONE SCHEDULE**

**Phase One – One Year – Completion estimated for end of 2019.  
North side of Tapp to North side of Schmalz**

**Phase Two – Final plat recorded within 3 years after recording of Phase 1  
Final Plat (Estimated 2022)  
North side of Schmalz to Beaver Pond**

**Phase Three – Final Plat Recorded within 3 years after recording of Phase 2  
Final Plat (Estimated 2025)  
Beaver Pond to North edge of Phase Three**

# EXHIBIT C (continued)

## MILL CREEK AND DEVELOPMENT PLAN



| CONSTRUCTION PHASE | CONSTRUCTION PERIOD | ACREAGE | ESTIMATED COST | ESTIMATED REVENUE |
|--------------------|---------------------|---------|----------------|-------------------|
| PHASE 1            | 12/2013 - 12/2014   | 1.2     | \$1,000,000    | \$2,500,000       |
| PHASE 2            | 12/2014 - 12/2015   | 1.2     | \$1,000,000    | \$2,500,000       |
| PHASE 3            | 12/2015 - 12/2016   | 1.2     | \$1,000,000    | \$2,500,000       |

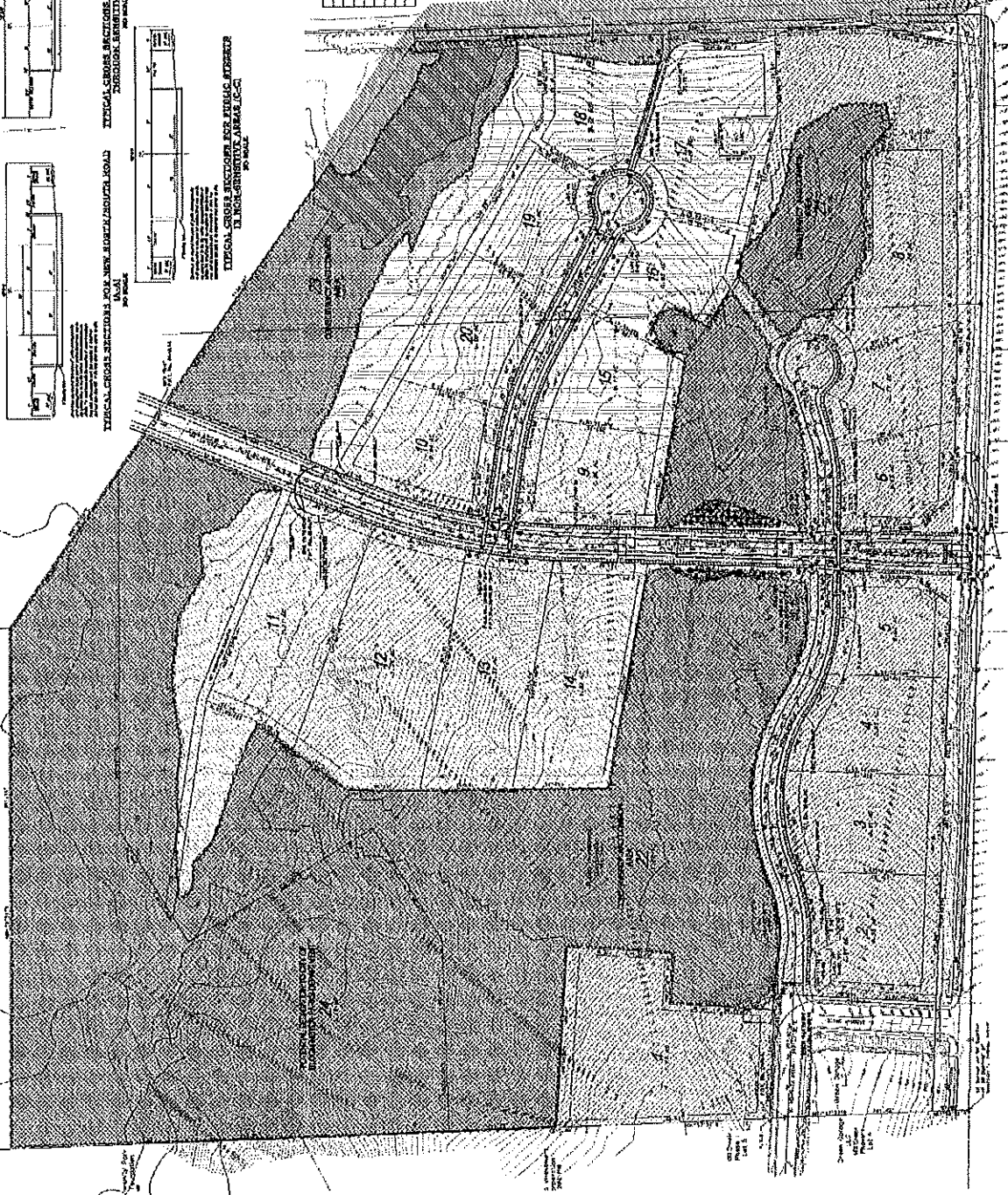
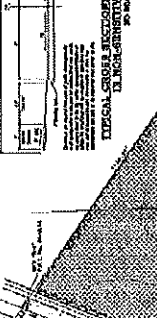
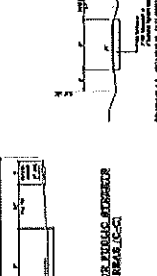
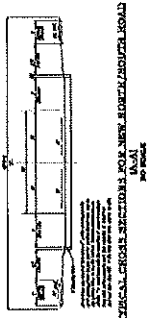
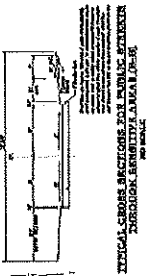
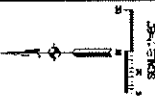
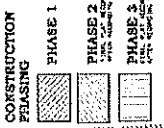


