

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

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Join Zoom Meeting

<https://bloomington.zoom.us/j/85810933548?pwd=fYwicmamYyGaY8oKDbV5liYZx6XEEQ.1>

Meeting ID: 858 1093 3548

Passcode: 616447

- I. ROLL CALL**
- II. READING OF THE MINUTES** –March 4, 2024 and Executive Summary for March 4, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – March 15, 2024 for \$588,728.32
- IV. EXAMINATION OF PAYROLL REGISTERS** March 8, 2024 for \$35,359.13
- 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 24-28: Approval of Letter of Intent for Redevelopment Commission Property Located within the Trades District
 - B. Resolution 24-29: Addendum to Contract for Landscape Maintenance with Nature’s Way
 - C. Resolution 24-30: Approval of Duke Easement in Trades District
- 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, March 4, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deb Hutton presiding:

<https://catstv.net/m.php?q=13320>

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, Randy Cassady, Deb Hutton, Deborah Myerson, and John West attended in person.

Commissioners Absent: None

City Staff Present: Kerry Thomson, Mayor; Larry Allen, City Attorney, Legal Dept.; Anna Hanson, Interim Director, HAND; Christina Finley, Financial Specialist, HAND; Matt Swinney, Program Manager, HAND; Jane Kupersmith, Director, ESD

Others Present: Dave Askins, B Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation; Deb Kunce, J.S. Held; Lucas Gonzalez, Ben Fulton; Dave Huber; Sam Dove

II. READING OF THE MINUTES – A typo was corrected before the meeting and the corrected version was emailed to the commissioners. Sue Sgambelluri moved to approve the March 4, 2024 minutes as corrected. John West seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – Randy Cassady moved to approve the claim register for March 1, 2024, for \$160,686.67. Deborah Myerson seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for February 23, 2024, for \$35,324.18. John West seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Hanson was available to answer questions.

B. Legal Report: Larry Allen stated that Resolution 27-27, a right of entry for access to the Fourth Street Garage storefront, needs to be added to tonight's agenda.

C. Treasurer's Report: Larry Allen was available to answer questions.

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

E. Hopewell Update: Deb Kunce reported active demolition in Hopewell just south of First Street. Staff solicited bids for repairs to the building at 714 S. Rogers Street. Kunce said 615 West 1st Street is currently going through the demolition hold process through the Historic Preservation Commission (HPC). Additionally, the Kohr development team is in the design phase for the affordable housing development.

The Mayor has assembled a new Hopewell advisory group. The advisory group will give advice and counsel on when and how to advance and redevelop parcels in Hopewell.

Kunce and staff answered questions from the commissioners.

Dave Huber asked to make a public comment. He stated that over the weekend 103 residents signed a petition for a more walkable, bikable, and less car-centric Hopewell. Larry Allen asked Mr. Huber to send him the petition and he would forward it to all of the commissioners.

- F. Update on Trades District Agreement:** John Fernandez gave an update on the Trades District agreement. Fernandez answered questions from the commissioners. The presentation slides are attached to the minutes.

VI. NEW BUSINESS

- A. Resolution 24-24: Approval of Amendment to Centerstone Funding Agreement for Repair/Replacement of Fire Sprinkler System.** The RDC approved a Community Development Block Grant (CDBG) agreement with Centerstone in Resolution 23-101. Matt Swinney explained that the project's original scope of work for the fire sprinkler repair to the 645 S. Rogers Street property was intended to be limited to repairing/replacing the second-floor sprinkler, although Resolution 23-101 did not expressly limit the scope to the second floor. The original funding amount of \$183,782.10 was insufficient to repair/replace the sprinkler system on additional levels. Now, Centerstone has been awarded 2024 CDBG funds for an additional \$200,000 to repair/replace the first-floor and basement-level fire sprinkler system. Staff would like to amend the original agreement to include the 2024 award for an overall amount not to exceed \$383,782.10.

Staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-24. Deborah Myerson seconded the motion. The motion passed unanimously.

- B. Resolution 24-25: Approval of Contract with VET Environmental to Remediate Water Intrusion at 714 S. Rogers Street.** Anna Hanson stated that the building at 714 South Rogers Street has had water intrusion issues twice, and staff is concerned that the approaching warm weather will cause mold growth. Also, the elevator shaft in the building flooded and hydraulic fluid needs to be cleaned up. Hanson explained that this is a temporary fix, but the RDC will not be able to renovate the building easily in the future if it does not fix the water damage and security issues.

Staff answered questions from the commissioners.

Deb Hutton asked for public comment. A member of the public asked the Commission if budget for security and lighting for this building was included in the Amended Project Review and Approval Form. Larry Allen stated that they are separate line items in the form because security includes the entire Hopewell site, not just 714 S. Rogers.

John West moved to approve Resolution 24-25. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- C. Resolution 24-26: Approval of Repairs to the Kohr Administration Building in Hopewell.** Larry Allen stated to preserve the Kohr Building for redevelopment, which the City anticipates beginning in the summer of 2024, it is necessary to repair downspouts and portions of the roof to prevent water damage to the building. B&L Sheet Metal and Roofing was the most responsive and responsible bidder for the project. Staff have negotiated an agreement with B&L Sheet Metal and Roofing to perform the services for an amount not to exceed \$7,450.

Deb Kunce and the staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 24-27. Deborah Myerson seconded the motion. The motion passed unanimously.

D. Resolution 24-27: Right of Entry for Access to the Fourth Street Garage for Artists Emily Zarse and Huner Emin. Jane Kupersmith stated that the City of Bloomington has launched a program to support local artists by providing them space within downtown storefronts and offices. Beginning on March 5, 2024, through May 31, 2024, the City’s Arts Director Holly Warren would like to allow two artists, Emily Zarse and Huner Emin, an opportunity to use the empty storefront in the RDC property to prepare for upcoming major exhibits of their art. To use the space, the artist requires the RDC to grant them a right of entry and release of liability to enter and use the RDC property.

Staff answered questions from the commissioners.

John West requested the artists obtain liability insurance and return the space to its original condition.

Randy Cassady moved to approve Resolution 24-27 with the amendment that the artists obtain liability insurance and return the space to its original condition. John West seconded the motion. The motion passed unanimously.

E. BUSINESS/GENERAL DISCUSSION

XI. ADJOURNMENT – John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:05.

Deborah Hutton, President

Sue Sgambelluri, Secretary

Date: _____

TRADES DISTRICT

INDIANA'S DESTINATION FOR **INNOVATION.**

Annual Report to the Bloomington Redevelopment Commission

March 4, 2024

The Bloomington Trades District: Fostering Innovation & Economic Growth

The Trades District is a transformative urban redevelopment project located in the heart of Bloomington, Indiana. This 12-acre development, representing the city's vision for a dynamic, innovative, and sustainable mixed-use district that encourages economic development, creativity and collaboration.

Key Components

- **Innovation Hub:** The Trades District is designed to be a hub for innovation, technology, and entrepreneurship. It offers state-of-the-art office spaces, co-working facilities, and resources to support startups, tech companies, and creative industries.
- **Arts and Culture:** Emphasizing the importance of arts and culture, the district features proximity to galleries, studios, and performance spaces. It fosters a vibrant creative community and encourages the fusion of technology and the arts.
- **Sustainability:** The Trades District is committed to sustainability and green initiatives. Sustainable building practices, green spaces, and environmentally conscious design principles are integrated into the district's development.
- **Live-Work-Play Environment:** The district aims to create a live-work-play environment, with a range of housing options, restaurants, shops, and recreational spaces to attract a diverse community of residents and workers.

The 'Sweet Spot'

THE HEART OF THE SCI-TECH CORRIDOR

The Trades District sits at the heart of an 84-mile "Sci-Tech Corridor" packed with resources.

The innovation resources that lie along this corridor are formidable, and the Trades District is parked in the perfect spot. We're outside the traffic snarl of Indianapolis . . . just down the street from the Big Red Supercomputer and the Indiana University Luddy School of Informatics, Computing, and Engineering . . . and just a short drive from the world's third-largest naval base.



Vision for Economic Growth

The Trades District is poised to become a significant economic driver for Bloomington and the surrounding region. It provides an ecosystem that supports the growth of local businesses, attracts new companies, and encourages collaboration between academia, industry, and entrepreneurs.



Trades District 2023 Highlights

- The Mill entered into Trades District Partnership Agreement to lead 'tech center' construction project and district redevelopment initiatives.
- Launched Trades District website.
- Contracted with Weddle Bros for construction management services.
- Established Trades District Advisory Board.
- Published Notice of Offering July 2023 for Trades District parcels.
- Secured \$7.1m from to City to fund the new building construction.
- Coordinated public bidding for 'tech center' construction.
- Broke ground on new building in October.
- Refreshed Trades District branding and rebranded the tech center; the new name is The Forge.



