

AGENDA
REDEVELOPMENT COMMISSION
November 4, 2024 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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

<https://bloomington.zoom.us/j/86927003327?pwd=nfsLTGSQIHhFUaEA6iayhcaKtzYDKS.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 21, 2024
- III. EXAMINATION OF CLAIM REGISTERS** –November 8, 2024 for \$1,234,058.53
- IV. EXAMINATION OF PAYROLL REGISTERS** October 18, 2024 for \$43,223.47 and November 1, 2024 for \$43,223.53
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
 - F. CDFI Update
- VI. NEW BUSINESS**
 - A. **Resolution 24-78:** Approval of Conveyance Agreement with Alluinn IU Trades District Hotel LLC
 - B. **Resolution 24-79:** Approval of an Amended Engineering Contract for Hopewell West
- 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, October 21, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=13916>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Sue Sgambelluri, Laurie McRobbie and Randy Cassady

Commissioners Absent: Sam Fleener (MCCSC Representative)

City Staff Present: Christina Finley, Assistant Director, HAND; Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Roy Aten, Senior Project Manager, Engineering Department, Margie Rice, Corporation Counsel

Others Present: John Fernandez, Senior Vice-President, The Mill; Deb Kunce, J.S. Held; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Joe Davis, Resident

II. READING OF THE MINUTES – Randy Cassady moved to approve the October 7, 2024 minutes. John West seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – Laurie McRobbie moved to approve the claim registers for October 11, 2024, for \$1,123,704.34 and October 25, 2024 for \$1,351,064.41. John West seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – John West moved to approve the payroll register for October 4, 2024 for \$43,223.47. Sue Sgambelluri seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. Christina Finley was available to answer questions.

B. Legal Report. Larry Allen reported an update to Resolution 24-75. Staff solicited bids from three contractors. Two bids were received. Umphress Masonry was one of the contractors that bid and the other was unresponsive. Umphress initially stated they were going to withdraw their bid however they reversed course since the agreement was finalized, and became the lowest most responsive bidder. Resolution 24-75 is updated to reflect that change and a copy was distributed to the commissioners.

C. Treasurer’s Report: Jessica McClellan was available to answer questions.

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

E. Hopewell Update: Deb Kunce stated there is a public meeting update on Hopewell on October 23, at the John Waldron Arts Center at 5:30 pm. The submission deadline for public offering for blocks 9 and 10 has been extended to December 8.

VI. NEW BUSINESS

A. Resolution 24-73: Approval of Change Orders 1, 2, 3, and 4 for the B-Line Trail and Multiuse Path Project. Roy Aten stated that the project requires additional work for the removal of an underground water tank; the connection of additional storm pipe; the removal of a

drive entrance pipe; and additional rock excavation for a retaining wall. The additional work totals an additional amount not to exceed \$6,271.35. Change order 1 and 2 were approved by the Board of Public Works at the October 8, 2024 meeting. Change Order 3 and 4 are scheduled to be heard on October 22, 2024.

City staff answered questions from the commissioners.

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

Randy Cassady moved to approve Resolution 24-73. Laurie McRobbie seconded the motion. The motion passed unanimously.

- B. Resolution 24-74: Approval of Change Order Package 2 for 1st Street Reconstruction:** Roy Aten stated that this project requires additional work for the revision of maintenance of the traffic plan for 1st Street and College; additional pavement removal; additional signage; and construction changes in connection with a water main. Change order package 2 is for an additional amount not to exceed \$214,697.04. Aten pointed out a typo in the resolution. The total amount that is currently in the resolution is \$25,552.55 and should be amended to \$214,697.04.

Change order 2 was approved by the Board of Public Works on May 6, 2024 and change order 3 and 4 were approved on August 13, 2024. Change order 5 is scheduled to be heard on October 22, 2024.

Larry Allen recommended modifying this resolution to include language that RDC approval of any funding would be contingent upon the approval of the Board of Public Works.

City staff answered questions from the commissioners.

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

Laurie McRobbie moved to approve Resolution 24-74 with the amendments to change \$25,552.55 to \$214,697.04 and to include language that approval of funding would be contingent upon the approval of the Board of Public Works. Sue Sgambelluri seconded the motion. Randy Cassady voted no. The motion passed 4-1.

- C. Resolution 24-75: Agreement for Masonry Repairs at the Dimension Mill. Approval of Change Order Package 4 for Hopewell Phase 1 East.** Larry Allen stated that the RDC previously approved a lease modification and extension with the Dimension Mill that included masonry repair on the exterior of the Dimension Mill. City staff solicited bids from three contractors and Umphress Masonry, Inc., was the winning most responsive bidder. Staff have negotiated an agreement with Umphress Masonry, Inc., to perform the masonry work on the exterior of the Mill for an amount not to exceed \$147,000.

City staff answered questions from the commissioners.

Deborah Myerson asked for public comment. One public comment was received from Joe Davis regarding the urgency and need for the repairs at the Dimension Mill.

Randy Cassady moved to approve the amended Resolution 24-75 that was distributed at the meeting and discussed in the legal report. Sue Sgambelluri seconded the motion. John West voted no. The motion passed 4-1.

D. Resolution 24-76: Agreement for Painting at the Dimension Mill. Larry Allen stated that the RDC previously approved a lease agreement with Dimension Mill Inc., which included repainting the interior ceilings of the Dimension Mill. Staff Solicited bids from contractors to repaint the ceilings and choose Premier Painting LLC, as the most responsive bidder. Staff have negotiated an agreement with Premier Painting LLC for an amount not to exceed \$44,320.