EXHIBIT C

18-35  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF AGREEMENT FOR THE CONSTRUCTION OF A ROAD AS PART OF THE  
PUBLIC INVESTMENT CORPORATION DEVELOPEMNT AT 2700 W. TAPP ROAD**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, on May 7, 2018, the RDC approved the Project Review & Approval Form (“Form”) in Resolution 18-28 for an agreement to fund the construction of a road that will eventually become the relocation of Weimer Road within the Public Investment Corporation (“PIC”) development at 2700 W. Tapp Road (the “Project”); and
- WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A; and
- WHEREAS, the PIC property is part of the Mill Creek Planned Unit Development (PUD-40-87) and within the Consolidated TIF district (Tapp Road Area); and
- WHEREAS, in cooperation with PIC, the City will contribute \$250,000 for the construction of the new section of road; and
- WHEREAS, in exchange for the RDC’s contribution for building this new section of road within the PIC development, shown in Exhibit B, PIC has agreed to design the road so that it may be eventually extended and connected with Weimer Road to the north, and PIC will convey wooded property to the northwest for inclusion in Wapehani Mountain Bike Park; and
- WHEREAS, staff has negotiated a draft of the Project Agreement for the design and funding of the new portion of road, included as Exhibit C; and
- WHEREAS, it is in the public interest that the project be undertaken and performed; and
- WHEREAS, Resolution 18-28 identified the Consolidated TIF (Tapp Road Area) as the source of funds for this project;



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

1. The RDC reaffirms its support of the Project and finds that the Project has a valid public purpose.
2. The RDC finds that the expenditure described above is an appropriate use of TIF Funds.
3. The RDC authorizes Staff and the RDC President to complete negotiations of the Project Agreement in substantial compliance with the draft Project Agreement that has been attached to this Resolution as Exhibit C. The RDC recognizes that some changes will be made to the Project Agreement between now and when the Project Agreement is completed.
4. The RDC hereby approves payment of an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) to be payable in accordance with the terms of the Agreement. This funding approval shall expire on December 31, 2020. This approval is contingent on finalization of the agreement with Public Investment Corporation.
5. RDC hereby authorizes RDC President Donald Griffin to sign the Agreement when it is finalized.

BLOOMINGTON REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Donald Griffin, President

ATTEST:

  
\_\_\_\_\_  
Mary Alice Rickert, Secretary

5-21-18  
\_\_\_\_\_  
Date

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** PIC Tech Park – Road Construction

**Project Manager:** Andrew Cibor and Eric Greulich, Planning and Transportation  
Theodore Ferguson, Public Interest Corporation

**Project Description:** This is a project to build a road that will service the development owned by Public Investment Corporation (PIC) on the Northwest corner of Tapp Road and Weimer Road (2700 W. Tapp Road). The City has agreed to share the cost of building the road on two conditions: (1) that the road be constructed so that it may eventually be extended and connect with Weimer Road to the North as part of the Weimer Road relocation; and (2) that PIC convey forested land in the northwestern portion of the parcel for an addition to the existing Wapahani Park.

The City has pledged to give \$250,000 to PIC to be used for the construction of the road.

**Project Timeline:**

Planning and Design:

Start Date: May 2018  
End Date: July 2018 2018

Construction:

Start Date: Late Summer-Fall of 2018  
End Date: 2019

**Financial Information:**

|                                 |                  |
|---------------------------------|------------------|
| Estimated full cost of project: | \$250,000        |
| Sources of funds:               | Consolidated TIF |

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

| Step | Description         | RDC Cost  | Timeline        |
|------|---------------------|-----------|-----------------|
| 1.   | Planning and Design | \$250,000 | May – June 2018 |
| 2.   | Construction        |           | 2018-2019       |

**TIF District:** Consolidated TIF (Tapp Road Area)

**Resolution History:** None to date

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

EXHIBIT D

**ADDENDUM TO AGREEMENT**  
**between the**  
**CITY OF BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**  
**and**  
**PUBLIC INVESTMENT CORPORATION**

This Addendum (“Addendum”) amends the Project Agreement executed on November 18, 2019 (the “Agreement”) between the City of Bloomington by and through its Redevelopment Commission (the “RDC”) and Public Investment Corporation., an Indiana corporation (“PIC”) and is entered into and made effective as of the date of the last signature below, as follows:

1. Section 7.14 of the Agreement provides that the parties could modify the agreement by a signed, written agreement.
2. The expiration date of the Agreement shall be extended to December 31, 2023 for the sole purpose of the RDC authorizing the \$250,000.00 payment to be made to PIC.
3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

**REDEVELOPMENT COMMISSION**

**PUBLIC INVESTMENT CORPORATION**

\_\_\_\_\_  
Cindy Kinnarney, President                      Date

\_\_\_\_\_  
Signature    Date

ATTEST:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Deborah Myerson, Secretary                      Date

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Beth Cate, Corporation Counsel                      Date