Trades District Development Opportunities

1 2 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/housing

2 2 ACRES, AVAILABLE FOR SALE OR LEASE

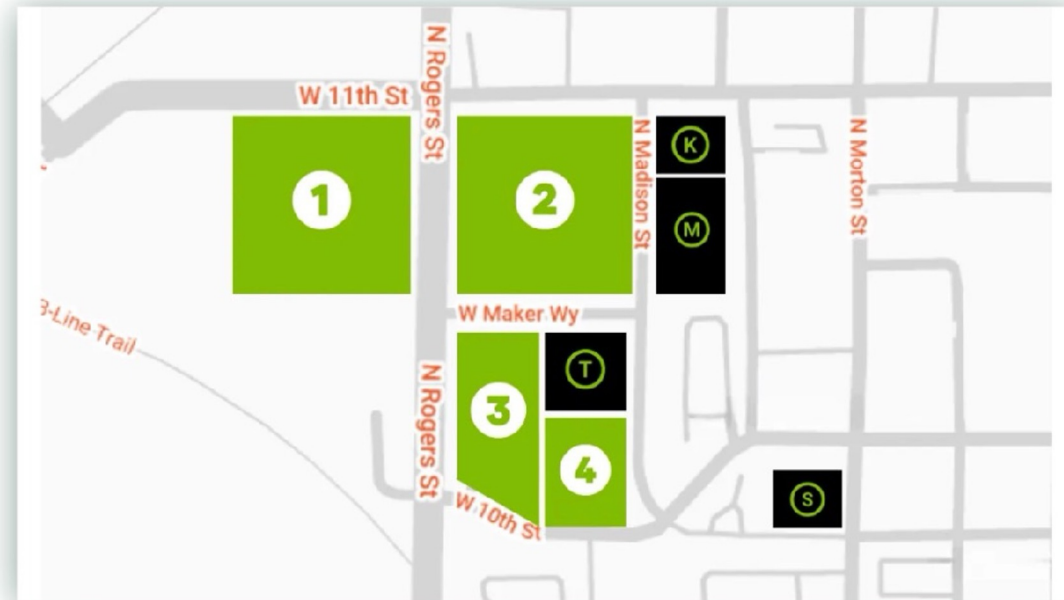
Target uses: mixed-use/employment

3 .86 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/employment

4 .5 ACRES, AVAILABLE FOR SALE OR LEASE

Target uses: mixed-use/employment



THE KILN

Modern office space for tech startup. Renovation in progress.



THE MILL

Award-winning center for entrepreneurship and chic coworking space founded in 2018.



THE FORGE

A \$12.8 million center for innovation will open in early 2025.



SHOWERS ADMINISTRATION

18,000 SF office renovation completed in late 2023.

Trades District development concept



TRADES DISTRICT KEY

- 1 Office
- 2 Office with Commercial Amenities
- 3 Office/Retail with Residential Above
- 4 Residential (Townhomes)
- 5 Retail/Restaurant
- 6 Boutique Hotel
- 7 New Parking Structure
- 8 Rogers Street Cycle Track
- 9 Plaza/Courtyard
- 10 Public Art Installation
- 11 Winwood Development (Workforce Housing)
- 12 Buckingham Development (Residential)
- 13 The Mill (Existing)
- 14 The Forge (Under Construction)
- 15 Showers Kiln Building (Existing Office)
- 16 Showers Admin. Building (Existing Office)
- 17 B-Line Heights Apartments (Existing)
- 18 Trades District Parking Garage (Existing)

Trades District Pipeline

- Development opportunities
 - Boutique hotel (lot 3) – evaluating 3 proposals
 - Mixed-use workforce housing (lot 1) – proposal under review
- Trades District Garage commercial lease in final review

THE FORGE

AT TRADES DISTRICT

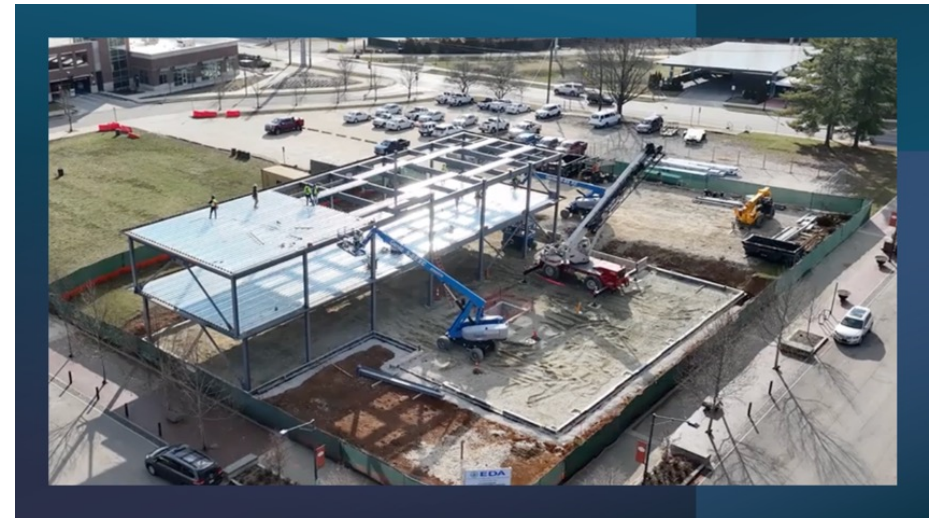
The Forge represents a major new investment in our regional innovation ecosystem. Together, with the transformational CHIPs-related investments at NSWC Crane Westgate and IU's renewed focus on taking a leading role in driving regional economic development, the Trades District is poised to become a dynamic hub for collaboration and acceleration of our regional innovation clusters.



- 22,000 SF – Class A office building
- New construction
- Multi-tenant
- Available for tenants January 1, 2025

Construction Update

- Construction bids approved by RDC in September 2023
- Weddle Brothers acting as the City's construction manager
- Local firms won competitive construction bids including Building Associates, E&B Paving, HFI, Multicraft Fire & Woods Electrical Contractors
- Broke ground October 2023
- Anticipated completion date October 31, 2024



Marketing Channels

LoopNet™

The Forge | 617 Madison St
618 - 4,281 SF of 4-Star Office Space Available in Bloomington, IN 47404

Office Space / Indiana / Bloomington / 617 Madison St, Bloomington, IN 47404

[Call](#) [Message](#)

TRADES DISTRICT SITES TECH CENTER NOTICE OF OFFERING CONTACT

THE SWEET SPOT OF OPPORTUNITY
Sitting at the heart of the Sci-Tech corridor that runs from Crane to Indianapolis, the Trades District offers rare, shovel-ready, blank-slate real estate in downtown Bloomington.

[LEARN MORE](#)

TRADES DISTRICT **THE FORGE**

AVAILABLE JANUARY 2025
617 N. MADISON ST

PROPERTY DETAILS		UNITS AVAILABLE	
Property Type	Office	3rd Floor	2nd Floor
Year Building Size	22,000 SF	Flexbox Suites	Flexbox Suites
Building Class	A	618 - 4281 SF	2251 - 7878 SF
Year Built	2024		
Zoning	MixUse		
			Mixed Use MS-CT

HIGHLIGHTS

- Walkable distance to Indiana University
- Located in downtown Bloomington and its robust culture, dining and entertainment offerings
- On the "B-Line", Bloomington's 3.5-mile bike-pedestrian corridor providing easy commuting alternatives
- Located in National Opportunity Zone and Indiana Certified Tech Park

FOR MORE INFORMATION CONTACT:
Jill Johnson, Senior Vice President, Investor & Strategic Partnerships | jilljohn@tradedistrict.org | 317.332.4324

TRADES DISTRICT

Located in Bloomington's downtown certified tech park, the Trades District is a 52-acre development ideally located for innovation-focused companies. The Trades District sits at the heart of an 84-mile I93 "Sci-Tech Corridor" and is just minutes from downtown Bloomington, International Airport, Indiana's Capital city, and a short drive to NSWC Crane.

HIGHLIGHTS

- Walkable distance to Indiana University
- Located in downtown Bloomington and its robust culture, dining and entertainment offerings
- On the "B-Line", Bloomington's 3.5-mile bike-pedestrian corridor providing easy commuting alternatives
- Located in National Opportunity Zone and Indiana Certified Tech Park

AVAILABLE SITES

- 1 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/housing
- 2 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment
- 3 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment
- 4 ACRES, AVAILABLE FOR SALE OR LEASE**
Target uses: mixed-use/employment

FOR MORE INFORMATION CONTACT:
Jill Johnson, Senior Vice President, Investor & Strategic Partnerships | jilljohn@tradedistrict.org | 317.332.4324

The Forge Pipeline

- 12,577 total rentable square footage
- 50% lease up goal for 2025 (6288 SF)
- Current sales pipeline
 - 3 defense tech prospects – 8000 SF
 - 1 venture investment org. – 1000 SF
- Actively pursuing additional grant funding to offset City's investment

Pending Action Items

1. City of Bloomington
 - Tech Center (The Forge) facilities management agreement
 - Repeal of Covenants, Conditions and Restrictions
 - Trades District Garage Commercial Lease
2. US Economic Development Administration
 - Approval of Tech Center 'model lease'
3. Grant applications in progress
 - Tenant improvement / leasing incentives
 - Streetscape / gateway signage

TRADES  DISTRICT
BLOOMINGTON'S HOME FOR INNOVATION.