City Staff answered questions from the commissioners.

Deborah Myerson asked for public comment. One public comment was received from Joe Davis regarding the need for painting the ceilings at the Dimension Mill.

John West moved to approve Resolution 24-76. Sue Sgambelluri seconded the motion. The motion passed unanimously.

E. Resolution 24-77: Approval of Funding for Appraisals for Real Property within the Allocation Areas for Possible Acquisition, Conveyance, and Redevelopment. Larry Allen stated that in most circumstances, the RDC must obtain two independent appraisals of fair market value for any property they either acquire or sell. Allen said we anticipate obtaining two appraisals immediately for convention center related property. Staff is requesting an amount not to exceed \$20,000 for appraisals of various parcels of property within the consolidated TIF.

City staff answered questions from the commissioners.

Deborah Myerson asked for public comment. One public comment was received from Joe Davis.

Sue Sgambelluri moved to approve Resolution 24-77. John West seconded the motion. The motion passed unanimously.

XI. OLD BUSINESS/GENERAL DISCUSSION

XII. ADJOURNMENT – John West moved to adjourn. Lauri McRobbie. The meeting adjourned at 6:25 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 11-08-2024 (\$1,234,058.53)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 10-26-2024 to 11-08-2024. 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.



Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 10-26-2024 to 11-08-2024, 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.

Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

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 53910 - Dues and Subscriptions										
748 - National Community Development Association	FY25-197Dues	15-Membership dues July 1, 2024-June 30, 2025	Paid by EFT # 62283		10/29/2024	10/29/2024	11/08/2024		11/08/2024	940.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$940.00</u>
							Program 150500 - Housing Totals		Invoice Transactions 1	<u>\$940.00</u>
Program 151000 - Neighborhood										
Account 53960 - Grants										
7903 - R. Pursell Custom Memorial (Pursell Monument)	1005	15-Neighborhood Improvement Grant-Prospect Hill-14 headstones	Paid by EFT # 62306		10/29/2024	10/29/2024	11/08/2024		11/08/2024	4,000.00
							Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$4,000.00</u>
							Program 151000 - Neighborhood Totals		Invoice Transactions 1	<u>\$4,000.00</u>
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13Y7-YWFN-WN46	15-File Folders for Barry, & Mouse for Christina F	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024		11/08/2024	49.55
6530 - Office Depot, INC	390703814001	15-Marker and paper	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	20.36
6530 - Office Depot, INC	387164072001	15-Sharpie, Card Stock paper, tape dispenser, stapler	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	182.85
6530 - Office Depot, INC	387164071001	15-(2) Stapler, (2) Calculator	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	65.12
6530 - Office Depot, INC	387164073001	15-Mouspad	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14.00
6530 - Office Depot, INC	389873499001	15-Pens, tape, markers, pen refills	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	74.26
							Account 52110 - Office Supplies Totals		Invoice Transactions 6	<u>\$406.14</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X10192024	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	245.75
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$245.75</u>
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-21501HAND	15-250 Business cards R. Council	Paid by EFT # 62275		10/29/2024	10/29/2024	11/08/2024		11/08/2024	76.25
							Account 53310 - Printing Totals		Invoice Transactions 1	<u>\$76.25</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

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 151600 - Title 16											
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691707	15-Legal Notice for BHQA 9-17 Meeting, Public Notice for Green A	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	39.00	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$39.00
Account 53990 - Other Services and Charges											
9148 - Office Easel LLC	117543A	15-Department Swag for Events (500) Vinyl stitckers	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024		11/08/2024	232.01	
9148 - Office Easel LLC	117598A	15-Department Swag for Events 3 sqft vinyl banner	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024		11/08/2024	24.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$256.01
									Program 151600 - Title 16 Totals	Invoice Transactions 11	\$1,023.15
Program 152000 - Historic Preservation											
Account 53320 - Advertising											
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691707	15-Legal Notice for BHQA 9-17 Meeting, Public Notice for Green A	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	35.50	
									Account 53320 - Advertising Totals	Invoice Transactions 1	\$35.50
Account 53960 - Grants											
9373 - Erin R Carter	6	15-Black Historical Tour Guide Research-10/15/24	Paid by EFT # 62187		10/29/2024	10/29/2024	11/08/2024		11/08/2024	675.00	
									Account 53960 - Grants Totals	Invoice Transactions 1	\$675.00
									Program 152000 - Historic Preservation Totals	Invoice Transactions 2	\$710.50
									Department 15 - HAND Totals	Invoice Transactions 15	\$6,673.65
									Fund 101 - General Fund (S0101) Totals	Invoice Transactions 15	\$6,673.65
Fund 153 - LIT -- Economic Development											
Department 15 - HAND											
Program 150000 - Main											
Account 53960 - Grants											
9520 - ESF Old Towne LLC	R101-DRAUGHN	15-Security deposit assistance 203 E 17th Street -A. Draughn	Paid by EFT # 62209		10/29/2024	10/29/2024	11/08/2024		11/08/2024	500.00	



Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
102 - Professional Contracting, LLC (Steve's Roofing)	5433	15-Roofing removal/replacement-Mueller Pkway #82-Viera Roof Proj	Paid by EFT # 62305		10/29/2024	10/29/2024	11/08/2024		11/08/2024	9,400.00
5900 - VET Environmental Engineering, LLC	7941	15-Environmental Cleanup, 347 S Maple Street 10/16/24	Paid by EFT # 62351		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14,400.00
							Account 53960 - Grants Totals	Invoice Transactions 3		<u>\$24,300.00</u>
							Program 150000 - Main Totals	Invoice Transactions 3		<u>\$24,300.00</u>
							Department 15 - HAND Totals	Invoice Transactions 3		<u>\$24,300.00</u>
							Fund 153 - LIT – Economic Development Totals	Invoice Transactions 3		<u>\$24,300.00</u>
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-102424	15-CDBG-EHR-1600 N Willis, #63-Shields-install skirting/elect,pl	Paid by EFT # 550		10/29/2024	10/29/2024	11/08/2024		11/08/2024	5,038.00
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$5,038.00</u>
							Program 150000 - Main Totals	Invoice Transactions 1		<u>\$5,038.00</u>
							Department 15 - HAND Totals	Invoice Transactions 1		<u>\$5,038.00</u>
							Fund 250 - CDBG Totals	Invoice Transactions 1		<u>\$5,038.00</u>
Fund 408 - Unsafe Housing										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9235 - B&L Hazard Eco-Clean LLC (Bio One of Bloomington)	I375323	15-Abatement, 304 N Hopewell-Cleanup-8/28/24	Paid by EFT # 62154		10/29/2024	10/29/2024	11/08/2024		11/08/2024	350.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$350.00</u>
							Program 150000 - Main Totals	Invoice Transactions 1		<u>\$350.00</u>
							Department 15 - HAND Totals	Invoice Transactions 1		<u>\$350.00</u>
							Fund 408 - Unsafe Housing Totals	Invoice Transactions 1		<u>\$350.00</u>
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	241588	15-Hopewell West - Jackson Street 08/31/24-09/27/24	Paid by EFT # 62196		10/29/2024	10/29/2024	11/08/2024		11/08/2024	35,461.20



Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

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										
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00017	15-1st Street Reconstruction-CE 08/26/24-09/29/24	Paid by EFT # 62226		10/29/2024	10/29/2024	11/08/2024		11/08/2024	60,575.88
8809 - U3 Advisors, INC	4028-024-009	15-Project Management-development of Hopewell - Sept 2024	Paid by EFT # 62348		10/29/2024	10/29/2024	11/08/2024		11/08/2024	10,686.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	\$106,723.08
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 3	\$106,723.08
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
512 - 7th & Walnut , LLC	PROPTAX-FALL24	06-Walnut St Garage-Fall 2023 Taxes Paid in 2024	Paid by EFT # 62137		10/29/2024	10/29/2024	11/08/2024		11/08/2024	40,716.12
3885 - Building Associates, INC	BLDAS-TECHCTR-12	04-Trades District Tech Center-App 12 (Inv #14997)	Paid by EFT # 62179		10/29/2024	10/29/2024	11/08/2024		11/08/2024	943,223.46
6714 - Dimension Mill, INC	2027	04-Technology Center Agreement Q4 2024	Paid by EFT # 62202		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50,000.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-12	04-Trades District Tech Ctr-Bldg Assoc-App #12	Paid by Check # 79284		10/29/2024	10/29/2024	11/08/2024		11/08/2024	49,643.34
11272 - Patriot Engineering And Enviromental, INC	141162	04-Inspection Mat Testing servi-Trades District thru 09/30/24	Paid by EFT # 62295		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,532.25
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 5	\$1,085,115.17
							Program 159002 - Downtown Area Totals		Invoice Transactions 5	\$1,085,115.17
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5409 - VS Engineering, INC	462825	15-17th Street WEST Construction Inspection ending 09/30/24	Paid by EFT # 62353		10/29/2024	10/29/2024	11/08/2024		11/08/2024	3,369.82
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$3,369.82
							Program 159006 - West 17th Street Area Totals		Invoice Transactions 1	\$3,369.82
							Department 15 - HAND Totals		Invoice Transactions 9	\$1,195,208.07
							Fund 439 - Consolidated TIF Totals		Invoice Transactions 9	\$1,195,208.07



Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

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										
6378 - ANN-KRISS, LLC	72160-10924	04-Mill masonry repair for water coming through wall	Paid by EFT # 62148		10/29/2024	10/29/2024	11/08/2024		11/08/2024	788.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000519	15-Lawncare -RDC owned Properties September 2024	Paid by EFT # 62178		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,175.00
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691792	15-Legal Public Notice_Hopewell Order #10593268	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	200.64
2260 - Republic Services, INC	0694-003531404	06-Trash serv-College Sq-222 S. College-Nov 2024, overage 10/16	Paid by EFT # 62133		10/30/2024	10/30/2024	10/30/2024		10/30/2024	229.79
208 - City Of Bloomington Utilities	4995-004 0924	15-627 N Morton Street-water/sewer bill September 2024	Paid by Check # 79264		10/30/2024	10/30/2024	10/30/2024		10/30/2024	65.37
223 - Duke Energy	9101205760681024	15-Trades Dristict-Outdoor Lighting-elec chgs 9/17-10/16/24	Paid by Check # 79267		10/30/2024	10/30/2024	10/30/2024		10/30/2024	30.01
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	<u>\$2,488.81</u>
							Program 150000 - Main Totals		Invoice Transactions 6	<u>\$2,488.81</u>
							Department 15 - HAND Totals		Invoice Transactions 6	<u>\$2,488.81</u>
							Fund 444 - RDC Totals		Invoice Transactions 6	<u>\$2,488.81</u>
							Grand Totals		Invoice Transactions 35	<u>\$1,234,058.53</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/08/24	Claims				\$1,234,058.53
					<u><u>\$1,234,058.53</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,234,058.53

Dated this 1st day of Nov. year of 2024.