For more information contact:

**John Fernandez, Senior Vice President
Innovation & Strategic Partnerships**

The Mill

E: John@Dimensionmill.org

T: +1 202 420 8594

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, March 4, 2024, at 4:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Room 225, Bloomington, Indiana.

Commissioners Present: Deb Hutton, Randy Cassady, Deborah Myerson, Sue Sgambelluri, and John West.

Staff Present: Anna Killion-Hanson, Interim Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND.

Others Present: Larry Allen, City Attorney, City Legal Department; John Fernandez, Dimension Mill, Inc.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Deb Hutton, President

Sue Sgambelluri, Secretary

Date



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3412
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controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 03-15-2024 (\$588,728.32)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 03-02-2024 to 03-15-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller

In consultation with Anna Hanson, Interim Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 03-02-2024 to 03-15-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in cursive script that reads "Larry D. Allen".

Larry D. Allen
Assistant City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/02/24 - 03/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
6376 - Linda L Quillen (Action Property Mgmt & Realty)	R101-Black	15-Rent Deposit 907 S Washington - Julia Black	Paid by Check # 78113		03/05/2024	03/05/2024	03/15/2024		03/15/2024	500.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$500.00
							Program 150500 - Housing Totals		Invoice Transactions 1	\$500.00
Program 151000 - Neighborhood										
Account 53960 - Grants										
3560 - First Financial Bank / Credit Cards	SIB-1156284	15-grant for email marketing subscription- Brevo-2/16/24	Paid by Check # 78099		03/05/2024	03/05/2024	03/15/2024		03/15/2024	270.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$270.00
							Program 151000 - Neighborhood Totals		Invoice Transactions 1	\$270.00
Program 151600 - Title 16										
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	566036	15-Ladder used for Inspections	Paid by EFT # 57736		03/05/2024	03/05/2024	03/15/2024		03/15/2024	189.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$189.99
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-20323HAND	15-250 Business Cards for Rob Council	Paid by EFT # 57826		03/05/2024	03/05/2024	03/15/2024		03/15/2024	65.13
							Account 53310 - Printing Totals		Invoice Transactions 1	\$65.13
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3491	15- January 2024 Luncheon - John Hewett	Paid by Check # 78110		03/05/2024	03/05/2024	03/15/2024		03/15/2024	30.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$30.00
							Program 151600 - Title 16 Totals		Invoice Transactions 3	\$285.12
Program 152000 - Historic Preservation										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-20333HAND	15-250 Business Cards for Noah Sandweiss	Paid by EFT # 57826		03/05/2024	03/05/2024	03/15/2024		03/15/2024	64.83
							Account 53310 - Printing Totals		Invoice Transactions 1	\$64.83
							Program 152000 - Historic Preservation Totals		Invoice Transactions 1	\$64.83
							Department 15 - HAND Totals		Invoice Transactions 6	\$1,119.95
							Fund 101 - General Fund (S0101) Totals		Invoice Transactions 6	\$1,119.95



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/02/24 - 03/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	BSCSNLNFBJ7N003C	15-CDBG-NCDA Basics Online Training Certif Training -Hanson	Paid by Check # 10498		03/05/2024	03/05/2024	03/15/2024		03/15/2024	437.75
3560 - First Financial Bank / Credit Cards	Q3SG67YE9MBB32C5	15-CDBG NCDA Grant Training-Toothman	Paid by Check # 10498		03/05/2024	03/05/2024	03/15/2024		03/15/2024	490.25
3560 - First Financial Bank / Credit Cards	Q61057NGR9G029W2	15-CDBG NCDA Grant Training-Swinney-4/22-4/23/24	Paid by Check # 10498		03/05/2024	03/05/2024	03/15/2024		03/15/2024	490.25
3560 - First Financial Bank / Credit Cards	QBYXYMYBYVD D3HZJ	15- CDBG NCDA Grant training -Hanson-4/22-4/23/24	Paid by Check # 10498		03/05/2024	03/05/2024	03/15/2024		03/15/2024	490.25
							Account 53160 - Instruction Totals	Invoice Transactions	4	<u>\$1,908.50</u>
							Program 150000 - Main Totals	Invoice Transactions	4	<u>\$1,908.50</u>
							Department 15 - HAND Totals	Invoice Transactions	4	<u>\$1,908.50</u>
							Fund 250 - CDBG Totals	Invoice Transactions	4	<u>\$1,908.50</u>
Fund 256 - Special Grants										
Department 15 - HAND										
Program 15HAND - HAND Programs										
Account 53960 - Grants										
1304 - Christopher W Sturbaum (Golden Hands Construction)	3-7-2024	15-Rehab at 347 S Maple Street	Paid by EFT # 57881		03/05/2024	03/05/2024	03/15/2024		03/15/2024	14,725.73
							Account 53960 - Grants Totals	Invoice Transactions	1	<u>\$14,725.73</u>
							Program 15HAND - HAND Programs Totals	Invoice Transactions	1	<u>\$14,725.73</u>
							Department 15 - HAND Totals	Invoice Transactions	1	<u>\$14,725.73</u>
							Fund 256 - Special Grants Totals	Invoice Transactions	1	<u>\$14,725.73</u>
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	MILHOPEPHIE-App6	15-Milestone -Hopewell PH1 E. Infrastructure- Jan 2024-App 6	Paid by Check # 78100		03/05/2024	03/05/2024	03/15/2024		03/15/2024	21,779.58
19278 - Milestone Contractors, LP	MILHOPEPHIE-App6	15-Hopewell Phase 1 East Infrastructure 01/01-01/31/24-App 6	Paid by EFT # 57828		03/05/2024	03/05/2024	03/15/2024		03/15/2024	413,812.16
7413 - OxBlue Corporation	537062	15-Construction Camera Solar Power Cart, Hopewell East	Paid by EFT # 57844		03/05/2024	03/05/2024	03/15/2024		03/15/2024	20,767.00
9084 - The Green Engineer, INC	12149	04-LEED Proj Management-Hopewell thru 02/10/24	Paid by EFT # 57886		03/05/2024	03/05/2024	03/15/2024		03/15/2024	8,520.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/02/24 - 03/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
6197 - CE Solutions, INC	23-144-04	15-Assessment & Study-Hopewell Garage thru 1/09/24	Paid by EFT # 57752		03/05/2024	03/05/2024	03/15/2024		03/15/2024	4,750.00
6197 - CE Solutions, INC	23-144-03	15-Assessment & Study-Hopewell Garage thru 11/21/23	Paid by EFT # 57752		03/05/2024	03/05/2024	03/15/2024		03/15/2024	25,038.75
6197 - CE Solutions, INC	23-144-05	15-Assessment and Study of the Hopewell Garage-thru 2/8/24	Paid by EFT # 57752		03/05/2024	03/05/2024	03/15/2024		03/15/2024	4,709.00
7808 - J.S. Held LLC	INV-01US-0133806	15-Project Management for Hopewell Sites-Jan 2024	Paid by EFT # 57801		03/05/2024	03/05/2024	03/15/2024		03/15/2024	19,336.46
8989 - Planterworx INC	2315-B	15-Hopewell Site Furnishing - Planters/Caster Kits/Palletizing	Paid by EFT # 57851		03/05/2024	03/05/2024	03/15/2024		03/15/2024	10,708.50
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 9	<u>\$529,421.45</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 9	<u>\$529,421.45</u>
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
7509 - Axis Architecture + Interiors, LLC	2022001-12	15-Trades District Tech Center-Const. Admin-2 of 12- 12/25/23	Paid by EFT # 57730		03/05/2024	03/05/2024	03/15/2024		03/15/2024	6,718.00
7509 - Axis Architecture + Interiors, LLC	2022001-13	15-Trades District Tech Center-Const Admin-3 of 12-1/31/24	Paid by EFT # 57730		03/05/2024	03/05/2024	03/15/2024		03/15/2024	6,718.00
7509 - Axis Architecture + Interiors, LLC	2022001-14	15-Trades District Tech Center-Const Admin-4 of 12-2/29/24	Paid by EFT # 57730		03/05/2024	03/05/2024	03/15/2024		03/15/2024	6,789.82
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$20,225.82</u>
							Program 159002 - Downtown Area Totals		Invoice Transactions 3	<u>\$20,225.82</u>
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5409 - VS Engineering, INC	462817	15-17th Street WEST Construction Inspection-thru 1/31/24	Paid by EFT # 57903		03/05/2024	03/05/2024	03/15/2024		03/15/2024	11,332.38
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$11,332.38</u>
							Program 159006 - West 17th Street Area Totals		Invoice Transactions 1	<u>\$11,332.38</u>
							Department 15 - HAND Totals		Invoice Transactions 13	<u>\$560,979.65</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/02/24 - 03/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
				Fund 439 - Consolidated TIF Totals			Invoice Transactions 13		\$560,979.65	
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7077 - Kings III of America, LLC (Kings III Emergency)	2446093	06-Elevator Phone @ College Square 06/01-08/31/23	Paid by EFT # 57806		03/05/2024	03/05/2024	03/15/2024		03/15/2024	150.36
7077 - Kings III of America, LLC (Kings III Emergency)	2649785	06-Elevator Phone @ College Square 03/01-05/31/24	Paid by EFT # 57806		03/05/2024	03/05/2024	03/15/2024		03/15/2024	154.86
7077 - Kings III of America, LLC (Kings III Emergency)	2322488	06-Elevator Phone @ College Square 01/01/22-02/28/23	Paid by EFT # 57806		03/05/2024	03/05/2024	03/15/2024		03/15/2024	145.39
7077 - Kings III of America, LLC (Kings III Emergency)	2512243	06-Elevator Phone @ College Square 09/01-11/30/23	Paid by EFT # 57806		03/05/2024	03/05/2024	03/15/2024		03/15/2024	150.36
7077 - Kings III of America, LLC (Kings III Emergency)	2580298	06-Elevator Phone @ College Square 12/01/23-02/29/24	Paid by EFT # 57806		03/05/2024	03/05/2024	03/15/2024		03/15/2024	153.36
392 - Koorsen Fire & Security, INC	IN00609568	06-College Square-quarterly fire alarm - 03/01-05/31/24	Paid by EFT # 57810		03/05/2024	03/05/2024	03/15/2024		03/15/2024	150.00
423 - City Glass of Bloomington, INC	77154	04-Door repair at Hoosier Fiber Networks in 4th St. Garage	Paid by EFT # 57756		03/05/2024	03/05/2024	03/15/2024		03/15/2024	170.00
102 - Professional Contracting, LLC (Steve's Roofing)	4829	04: roof leak repair in The Mill above conf room-2/2/24	Paid by EFT # 57857		03/05/2024	03/05/2024	03/15/2024		03/15/2024	135.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221268	15-Snow Removal Trades District 02/16/24	Paid by EFT # 57893		03/05/2024	03/05/2024	03/15/2024		03/15/2024	1,810.00
5900 - VET Environmental Engineering, LLC	7324	04: Mold Removal at the Mill 02/01/24-02/13/24	Paid by EFT # 57901		03/05/2024	03/05/2024	03/15/2024		03/15/2024	2,180.28
7402 - Nature's Way, INC	63983	15-Monthly Interior Maintenance for Showers West - 1/31/24	Paid by EFT # 57838		03/05/2024	03/05/2024	03/15/2024		03/15/2024	144.00
12283 - Smithville Communications	401NMRTN-030124	25 - Smithville - Internet March 2024	Paid by Check # 78089		03/06/2024	03/06/2024	03/06/2024		03/06/2024	385.00
223 - Duke Energy	9101205748680224	15-105 W 4th St-Misc:Office 2-elec chgs 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	41.69