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

Fiscal Office Cheryl M. Wiland



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

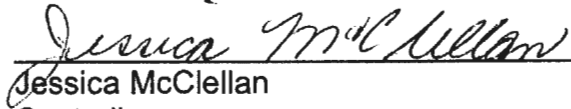
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: October 18, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 09/30/2024 to 10/13/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/18/24 - 10/18/24
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	10/18/2024	2,277.42		.00	200.26	138.85	32.47	67.86	42.75	178.23	1,617.00
			.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	\$138.85	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.00
10000 Bixler, Daniel R 2594	10/18/2024	1,705.69		.00	128.81	95.73	22.39	48.63	30.64	191.83	1,187.66
			.00	.00	1,543.96	1,543.96	1,543.96	1,543.96	1,543.96		
		\$1,705.69	\$0.00	\$0.00	\$128.81	\$95.73	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.66
2972 Caswell, Tammy M	10/18/2024	2,134.61		.00	158.52	130.92	30.62	67.72	45.08	80.70	1,621.05
			.00	.00	2,096.60	2,111.60	2,111.60	2,096.60	2,096.60		
		\$2,134.61	\$0.00	\$0.00	\$158.52	\$130.92	\$30.62	\$67.72	\$45.08	\$80.70	\$1,621.05
10000 Collins, Barry 0111	10/18/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
2771 Council, David R	10/18/2024	1,742.81		.00	73.66	88.88	20.78	42.80	26.97	400.90	1,088.82
			.00	.00	1,363.55	1,433.55	1,433.55	1,363.55	1,363.55		
		\$1,742.81	\$0.00	\$0.00	\$73.66	\$88.88	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.82
3232 Davis, Rebecca D	10/18/2024	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	10/18/2024	3,403.84		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.34
			.00	.00	3,400.34	3,410.34	3,410.34	3,400.34	3,400.34		
		\$3,403.84	\$0.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.34
2393 Hayes, Chastina J	10/18/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
3496 Hershman, Felicia J	10/18/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
			\$0.00	\$0.00	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/18/24 - 10/18/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hewett, John H 0251	10/18/2024	2,311.87		.00	197.45	130.25	30.46	63.00	39.69	454.02	1,397.00
			.00	.00	1,950.57	2,100.57	2,100.57	1,950.57	1,950.57		
		\$2,311.87	\$0.00	\$0.00	\$197.45	\$130.25	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.00
3183 Hyten LaFontaine, Stephanie L	10/18/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	10/18/2024	4,507.15		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15	\$0.00	\$0.00	\$282.96	\$264.79	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	10/18/2024	1,896.31		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.51
			.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	\$117.57	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.51
2557 Radewan, Tonda L	10/18/2024	1,672.00		.00	.00	94.57	22.12	48.03	30.26	146.70	1,330.32
			.00	.00	1,525.30	1,525.30	1,525.30	1,525.30	1,525.30		
		\$1,672.00	\$0.00	\$0.00	\$0.00	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,330.32
1378 Sandweiss, Noah S	10/18/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
10000 Stong, Mary J 0471	10/18/2024	2,019.80		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.20	1,830.20	1,830.20	1,805.20	1,805.20		
		\$2,019.80	\$0.00	\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	10/18/2024	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	10/18/2024	2,210.12		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.99
			.00	.00	2,060.19	2,060.19	2,060.19	2,060.19	2,060.19		
		\$2,210.12	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.99
			\$0.00	\$0.00	\$2,060.19	\$2,060.19	\$2,060.19	\$2,060.19	\$2,060.19		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/18/24 - 10/18/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	10/18/2024	2,082.98		.00	113.03	129.14	30.21	60.82	38.32	224.25	1,487.21
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98		\$0.00	\$113.03	\$129.14	\$30.21	\$60.82	\$38.32	\$224.25	\$1,487.21
728 Wright, Edward E	10/18/2024	1,701.00		\$0.00	151.07	96.97	22.67	50.52	27.37	167.00	1,185.40
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.67	\$50.52	\$27.37	\$167.00	\$1,185.40
HAND - Housing & Neighborhood Dev		\$43,223.47		\$0.00	\$3,537.81	\$2,561.19	\$598.98	\$1,281.54	\$795.50	\$3,926.27	\$30,522.18
			\$0.00	\$0.00	\$39,983.11	\$41,309.11	\$41,309.11	\$39,983.11	\$39,983.11		
Grand Totals		\$43,223.47		\$0.00	\$3,537.81	\$2,561.19	\$598.98	\$1,281.54	\$795.50	\$3,926.27	\$30,522.18
			\$0.00	\$0.00	\$39,983.11	\$41,309.11	\$41,309.11	\$39,983.11	\$39,983.11		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/18/2024	Payroll				43,223.47
					<u>43,223.47</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 43,223.47

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 _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**


CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: November 1, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 10/14/2024 to 10/27/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/01/24 - 11/01/24
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	11/01/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	11/01/2024	1,705.69	\$0.00	.00	128.81	95.73	22.38	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.96	1,543.96	1,543.96	1,543.96	1,543.96		
		\$1,705.69	\$0.00	\$0.00	\$128.81	\$95.73	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.67
2972 Caswell, Tammy M	11/01/2024	2,134.62	\$0.00	.00	158.52	130.92	30.62	67.72	45.08	80.70	1,621.06
			.00	.00	2,096.61	2,111.61	2,111.61	2,096.61	2,096.61		
		\$2,134.62	\$0.00	\$0.00	\$158.52	\$130.92	\$30.62	\$67.72	\$45.08	\$80.70	\$1,621.06
10000 Collins, Barry 0111	11/01/2024	1,250.00	\$0.00	.00	192.31	77.50	18.12	40.38	21.88	.00	899.81
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.12	\$40.38	\$21.88	\$0.00	\$899.81
2771 Council, David R	11/01/2024	1,742.80	\$0.00	.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.80
3232 Davis, Rebecca D	11/01/2024	1,857.70	\$0.00	.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.56
			.00	.00	1,756.55	1,792.55	1,792.55	1,756.55	1,756.55		
		\$1,857.70	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.56
10000 Finley, Christina L 0187	11/01/2024	3,403.85	\$0.00	.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
		\$3,403.85	\$0.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
2393 Hayes, Chastina J	11/01/2024	1,899.69	\$0.00	.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
3496 Hershman, Felicia J	11/01/2024	1,730.77	\$0.00	.00	124.31	102.52	23.97	53.41	33.65	99.91	1,293.00
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.97	\$53.41	\$33.65	\$99.91	\$1,293.00
			\$0.00	\$0.00	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/01/24 - 11/01/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hewett, John H 0251	11/01/2024	2,311.86		.00	197.45	130.22	30.45	63.00	39.69	454.02	1,397.03
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86	\$0.00	\$0.00	\$197.45	\$130.22	\$30.45	\$63.00	\$39.69	\$454.02	\$1,397.03
3183 Hyten LaFontaine, Stephanie L	11/01/2024	2,301.93		.00	155.94	139.79	32.70	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.66	2,254.66	2,254.66	1,604.66	1,604.66		
		\$2,301.93	\$0.00	\$0.00	\$155.94	\$139.79	\$32.70	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	11/01/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
		\$4,507.16	\$0.00	\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	11/01/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31	\$0.00	\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
2557 Radewan, Tonda L	11/01/2024	1,672.01		.00	.00	94.57	22.11	48.03	30.26	146.70	1,330.34
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01	\$0.00	\$0.00	\$0.00	\$94.57	\$22.11	\$48.03	\$30.26	\$146.70	\$1,330.34
1378 Sandweiss, Noah S	11/01/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
10000 Stong, Mary J 0471	11/01/2024	2,019.81		.00	180.01	113.48	26.54	58.31	36.74	350.24	1,254.49
			.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	\$113.48	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	11/01/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	11/01/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/01/24 - 11/01/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	11/01/2024	2,082.98		.00	113.03	129.15	30.20	60.82	38.32	224.25	1,487.21
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98		\$0.00	\$113.03	\$129.15	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.21
728 Wright, Edward E	11/01/2024	1,701.01	\$0.00	\$0.00	\$1,882.98	\$2,082.98	\$2,082.98	\$1,882.98	\$1,882.98	167.00	1,185.40
			.00	.00	151.07	96.97	22.68	50.52	27.37		
					1,564.02	1,564.02	1,564.02	1,564.02	1,564.02		
		\$1,701.01		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.40
			\$0.00	\$0.00	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02		
HAND - Housing & Neighborhood Dev		\$43,223.53		\$0.00	\$3,537.81	\$2,561.17	\$598.97	\$1,281.54	\$795.50	\$3,926.27	\$30,522.27
			\$0.00	\$0.00	\$39,983.17	\$41,309.17	\$41,309.17	\$39,983.17	\$39,983.17		
Grand Totals		\$43,223.53		\$0.00	\$3,537.81	\$2,561.17	\$598.97	\$1,281.54	\$795.50	\$3,926.27	\$30,522.27
			\$0.00	\$0.00	\$39,983.17	\$41,309.17	\$41,309.17	\$39,983.17	\$39,983.17		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/1/2024	Payroll				43,223.53
					<u>43,223.53</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 43,223.53**

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 _____

TIF Project Status Report

As of 11/1/2024

Downtown TIF

Project Name
Hopewell/ Hospital Reuse

Project update: TIF funding 1st Street Reconstruction, Hopewell East, Hopewell South Demolition. TIF Uncommitted for Hopewell West (Remaining Infrastructure), Hopewell South Infrastructure and Parking Garage. TIF Uncommitted environmental remediation.

Fund Commitment	Expended	Remaining Balance
\$28,981,628.66	\$20,861,408.28	\$8,120,220.38

Estimated date of completion: 2028

Project Name
Trades District Total/ Dimension Mill

Painting and Masonry Repairs

Fund Commitment	Expended	Remaining Balance
\$208,225.00	\$0.00	\$208,225.00

Estimated date of completion:

Project Name
Technology Center/The Forge

Project update: John Fernandez and Jane Kupersmith project managers. Funded by Consolidated TIF, CRED, READI Grant.

Fund Commitment	Expended	Remaining Balance
\$5,898,917.00	\$0.00	\$5,898,917.00

Estimated date of completion:

Project Name		
Bline Trail Extension & Multi Use Path		

Project update: Partially Federally funded project.

Fund Commitment	Expended	Remaining Balance
\$1,750,175.21	\$1,610,155.70	\$140,019.51

Estimated date of completion: 2026

Kinser Prow TIF

Project Name		
Griffy Dam Trail		

Project Complete.