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/02/24 - 03/15/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205757280 224	15-105 4th St W Misc Office 4-elec chgs 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	283.47
223 - Duke Energy	9101205758430 224	04-College Sq-200 S. College Ave-elec. chgs 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	319.33
223 - Duke Energy	9101205761750 224	04-College Sq-202 S College-elec. bill 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	32.57
223 - Duke Energy	9101205753640 224	04-College Sq-204 S. College Ave-electric bill 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	1,252.80
223 - Duke Energy	9101205762900 224	04-College Sq-208 S. College-elec. bill 1/27- 2/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	458.17
223 - Duke Energy	9101205763990 224	04-College Sq-210 S. College Ave-elec. chgs 01/27/24-02/26/23	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	422.00
223 - Duke Energy	9101205756790 224	04-College Sq-222 S College Ave - elec serv 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	640.63
223 - Duke Energy	9101205760180 224	04-College Sq-222 S College Ave -elec bill 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	293.30
223 - Duke Energy	9101205750330 224	04-College Sq-226 S. College Ave-elec chgs 01/27/24-02/26/24	Paid by Check # 78083		03/06/2024	03/06/2024	03/06/2024		03/06/2024	521.92
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 22	<u>\$9,994.49</u>
							Program 150000 - Main Totals		Invoice Transactions 22	<u>\$9,994.49</u>
							Department 15 - HAND Totals		Invoice Transactions 22	<u>\$9,994.49</u>
							Fund 444 - RDC Totals		Invoice Transactions 22	<u>\$9,994.49</u>
							Grand Totals		Invoice Transactions 46	<u>\$588,728.32</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/15/24	Claims				\$588,728.32
					<u>\$588,728.32</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$588,728.32

Dated this 12th day of March year of 2024.

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

Fiscal Office Cheryl Silliland



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/08/24 - 03/08/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	03/08/2024	2,277.42		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	03/08/2024	1,705.68		.00	128.81	95.72	22.39	48.63	30.64	191.83	1,187.66
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.72	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.66
10000 Collins, Barry 0111	03/08/2024	1,200.00		.00	187.31	74.40	17.40	38.76	21.00	.00	861.13
			.00	.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00		
		\$1,200.00	\$0.00	\$0.00	\$187.31	\$74.40	\$17.40	\$38.76	\$21.00	\$0.00	\$861.13
2771 Council, David R	03/08/2024	1,742.79		.00	73.66	88.87	20.78	42.80	26.97	400.90	1,088.81
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.87	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.81
3232 Davis, Rebecca D	03/08/2024	1,857.69		.00	174.17	111.14	26.00	56.74	35.75	106.35	1,347.54
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$26.00	\$56.74	\$35.75	\$106.35	\$1,347.54
10000 Finley, Christina L 0187	03/08/2024	2,322.12		.00	269.06	144.37	33.76	73.65	47.18	33.78	1,720.32
			.00	.00	2,318.62	2,328.62	2,328.62	2,318.62	2,318.62		
		\$2,322.12	\$0.00	\$0.00	\$269.06	\$144.37	\$33.76	\$73.65	\$47.18	\$33.78	\$1,720.32
2393 Hayes, Chastina J	03/08/2024	1,899.70		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.25
			.00	.00	1,827.43	1,852.43	1,852.43	1,827.43	1,827.43		
		\$1,899.70	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.25
10000 Hewett, John H 0251	03/08/2024	2,311.86		.00	203.45	130.23	30.45	64.62	40.71	404.02	1,438.38
			.00	.00	2,000.56	2,100.56	2,100.56	2,000.56	2,000.56		
		\$2,311.86	\$0.00	\$0.00	\$203.45	\$130.23	\$30.45	\$64.62	\$40.71	\$404.02	\$1,438.38
			\$0.00	\$0.00	\$2,000.56	\$2,100.56	\$2,100.56	\$2,000.56	\$2,000.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/08/24 - 03/08/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	03/08/2024	2,301.92		.00	155.94	139.79	32.70	50.59	31.87	697.27	1,193.76
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.70	\$50.59	\$31.87	\$697.27	\$1,193.76
3306 Killion-Hanson, Anna	03/08/2024	3,846.16		.00	203.64	223.81	52.34	116.60	73.46	236.36	2,939.95
			.00	.00	3,609.80	3,609.80	3,609.80	3,609.80	3,609.80		
		\$3,846.16	\$0.00	\$0.00	\$203.64	\$223.81	\$52.34	\$116.60	\$73.46	\$236.36	\$2,939.95
1516 Liford, Kenneth T	03/08/2024	1,896.31		.00	130.88	117.58	27.50	60.28	37.98	46.60	1,475.49
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31	\$0.00	\$0.00	\$130.88	\$117.58	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.49
1378 Sandweiss, Noah S	03/08/2024	2,094.39		.00	204.25	124.45	29.10	63.59	39.77	102.48	1,530.75
			.00	.00	2,007.18	2,007.18	2,007.18	2,007.18	2,007.18		
		\$2,094.39	\$0.00	\$0.00	\$204.25	\$124.45	\$29.10	\$63.59	\$39.77	\$102.48	\$1,530.75
10000 Stong, Mary J 0471	03/08/2024	2,019.81		.00	180.01	113.47	26.53	58.31	36.74	350.24	1,254.51
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.47	\$26.53	\$58.31	\$36.74	\$350.24	\$1,254.51
504 Swinney, Matthew P	03/08/2024	2,210.11		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.48
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.48
2477 Toothman, Cody B	03/08/2024	2,270.06		.00	63.68	131.45	30.75	67.24	40.80	155.16	1,780.98
			.00	.00	2,120.13	2,120.13	2,120.13	2,120.13	2,120.13		
		\$2,270.06	\$0.00	\$0.00	\$63.68	\$131.45	\$30.75	\$67.24	\$40.80	\$155.16	\$1,780.98
10000 Wills, Dee A 3418	03/08/2024	1,702.10		.00	155.96	102.60	23.99	51.84	40.12	130.53	1,197.06
			.00	.00	1,604.83	1,654.83	1,654.83	1,604.83	1,604.83		
		\$1,702.10	\$0.00	\$0.00	\$155.96	\$102.60	\$23.99	\$51.84	\$40.12	\$130.53	\$1,197.06
728 Wright, Edward E	03/08/2024	1,701.01		.00	161.74	102.48	23.97	53.39	28.93	52.77	1,277.73
			.00	.00	1,653.00	1,653.00	1,653.00	1,653.00	1,653.00		
		\$1,701.01	\$0.00	\$0.00	\$161.74	\$102.48	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.73
HAND - Housing & Neighborhood Dev		\$35,359.13	\$0.00	\$0.00	\$2,956.25	\$2,091.46	\$489.12	\$1,045.03	\$651.45	\$3,341.01	\$24,784.81
			\$0.00	\$0.00	\$32,622.41	\$33,733.41	\$33,733.41	\$32,622.41	\$32,622.41		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/08/24 - 03/08/24