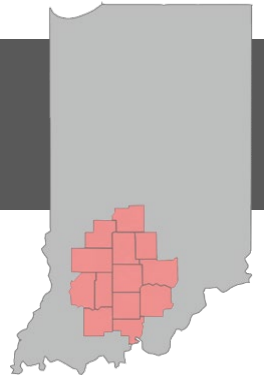
Fund Commitment	Expended	Remaining Balance
\$344,885.00	\$344,885.00	\$0.00

Fund Balance				
	Beginning Balance	Receipts	Disbursements	Ending Balance
439 Consolidated TIF	\$ 27,305,255	\$ 11,671,390	\$ 23,570,019	\$ 15,406,626
446 Kinser Prow TIF	\$ 688,539	\$ 70,292	\$ 158,166	\$ 600,665

CDFI
FRIENDLY
BLOOMINGTON

We are a community development organization working with CDFIs to deliver flexible & affordable financing for projects in Bloomington and the Indiana Uplands.

What is CDFI Friendly Bloomington?



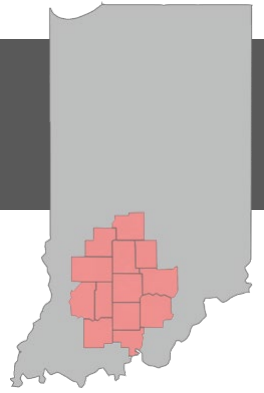
1. Community Development Financial Institution(s)

→ CDFIs are mission-based community development lenders that are 100% dedicated to delivering responsible, affordable lending to help low-income, low-wealth and other “underbanked” or disadvantaged people and communities.

2. What the “Friendly” Means

→ Our organization, **the first in the country**, was started in 2018 with a mission to bring more community development investment to Bloomington and Monroe County. There are now five “CDFI Friendlies”. We are not a direct-lending organization. We help match projects with financing.

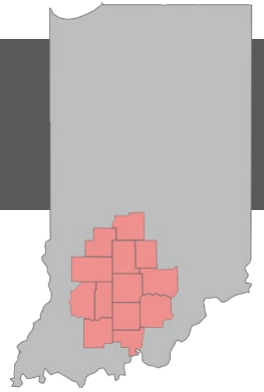
Our “Why”



- Increase investment from this sector of financing in our 13-county region to add affordable housing units, expand small business and increase access to daycare.
 - ◆ Average per capita investment from CDFIs across the country: **\$714**
 - ◆ Average in our region 2000-2020: **\$22**
 - ◆ Our region received just **1.4%** of the CDFI investment in our state during this time, and we are **7%** of the state’s population.

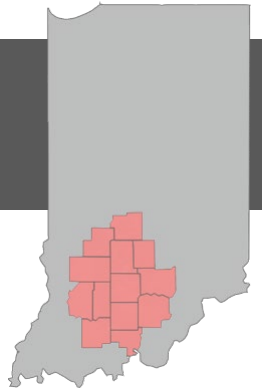
- **Help communities get their projects done.**

Our Work in 2024



- **Implementing** a \$500,000 EPA Brownfield Assessment Grant for our region to encourage redevelopment & environmental stewardship.
- **Applying** for CDFI certification from the US Treasury's CDFI Fund to increase access to capital for our region.
- **Building** relationships with new community stakeholders and CDFIs from across the country to increase project opportunities.
- **Working** on projects in affordable housing, small business expansion and increased daycare access to help drive regional community and economic development.

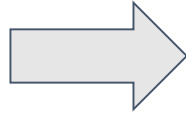
Our Impact So Far



- Since we started activity, CDFI Friendly Bloomington (CFB) has helped attract **more than \$25M in CDFI investment to our region**, with total projects costs at nearly \$57M.
 - ◆ From our loan enhancement fund, CDFI Friendly has invested nearly \$900,000 in housing projects in Bloomington.
 - ◆ **70% of these investments (\$626,500), came from RDC funds.**
- CFB's work so far has resulted in the creation or retention of more than **370 units of affordable housing**, as well as supporting 17 jobs and entrepreneurs.

CDFI Friendly Bloomington (CFB)

Bloomington's newest cooperative housing development with Avalon Community Land Trust will soon be located on the westside - funded by CFB, a CDFI and the City of Bloomington!



Thank you for your support!

John Zody, Executive Director

john@cdfifriendlybtown.org

812.320.9003

24-78
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONVEYANCE AGREEMENT WITH ALLUINN IU TRADES DISTRICT
HOTEL LLC 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, in Resolution 24-40, approved a letter of intent with Alluinn IU & Pure Development, Inc.; and
- WHEREAS, staff have negotiated a conveyance agreement with Alluinn to purchase Tract 3 (“Real Estate”) for \$1,200,000, a copy of which is attached to this Resolution as Exhibit A (“Conveyance Agreement”).

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 RDC approves of the Conveyance Agreement, attached to this Resolution as Exhibit A, and authorized RDC President Deborah Myerson to sign on its behalf.
3. The RDC further authorizes its President, Deborah Myerson, her successor, or her assign to sign any necessary closing documents on the RDC’s behalf.
4. This approval shall not be interpreted as satisfaction of any of the other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

REAL ESTATE CONVEYANCE AND PROJECT AGREEMENT

This Real Estate Conveyance and Project Agreement (“Agreement”) is entered into this _____ day of October, 2024, by and between the City of Bloomington Redevelopment Commission (“RDC”), Alluinn IU Trades District Hotel LLC, an Illinois limited liability company (“Alluinn IU”), and Pure Development, Inc., an [Indiana] corporation (“Pure” and together with Alluinn IU, the “Developer”).

RECITALS

1. The RDC owns real property and improvements (hereinafter referred to as “Real Estate”) in Monroe County, Indiana, which is more particularly depicted in Exhibit A and described as follows:
 - 477 W. Maker Way, Bloomington, Indiana 47404
 - Parcel No. 53-05-32-100-035.001-005
 - Legal Description: 013-62690-01 Trades District Amendment 1 Lot 1
 - 422 W 10th Street, Bloomington, Indiana 47404
 - Parcel Nos. 53-05-32-100-035.012-000
 - Legal Description: 013-62690-12 Trades District Lot 2 Amendment Lot 2B-1
 - 617 N Madison Street, Bloomington, Indiana 47404
 - Parcel No. 53-05-33-200-013.012-005
 - Legal Description: 013-76470-12 Trades District Lot 2 Amendment Lot 2B-2
2. The Developer desires to acquire the Real Estate in order to develop and construct a new boutique hotel within the Trades District (the “Hotel”).
3. The parties entered into a Letter of Intent memorializing the proposed terms of the development on April 30, 2024.
4. Pursuant to Indiana Code Section 36-7-14-22, the RDC desires to convey the Real Estate to the Developer and, pursuant to its governing authority, the Developer desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

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

TERMS AND CONDITIONS

1. **Agreement to Convey and Purchase Price:** The RDC agrees to convey the Real Estate to the Developer for One Million Two Hundred Thousand Dollars (\$1,200,000.00) and for other valuable consideration described in this Agreement (“Purchase Price”). The Developer agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by the Developer to RDC in accordance with Section 1(B) below, in immediately available cash proceeds.

- A. **Earnest Money Deposit.** In the event Developer does not provide the Due Diligence Termination Notice on or before the last day of the Initial Feasibility Period, then the Developer shall deposit with Title Plus! located at 328 S. Walnut Street, Suite 3, Bloomington, IN 47401 (the "Escrow Agent") an amount equal to Fifty Thousand Dollars (\$50,000.00) (the "Earnest Money Deposit"), which shall become nonrefundable to the extent that the Developer has not terminated this Agreement and will be applied against the Purchase Price.
- B. **Payments.** The Developer shall pay the balance of the Purchase Price less the Earnest Money Deposit in four quarterly installments of \$287,500 each. The first quarterly payment shall be due on the 1st day of the month (or if such 1st day is not a Business Day, the immediately succeeding next Business Day) commencing with the first calendar quarter ending after the 18-month anniversary of the opening of the Hotel. Failure by the Developer to make a timely payment within five (5) business days after notice of such failure, shall incur a late charge of 5% of the amount of the payment due (but in no event greater than the maximum amount permitted by applicable law). This fee shall be added to the balance for each quarter that an individual payment remains unpaid. "Business Day" shall mean a day other than (i) a Saturday or Sunday, (ii) any day on which banking institutions are authorized or required by law, executive order of governmental decree to be closed in the State of Indiana or (iii) any day on which the U.S. Federal Reserve System is closed.
2. **Closing:** The purchase, sale and transfer of the Real Estate shall be closed within thirty (30) days following the expiration of the Initial Feasibility Period or the Developer's waiver of the Conditions Precedent, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase, sale and transfer of the Real Estate shall be closed at an exact time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase, sale and transfer of the Real Estate as contemplated hereby is referred to herein, respectively, as the "Closing Date" and the "Closing."
3. **Conditions Precedent to Closing:** The Developer's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent ("Conditions Precedent"):
- A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to the Developer's free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:
- (1) current real estate taxes not yet due and payable; and
 - (2) such other leases, liens, rights, and encumbrances as may be approved in writing by the Developer (collectively, "Permitted Exceptions").

As evidence of such title, RDC shall, at the RDC's sole cost and expense, obtain and deliver to the Developer, as soon as practicable after the date hereof, but in no event more than **twenty-one (21)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase

Price that upon delivery of a general warranty deed from RDC to the Developer, the Developer shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by the Developer, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from the Developer, or are not waived by the Developer in writing, this Agreement shall terminate and neither party shall have any further obligation hereunder and the Earnest Money Deposit shall be promptly returned to the Developer. RDC shall cause the final owner's policy of title insurance to be delivered to Developer within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be shared by the Developer and the RDC in equal amounts.

- B. Feasibility Period.** The Developer shall have **one hundred and twenty (120)** days after execution of this Agreement (“Initial Feasibility Period”) to determine whether the Real Estate is suitable, in the Developer’s sole discretion, for the Developer’s Intended Use as defined below (“Initial Feasibility Period”); provided, however, the Developer may extend the Initial Feasibility Period for an additional **thirty (30)** days by providing the RDC with written notice on or before the expiration of the original one hundred and twenty (120) day Initial Feasibility Period. If additional time is required, Developer may request an additional **thirty (30)** days extension. If the Developer, in its sole and absolute discretion, is not satisfied with the results of its due diligence review, the Developer shall have the right, on notice to RDC, to terminate this Agreement at any time prior to the expiration of the Initial Feasibility Period (“Due Diligence Termination Notice”). If the Developer shall timely deliver the Due Diligence Termination Notice, then this Agreement shall be deemed terminated and of no further effect, and the Parties shall not have any further rights or obligations under or by reason of this Agreement. During the Initial Feasibility Period, the Developer may pursue examination of all matters relating to the Real Estate and its suitability for the Intended Use, including but not limited to the following:
- i. **Survey.** The Developer may, at the Developer’s sole cost and expense, cause a staked survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to the Developer in all respects. Any such Survey shall be ordered by the Developer promptly following the Effective Date. Any objection to the results of the Survey shall be communicated to RDC before the expiration of the Initial Feasibility Period. Notwithstanding anything in the Agreement to the contrary, if any objections raised by the Developer are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from the Developer, or are not waived in writing by the Developer, this Agreement shall terminate and neither party shall have any further obligation hereunder.
 - ii. **Condition of Real Estate and Assessments.** The RDC shall within thirty (30) days after the Effective Date send any appraisals, environmental reports or studies in its possession to the Developer. Additionally, the RDC shall deliver an updated Phase I environmental assessment of the Real Estate (“Updated Phase I”) within thirty (30) days after the Effective Date. If recommended in the Updated Phase I, the RDC shall deliver an updated Phase II environmental assessment (“Updated Phase II”) within thirty (30) days of receiving recommendation for Updated Phase II. The Developer