Detail Listing

Grand Totals	\$35,359.13	\$0.00	\$2,956.25	\$2,091.46	\$489.12	\$1,045.03	\$651.45	\$3,341.01	\$24,784.81
	\$0.00	\$0.00	\$32,622.41	\$33,733.41	\$33,733.41	\$32,622.41	\$32,622.41		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/8/2024	Payroll				35,359.13
					<u>35,359.13</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 35,359.13

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

24-28
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LETTER OF INTENT FOR REDEVELOPMENT
COMMISSION PROPERTY LOCATED WITHIN THE TRADES DISTRICT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within the 65-acre Bloomington Certified Technology Park known as the Trades District; and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Trades District to new owners; and

WHEREAS, in 2018, work was completed on infrastructure improvements and the renovation of the Dimension Mill to further the redevelopment the Trades District; and

WHEREAS, the RDC authorized a notice of offering for the Trades District parcels in Resolution 23-47 pursuant to Indiana Code § 36-7-14-22; and

WHEREAS, the RDC also entered into an agreement with the Dimension Mill, Inc. (DMI) to have John Fernandez act as its agent in marketing and obtaining offers for the Trades District parcels; and

WHEREAS, DMI, on behalf of the RDC, received three (3) potential letters of intent for Tract 3 as detailed in the memorandum attached and incorporated to this Resolution as Exhibit A; and

WHEREAS, after months of negotiation and discussions, DMI recommends that the RDC approve the non-binding letter of intent from Pure Development, Inc., which is attached to this Resolution and incorporated herein as Exhibit B; and

WHEREAS, under the terms of the letter of intent, Pure Development has proposed a purchase price for Tract 3 of \$1,020,000, including a \$100,000 non-refundable deposit to be paid at closing, and a project agreement for the development would have to be executed within 60 days of the signing of the letter of intent, unless otherwise extended by the parties.

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

1. The sale of the Tract 3 will aid in the development of the Trades District and will enhance the development and economic development of the Consolidated TIF.
2. The letter of intent from Pure Development, attached to this Resolution as Exhibit B, is approved, and the RDC authorizes John Fernandez to sign on its behalf.
3. The RDC authorizes City staff to begin negotiating a Project Agreement, which shall be brought back to the RDC for final approval.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date



TO: Bloomington Redevelopment Commission (RDC)

From: John Fernandez, The Mill

Date: March 14, 2024

Re: Trades District Hotel Development Proposals

Background

In anticipation of a renewed effort to market the Redevelopment Commission's property located in the Trades District, the City's legal department procured appraisals for four parcels in April of 2022. Subsequently, the RDC approved a formal "Notice of Offer" that was published June 20, 2023.

Trades District – Notice of Offering Highlights

Property Descriptions and Information

A. The RDC's property (Property) generally consists of approximately 5.176 acres located in the Trades District – a 12-acre subsection of Bloomington, Indiana's Certified Technology Park – located on North Madison Street & North Rogers Street between West 11th Street & West 10th.

B. The Property specifically consists of four tracts of lands (see Exhibit A below), identified by State Tax ID Numbers:

1. Tract 1 – 53-05-32-100-036.000-005 and 53-05-32-112-088.000-005
2. Tract 2 – 53-05-33-200-012.003-005 and 53-05-32-100-035.000-005
3. Tract 3 – 53-05-32-100-035.001-005
4. Tract 4 – 53-05-32-100-035.012-000 and 53-05-33-200-013.012-005

C. The real estate is zoned MD-ST, Mixed-use Downtown, Showers Technology Overlay.

Exhibit A





Minimum Offering Price

The minimum offering price for purchase of the Property is as follows:

- Tract 1 – \$2,550,000 (Two million five hundred and fifty thousand dollars)
- Tract 2 – \$2,050,000 (Two million and fifty thousand dollars)
- Tract 3 – \$1,020,000 (One million and twenty thousand dollars)
- Tract 4 – \$560,000 (Five hundred and sixty thousand dollars)

Development Standards and Expectations

1. The RDC is specifically interested in working with developers that set forth plans for the real property included in the Notice of Offering that align with and advance the City’s vision for the Trades District as articulated in the Master Plan for Bloomington’s Certified Technology Park and consistent with Bloomington’s Unified Development Ordinance.

“Vision

Bloomington’s downtown **Certified Technology Park** will be a sought-after model of modern, sustainable urban redevelopment that **nurtures creativity and entrepreneurship** among its citizens and workforce, helps **brand Bloomington** as a **lively tech sector hub, attracts private investment, employment and visitors**, and provides welcoming living options for Bloomingtonians.” Master Plan and Redevelopment Strategy | Certified Technology Park (2013)

2. The Trades District represents a 12-acre ‘core’ component of Bloomington’s Certified Technology Park intended to:

- a. create a concentration of professional / business offices, with a priority placed upon high technology activity (especially as defined by Indiana Code on “Certified Technology Parks” (Indiana Code 36-7-32-7), or research and development uses; and /or
- b. early-stage and growth stage company development and support activities that build upon and enhance the region’s innovation ecosystem, and support the creation, attraction, recruitment growth of employers in the Trades District, Bloomington’s Certified Technology Park and the Bloomington region.

3. Mixed office/retail/residential space where the residential units meet a professional workforce housing demand (including owner occupied units) will be considered and are viewed as an important ingredient for creating a robust hub for technology employers and employees.

4. Undergraduate student housing is explicitly not of interest to the RDC for this project.



Selection criteria

The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall take into account:

- price and other considerations;
- the timing of the transaction and development of the property;
- source of debt and equity funds;
- development resume;
- any existing relationships with parties related to the approval process, Indiana University, Westgate/Crane and other key region innovation economy stakeholders (“Parties”);
- the proposed development plan and future uses;
- the scope of investigation / discussion with Parties;
- how the offer and intended use(s) contribute to the City’s plans for the Trades District, including intended use for high technology activity;
- and any other statutory criteria in Indiana Code 36-7-14-22.

Project Agreement. A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

Trades District Hotel Development Proposals

The Notice of Offering set July 17, 2023, as the deadline for Proposals. Prior to this deadline, the RDC could only sell the properties at or above the minimum offering price. After the deadline, the RDC may consider additional proposals above or below the minimum offering price. The Mill, on behalf of the RDC received one proposal (letter of intent to purchase) from Alluin IU Trades District Hotel, LLC (Alluin) prior to the initial deadline. This initial proposal to purchase Tract 3 for the purpose of developing a 150-room boutique hotel, while very promising, included several terms that required further negotiation. Throughout Q3 & Q4 of 2023, negotiations with Alluin continued but by year-end no mutually agreeable agreement was secured.

Trades District stakeholders expressed strong interest in the development of a boutique hotel as part of the vision for a dynamic hub connecting the Bloomington innovators and startups to our broader innovation ecosystem. Beginning in Q4 2023, I began marketing this opportunity to other potential developers.



By mid-February, three competitive offers were submitted. Including proposals from:

1. Alluin IU Trades District Hotel, LLC
2. MHG Hotels
3. Pure Development

Multiple meetings, communication and negotiations continued with all three developers through early March 2024.

Developers' Summary of Experience

Alluin IU Trades District Hotel, LLC

Project team led by Charles Whittaker, a Chicago based hotel developer with over 25 years of hospitality industry experience. Charles is a graduate of IU Kelley School of Business and maintains deep connections to IU's athletic department. Alluin is a small private firm with multiple projects around the country. Alluin is currently working with Cal Poly in San Luis Obispo, CA to build a 200-key Hilton on their campus.

The Alluin team includes Accomplish Collective (Midwest Hospitality Consultants) and Solomon Cordwell Buenz (Architects).

MHG Hotels

Headquartered in Indianapolis, MHG Hotels LLC is large privately-owned property development and hospitality company. MHG specializes in development, construction, and management services with a diversified portfolio. Their hotel properties include franchise affiliations with Marriott International, Hilton Worldwide and Choice Hotels International.

MHG owns and operates the Bloomington Home 2 Suites, as well as multiple Hampton Inn & Suites, Fairfield Inns & Suites and Courtyard properties across Indiana and Florida. They are currently developing a new Courtyard in Lafayette. Notably, they do not own / operate any full-service hotels.

Pure Development

Founded in 2010, Pure Development (Pure) is a commercial real estate development company headquartered in Indianapolis, with an office in Denver as well. Pure specializes in build to suit projects. Their portfolio includes a wide range of facilities - urban mixed-use, advanced



manufacturing, and corporate headquarters. Pure developed the 40-acres ‘north mass district’ in Indianapolis which included historic renovation of the Box Factory and Electric Switch Company buildings, construction of retail and office complex. Pure is also developing a Virgin Hotel in Denver as part of their Fox Park development. Pure is currently working with First Hospitality Group out of Chicago, but this collaboration has not been formalized to date.

The three proposals were presented to the RDC in executive session Monday, March 4, 2024, at which time RDC members provided feedback and insights on each of the proposals.

Trades District Hotel LOI

[Comparison >](#)

Proposals

	Alluin IU Trades District Hotel	MHG Hotels	Pure Development
Purchase Price	\$1,200,000	\$990,000	\$1,020,000
Terms	\$50k non-refundable deposit @ execution of binding purchase agreement; balance due on 1 year anniversary date of hotel opening. Purchase includes Tracts 3 & 4.	To be determined	\$100k non-refundable deposit @ closing; balance to be due when hotel is "substantially completed"
Project Scope	~\$35m investment; 150 key upscale hotel	~\$35m investment; 150 key upscale hotel	~\$35m investment; 150 key upscale hotel
Equity Capital	Alluin + committed capital partners	MHG	Pure to bring equity to the project w/ identified capital partners -- to be disclosed prior to executing Project Agreement
"Green Building"	Minimum LEED Silver or its equivalence	Minimum LEED Silver or its equivalence	Minimum LEED Silver or its equivalence
Project Financing	Commercial financing; 25 years, 70% LTV; 24 months I/O	Commercial financing	Commercial financing
Project Agreement	W/ 60 days post-LOI execution	W/ 60 days post-LOI execution	W/ 60 days post-LOI execution, w/ right to extend
Project Timeline	24 months post-closing	24 months post-closing - dependent upon city permitting	Commercially reasonable efforts to complete 24 months post-closing
Hotel Management	RFP for 3rd party operator	MHG self-management	RFP for 3rd party operator
Hotel Franchise	Alluin to apply for 'soft brand' franchise i.e. Tribute by Marriott or Hotel Indigo by IHG.	High end Hilton or Marriott brand franchise, subject to Mill approval.	Pure to apply for 'soft brand' franchise i.e. Tribute by Marriott or Canopy by Hilton.
Hotel Amenities	Full-service restaurant + at least one full-service bar; meeting rooms for small to medium size corporate gatherings; explore roof-top bar.	Full-service restaurant + at least one full-service bar; meeting rooms for small to medium size corporate gatherings; explore roof-top bar.	Full-service restaurant + at least one full-service bar; meeting rooms for small to medium size corporate gatherings; explore roof-top bar.
Parking	1:1 permits to be purchased for Trades District garage @ market rate	1:1 permits to be purchased for Trades District garage @ market rate	1:1 permits to be purchased for Trades District garage @ market rate
Brokerage Fees	n/a	3% to Buyer's agent	n/a



Recommendation

All three developers have strong development experience and submitted legitimate proposals.

Alluin's offer includes Tracts 3 & 4 at a total offer price of \$1.2m which is \$380,000 less than the total appraised value for the two parcels (25% discount). By utilizing both parcels, Alluin contends that they will have more flexibility on the design & building height. The project would require approval of building over the existing platted alley that runs north and south between 10th Street and Makers Way. Integrating Tract 4 would enable Alluin to position the primary restaurant and bar at 10th and Madison which could enhance pedestrian flow from Bloomington's core downtown. Alluin seeks defer payment of the full land purchase price until the 1-year anniversary of the hotel opening. Alluin has strong track record in the hotel development business, established relationships with all the major hotel brands and has assembled a strong project team.

Pure's proposal includes an offer to purchase Tract 3 at the minimum offer price of \$1,020,000. Pure's vision for the hotel project is fully aligned with the RDC's vision for the Trades District vision and their development resume includes several large / sophisticated urban development projects across the country. Their business focuses upon "build to suite" projects and in this instance, they will bring on board hotel management team that will guide the design and specifications for the development. While Pure has an impressive and robust projects portfolio, the Trades District hotel would only be their second hotel deal – with the first being a Denver Virgin Hotel – which is a high-end product. In conversations with their project leads, they have indicated that given the dimensions of Tract 3, it is likely that the building would like need to be six stories and thereby require a variance from Bloomington's zoning code height limits.

MHG, unlike Alluin and Pure, plan to own and operate the hotel rather than partnering with a third-party hotel management company. MHG has a solid track record regarding the management of their existing hotels, however, they do not have experience operating a full-service hotel with restaurant and bar operations beyond the food and beverage services typically offered at Marriott Courtyard or Fairfield Inn brands. Moreover, MHG has not committed to seeking a 'soft brand' product.

In evaluating all three proposals, only Alluin and Pure Development committed to developing a 'soft brand' full-service hotel. Lower market brands, such as a Marriott Courtyard or Hilton Garden, would not align with City's Trades District vision as a unique destination.



Pure Development’s proposal represents a higher value on financial metrics – no discount on Tract 3 purchase price, \$50,000 higher earnest money payment and shorter full-payment schedule. While the financial offer is lower, the Alluin proposal includes a solid team with exceptional track records developing hotels.

The recommendation to the RDC is approval and execution of Pure’s LOI. Thereafter, work shall immediately proceed to negotiate the Project Agreement and binding purchase agreement.

March 12, 2024

Bloomington Redevelopment Commission
John Fernandez (acting as owner rep)
Senior Vice President, Innovation & Strategic Partnerships
The Dimension Mill, Inc.
642 N. Madison Street
[Bloomington, IN 47401](#)
T: (202) 420-8594
E: john@dimensionmill.org

Pure Development, Inc.
Chris Seger, Principal
815 E. 65th Street, Suite 200
Indianapolis, IN 46220
T: (317) 345-0050
E: cseger@puredevelopment.com

Re: Proposal for hotel development in the Trades District, Bloomington, IN 47404

This term sheet is a general outline of proposed terms and conditions pursuant to which Pure Development, Inc. (“Pure”) and The Dimension Mill, Inc., acting as owner’s representative (“The Mill”), propose a potential relationship for a hotel development in Bloomington, IN (“Project”). This term sheet is non-binding and does not constitute a binding agreement between Pure and The Mill. No obligations of any party shall arise under or with respect to this term sheet unless and until such an agreement is reached. Any such agreement would only arise as a result of negotiation, execution, and delivery of the appropriate legal agreement(s), and subject to approval by the Bloomington Redevelopment Commission. Pure will use reasonable efforts to enter into a Project Agreement with the Bloomington Redevelopment Commission within 60 days following full execution of this term sheet; provided, however, such time period may be extended at the discretion of either Pure, the Bloomington Redevelopment Commission, or The Mill.

Project Costs	Estimated at approximately \$35,000,000 which contemplates the development of a 150 Key upscale hotel.
Intended Structure	<p>Pure will act as developer.</p> <p>The developer will be solely responsible for all construction, maintenance, repairs, and operations of the Project. Developer shall also be responsible for the Project design and shall consult with The Mill on hotel architectural plans.</p> <p>Project will be designed to meet minimum LEED Silver certification or its equivalence.</p>
Land Purchase	\$1,020,000 purchase price for Lot 1 highlighted in Exhibit A. Parcel Number: 53-05-32-100-35.001-005, commonly referred to as 620 N. Rogers Street. \$100,000 of the purchase price will be due when Pure closes on the land. The remainder of the purchase price will not be due from Pure until substantial completion of the Project.
Hotel Management	Formal RFP process will be conducted to find a 3 rd party operator best suited for the brand and market

Construction Management	Pure will conduct a formal bid process to select a general contract and entity to oversee construction of the Project.
Construction Timeline	Pure to use commercially reasonable efforts to complete the Project within 24 months of land control.
Equity Capital Raise	Pure, along with already identified capital partners, will bring the necessary equity to the Project. Pure will disclose capital partners prior to executing binding purchase agreement.
Commercial Financing	Pure to secure commercial financing.
Hotel Franchise	3 rd party operator to identify and apply for franchise and perform brand negotiations. Brand selection shall focus on securing a soft brand that allows for flexibility in programming and design but brings the power of brand reservation systems, like Tribute by Marriott or Canopy by Hilton.
Hotel Amenities	Hotel must include the following amenities: full-service restaurant and at least one full-service bar (which can be incorporated into the hotel restaurant). Hotel design should consider separate rooftop bar. Additionally, meeting room(s) that can accommodate small to medium size corporate gatherings are encouraged. Developer should consider partnership agreement with The Mill to market the hotel for corporate gatherings that leverage The Mill's events and event space.
Shared Services	<p>The Project is contingent upon entering into an agreement with the City related to:</p> <ul style="list-style-type: none"> • Parking (1:1 Ratio Rooms/Available Spaces). Permits to be secured at market rates at the Trades District garage. • Liquor Licensure – to be acquired by 3rd party operator at its sole expense. Note: liquor licenses are not procured from the City of Bloomington. <p>Additionally, the Project aims to find mutually beneficial terms and economics related to shared services with The Mill, where desired by the City.</p>

By executing below, the parties acknowledge the above to be the proposed terms for the Project.

The Dimension Mill, Inc. (as owner rep)

Pure Development, Inc.

By: John Fernandez

By: Chris Seger

Its: Senior Vice President, Innovation & Strategic Partnerships

Its: Principal

EXHIBIT A:



24-29
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

ADDENDUM TO CONTRACT FOR LANDSCAPE MAINTENANCE WITH NATURE’S WAY

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

WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District and the Trades District Garage, the RDC approved an agreement with Nature’s Way in Resolution 23-08 to perform landscaping and maintenance in the Trades District (“Agreement”); and

WHEREAS, in Resolution 23-18 and 23-24, the RDC approved addenda to the agreement to add tree trimming and interior plant maintenance services to the agreement, which brought the total amount of the Agreement to \$44,000.00 for 2023; and

WHEREAS, City Staff have brought an Addendum to the Agreement with Nature’s Way, which is attached to this Resolution as Exhibit A, to provide the extend the services under the agreement through 2024 for an amount not to exceed \$44,000.00; and

WHEREAS, this would bring the amount under the Agreement with the Addendum to a total not to exceed \$44,000.00 for 2024; and

WHEREAS, the RDC has available funds from its maintenance and services account to pay for the Services;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Addendum to the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement from Account Number 444-15-150000-53990 in amount not to exceed an additional Forty-Four Thousand Dollars (\$44,000.00).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2024, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
between the
CITY OF BLOOMINGTON
and
NATURE’S WAY, INC.

This Addendum (“Addendum”) amends the Agreement (“Agreement”) between the City of Bloomington Redevelopment Commission (“RDC”) and Nature’s Way, Inc. (“Nature’s Way”) for landscaping maintenance services, entered into on January 30, 2023, as follows:

- 1. Article 24 of the Agreement provided that the parties could modify the agreement by a signed, written agreement.
- 2. Changes to Scope of Service: The parties believe it is in the best interest of the RDC and the public to extend the Services as defined in the Agreement through December 31, 2024.
- 3. Compensation: The RDC shall pay an amount not to exceed forty-four thousand dollars (\$44,000.00) to pay for the Services during 2024, and the total compensation under the Agreement with the Addendum shall not exceed Eighty-Eight Thousand Dollars (\$88,000.00).
- 4. 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.

**BLOOMINGTON
REDEVELOPMENT COMMISSION**

NATURE’S WAY, INC.

By: _____
Deb Hutton, President

By: _____

Date: _____

Date: _____

CITY OF BLOOMINGTON

By: _____
Margie Rice, Corporation Counsel

Date: _____

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
NATURE'S WAY, INC.
FOR
LANDSCAPING IN THE TRADES DISTRICT**

This Agreement, entered into on this 20th day of January, 2023, by and between the City of Bloomington Redevelopment Commission (the "RDC"), and Nature's Way, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the RDC wishes to have landscape maintenance within the Trades District and at its properties within the Consolidated TIF area; and

WHEREAS, the RDC requires the services of a professional Contractor in order to perform the desired maintenance (the "Services" as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the RDC.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with Alex Crowley, or his designee, as the RDC's Project Manager.

Article 2. Standard of Care

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

Article 3. Responsibilities of the RDC

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

Article 4. Compensation

The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bloomington Redevelopment Commission
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services as detailed in Exhibit A through December 31, 2023, and in coordination with the RDC's Project Manager. The time limits established by this Agreement shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

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

Article 12. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of

program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

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

RDC:

City of Bloomington
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Contractor:

Nature's Way, Inc.
ATTN: Zachary R. Young
7330 N. Wayport Road
Bloomington, Indiana 47408

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

Article 23. Intent to be Bound

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

Article 24. Integration and Modification


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

Article 25. Non-Collusion

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


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

CITY OF BLOOMINGTON




Beth Cate, Corporation Counsel

NATURE'S WAY, INC.




Zachary R. Young

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION



Cindy Kimmarney, President



Deborah Myerson, Secretary

EXHIBIT A - "Scope of Work"

1. Site Locations

- a. The areas requiring landscape maintenance services are shown in Attachment A and Attachment B. The areas include, irrigated and non-irrigated landscape beds, tree grates, paver grates, paver brick sidewalks and plazas, planter pots, mulched rings at bases of trees, and an irrigation system with backflow preventer.
- b. Contractors are encouraged to conduct a site visit of the service locations prior to submitting a quote. The Contractor is responsible for becoming familiar with the existing site conditions.

2. Manual Weed Control

- a. Remove weeds by hand from the following areas twice per month:
 - i. Landscape Beds
 - ii. Tree Grates and Paver Grates
 - iii. Mulched rings at bases of trees
 - iv. Paver Brick Areas

3. Chemical Weed Control

- a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.
- b. Any use of herbicides must be consistent with the City of Bloomington Parks and Recreation Integrated Pest Management Plan. A copy can be downloaded.

4. Mulching

- a. Annually in the spring (March-April), inspect condition of mulch and re-mulch as needed to maintain a 3"-4" thickness of mulch in the landscape beds. Ensure filter fabric and drip irrigation lines are not exposed in the beds.
- b. Annually in the spring (March-April), remove and replace at 3"-4" thickness the mulched rings at bases of trees. Mulch must not be piled against bases of trees.
- c. Annual quantity of mulch required: Assume 100 cy of mulch.
- d. Mulch type: Hardwood bark mulch (non-colored)

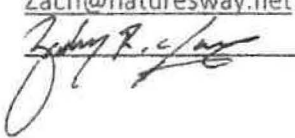
5. Edging

- a. Annually in the spring (March-April), re-cut/edge the borders of the spade-edge landscape beds and mulched rings at bases of trees to maintain a clean edge between the grass and mulch.

Quote and Bid Documents

CITY OF BLOOMINGTON
Landscape Maintenance Services – Trades District

Item	Description	Unit Price		Quantity	Total
1	Manual Weed Control	\$924.00	/visit	16	\$14,784.00
2	Chemical Weed Control	\$798.60	/visit	ITEMIZED SERVICE	
3	Mulching	\$6,600.00	/visit	1	\$6,600.00
4	Edging	\$352.00	/visit	1	\$352.00
5	Fall Pruning	\$330.00	/visit	1	\$330.00
6	Spring Pruning Grasses	\$554.40	/visit	1	\$554.40
7	Watering	\$42.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$1,108.80	/visit	1	\$1,108.80
10	Seasonal Plantings	\$2,062.50	/season	3	\$6,187.50
11	Irrigation System O&M	\$55.00	/hour	ITEMIZED SERVICE	
12	Backflow Testing	\$95.00	/visit	1	\$95.00

Company: Nature's Way, inc.
 Name: Zachary R. Young
 Address: 7330 N. Wayport Rd.
 Phone: (812)-876-7888
 Email: Zach@naturesway.net
 Signature 

6. Pruning

- a. Annually in the fall, prune perennials to promote growth and form for the following season, including the following special requirements:
 - i. All Grow-Low Sumac (Rhus aromatic 'Gro-low') should be sheared to 12"18" above ground in first fall (2019) and as needed in subsequent years to promote tighter growth and large massing.
 - ii. Shrubs must be hand-pruned. Use of shears or hedge trimmers on shrubs is not allowed, except for Gro Low Sumac per instruction noted above.
 - iii. Do not prune trees. City of Bloomington staff will perform all tree pruning.
 - iv. Do not prune ornamental grasses in the fall. Grasses are to remain through the winter months.
- b. Annually in early spring, prune the ornamental grasses.

7. Watering

- a. Monitor and water the following on an as needed basis using the on-site water source (on-site water is accessible from the irrigation system via quick coupler valves):
 - i. Planter Pots (25) ii. Non-irrigated landscape beds iii. Non-irrigated sod
- b. Vendor must supply hoses and adaptors for the quick coupler valves.

8. Fall Clean-Up

- a. Annually in the fall (November), perform a fall clean up to remove accumulated fallen leaves and other debris/waste from the following:
 - i. Landscape Beds, including removing debris from the stone channels that are located in six of the beds/infiltration planters ii. Tree Grates and Paver Grates iii. Paver Brick Areas

9. Seasonal Plantings in Planter Pots

- a. In 2023, replant the twenty-five planter pots, once in spring, once in summer, and once in fall (3 rotations) with appropriate seasonal color plantings.

10. Irrigation System

- a. Provide operational and maintenance oversight for the irrigation system according to the manufacturer's recommendations.
 - i. Controller Type: Rainbird ESP-LXD Controller
- b. Promptly notify the City of Bloomington of any irrigation system operational issues or maintenance needs that are outside this scope of work.
- c. Annually, perform backflow testing for the irrigation system. Submit the required reports, and provide a file copy to the City.

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

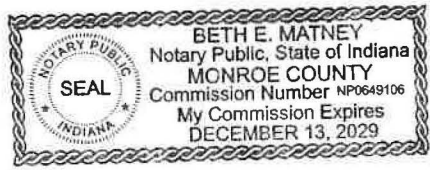
1. The undersigned is the UP Exterior Maintenance of Nature's Way, Inc.
(job title)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services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

[Signature]
Signature
Zachary R Young
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Zachary Young and acknowledged the execution of the foregoing this 30th day of January, 2023.

[Signature]
Notary Public's Signature
Beth E. Matney
Printed Name of Notary Public



My Commission Expires: 12/13/2029
County of Residence: MONROE
Commission Number: NP0649106

CITY OF BLOOMINGTON
Landscape Maintenance Services – Trades Garage (New Plantings Only)

Item	Description	Unit Price		Quantity	Total
1	Manual Weed Control	\$95.00	/visit	16	\$1,520.00
2	Chemical Weed Control	\$65.00	/visit	ITEMIZED SERVICE	
3	Mulching	\$1,205.00	/visit	1	\$1,325.50
4	Edging	\$352.00	/visit	1	\$352.00
5	Spring/Fall Pruning	\$150.00	/visit	2	\$300.00
6	Spring Pruning Grasses	N/A	/visit		
7	Watering	\$50.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$415.80	/visit	1	\$415.80
10	Seasonal Plantings	N/A	/season		
11	Irrigation System O&M	N/A	/hour		
12	Backflow Testing	N/A	/visit		

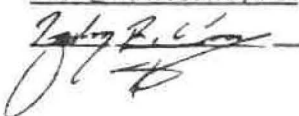
Company: Nature's Way, inc.
 Name: Zachary R. Young
 Address: 7330 N. Wayport Rd.
 Phone: (812)-876-7888
 Email: Zach@naturesway.net
 Signature: 

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 30 day of January, 2023.

Nature's Way, Inc.

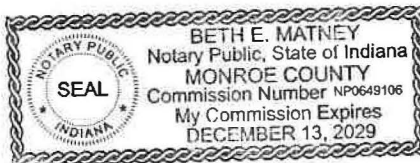
By: *Zachary R. Young*
VP Exterior Maintenance

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Zachary Young and acknowledged the execution of the foregoing this 30th day of January, 2023.

B. Richman
Notary Public's Signature

Beth E. Matney
Printed Name of Notary Public



My Commission Expires: 12/13/2029

County of Residence: MONROE

Commission Number: NP0649106

**24-30
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF DUKE ENERGY EASEMENT IN TRADES DISTRICT

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property that makes up the Trades District (“Property”); and
- WHEREAS, the RDC was also awarded a federal grant and has begun construction on the Trades District Technology Center (a.k.a. the Forge) (“Project”)
- WHEREAS, as a result of the construction of the Project, it was necessary to relocate certain utilities, including Duke Energy’s transmission line and new transformer that will serve, in part, the Forge; and
- WHEREAS, it is necessary that Duke Energy obtain an easement to the new location of its transformer so that Duke can access the equipment and lines in the event of failure, maintenance, or needed upgrades; and
- WHEREAS, Duke Energy has submitted to the RDC an easement for the relocated utility, which is attached to this resolution as Exhibit A;

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the easement that has been attached to this Resolution as Exhibit A.
3. The RDC authorizes RDC President Donald Griffin to sign the easement on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Michelle Sechman
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 53-05-32-100-035.000-005
53-05-32-100-035.002-005

EASEMENT

State of Indiana
County of Monroe

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION** (“**Grantor**”, whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Section 32, Township 9 North, Range 1 West, Perry Township, Monroe County, State of Indiana; being a part of Lot 2A, Trades District Lot 2 Amendment Final Plat and being a part of Lot 3, Trades District Amendment 1 Final Plat as recorded in **Instrument Number 2023002418** and **Instrument Number 2019002507**, and also **Instrument Number 2011012088**, in the Office of the Recorder of Monroe County, Indiana (“**Property**”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Signed Name

Printed Name

Title

_____ OF _____)
COUNTY OF _____) ss:

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 20____.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

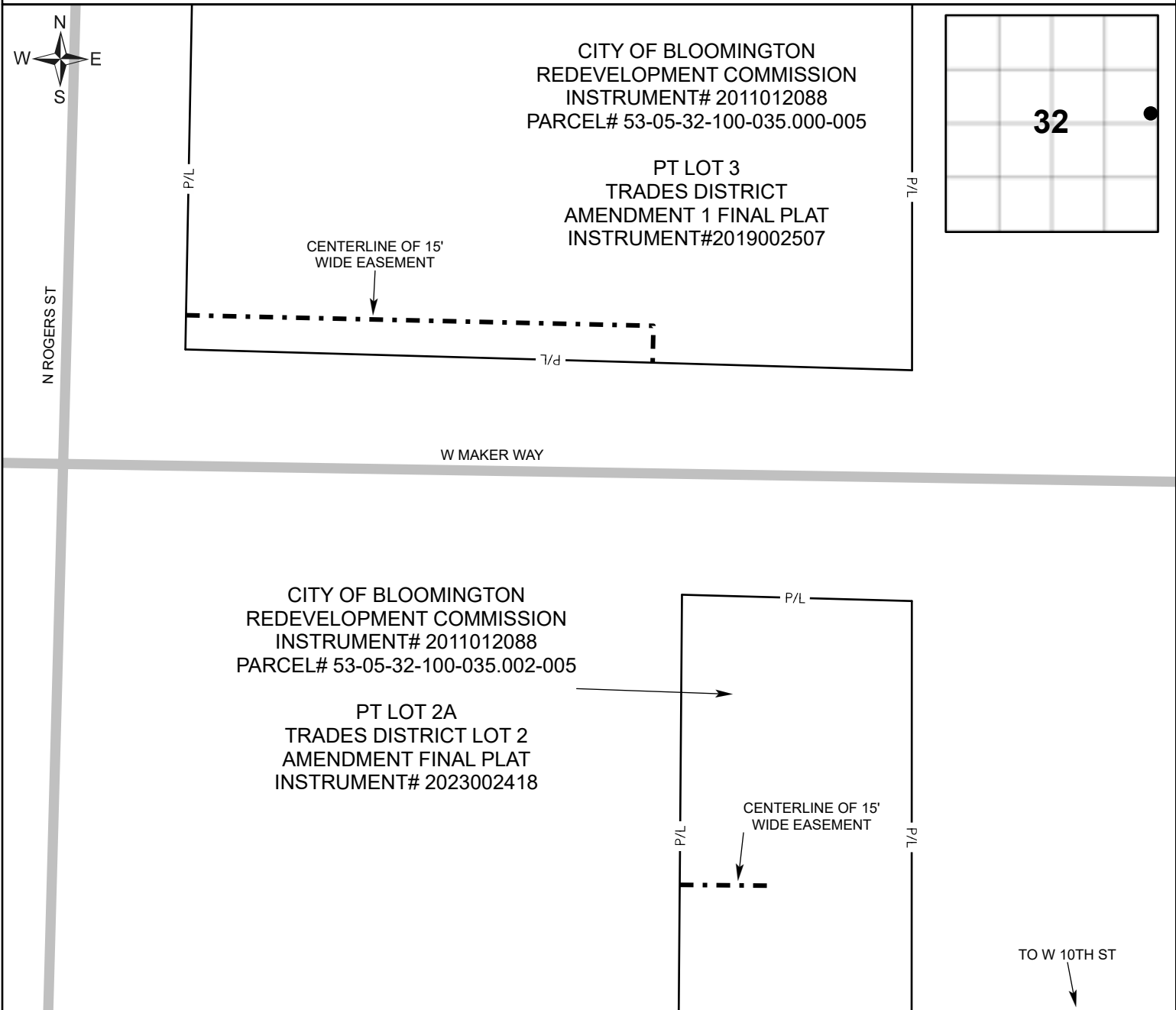
My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jamie Keil

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

MONROE COUNTY, INDIANA

SITE NAME: BLOOMINGTON TOWNSHIP, SECTION 32, TOWNSHIP 9N, RANGE 1W



DR. ORC	EXHIBIT MAP OF: EASEMENT	
CK. ORC	EXHIBIT MAP FOR: CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION	
DATE: 3/14/2024	LOCATION: 638 N ROGERS ST & 431 W MAKER WAY, BLOOMINGTON, IN	WO# 53021794-20

Area of Duke Easement for Transmission Line on Lot 3



(Easement shaded in red).