may inspect the property and obtain additional environmental site assessments, at the Developer's sole expense, it deems necessary.

- iii. **Government and Land Use Approvals** The Developer, at its expense, shall secure zoning, building plan, and any such other governmental approval and permits as may be required for the Developer to utilize the Real Estate for the Developer's Intended Use (collectively "Approvals"). Developer shall be solely responsible for obtaining any necessary alcohol permit at its sole expense. The absence of an alcohol permit shall not delay or impede the Closing. Upon request, RDC agrees to provide reasonable assistance to the Developer in obtaining any Approvals and alcohol permits.
- iv. **Financing.** The Developer may secure a commitment from one or more financial institutions in order to purchase the Real Estate and to develop the Hotel, as well as any ancillary costs and expenses associated therewith, in an amount and terms acceptable to Developer, in its sole discretion.
- v. **Economic Incentives.** The Developer may pursue to Developer's satisfaction available federal, state, and local economic incentives to help offset the development costs of the Real Estate and the Hotel. This transaction is not contingent upon the Developer's receiving any form of economic incentives from the City of Bloomington or the RDC, such as tax abatement, tax increment financing, etc. Negotiations will be the Developer's responsibility, and are not guaranteed by the RDC, although the RDC will cooperate with Developer if a request for such economic incentives is pursued.
- vi. **Parking.** The Developer may secure necessary parking for the number of rooms planned in the Hotel development within the Trades District Garage by purchasing individual monthly passes at market rate prices. The Developer may secure these individual permits at market rates within the Trades District Garage through the City's Parking Services Department. The RDC shall not enter into any restrictive agreement for parking within the Trades District Parking Garage as long as there are outstanding tax-exempt, public revenue bonds on the garage.

To the extent that the Developer does not terminate this Agreement during the Initial Feasibility Period, the Initial Earnest Money Deposit shall be deemed non-refundable at the end of the Initial Feasibility Period except to the extent the Developer subsequently terminates this Agreement due to a breach by the RDC of any of its representations or warranties set forth herein or as a result of the non-fulfillment of any of the Condition Precedents. The Initial Earnest Money Deposit shall be paid and disbursed to the RDC as contribution toward the Purchase Price at Closing unless refunded to the Developer as set forth in this Agreement. To the extent that the Developer does terminate this Agreement during the Initial Feasibility Period or due to a breach by the RDC of any of its representations or warranties set forth herein or as a result of the non-fulfillment of any of the Condition Precedents, RDC shall reimburse any expenses incurred by the Developer in connection with this Section 3(B).

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

A) Development Schedule. The Developer agrees to begin development of the Hotel within **nine (9) months from the Closing Date**, except due to circumstances beyond the Developer's control, which includes, without limitation, obtaining required

permits; provided, however, the Developer may also extend such nine (9) month period for an additional thirty (30) days for circumstances within the Developer's control by providing the RDC with written notice prior to the expiration of the initial nine (9) month period. The Hotel shall be substantially completed within 24 months after Developer begins development, except due to circumstances beyond the Developer's control.

- B. **Use Period.** The Developer shall operate 100% of the Real Estate as non-residential space except by mutual written agreement between the Developer and the RDC.
- C. **Intended Use.** The Developer intends to use the Real Estate as a Hotel ("Intended Use"). The Developer and its partners shall issue a request for proposals to find a third-party operator that will manage and operate the Hotel. Brand selection for the Hotel shall focus on securing a soft brand to bring unique character and programming of the Hotel to the Trades District, but maintain known and extension brand reservation systems, such as but not limited to Tribute by Marriott or Hotel Indigo by IHG Hotels and Resorts. The Developer shall retain sole discretion in the ultimate selection of the third-party operator. The Intended Use and permitted uses under this Agreement do not include residential use.
- D. **Amenities.** The developed Hotel must include a full-service restaurant; at least one full-service bar, which may be incorporated into the Hotel restaurant; and one or more meeting rooms. The design of the Hotel shall explore, but is not required to have, an option for a separate, roof-top bar.

5. **Transfer Back to RDC:** As part of the consideration for this conveyance, the Developer and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Agreement. If Developer fails to begin development of the real estate for the Intended Use detailed in Article 4C within two (2) years of the Closing Date, the Real Estate shall be immediately conveyed back to the RDC.

If at any time within five (5) years after the Closing Date, the Developer otherwise materially fails to comply with the Retention Requirements, as defined by Section 4, above, and such breach continues for ninety (90) days after written notice from the RDC, then the Real Estate herein conveyed together with any improvements may, at the sole option of the RDC, be purchased by the RDC as defined below.

If RDC executes its option to purchase the Real Estate under this Section, the RDC shall purchase the Real Estate for the Purchase Price paid by the Developer for the Real Estate and the Fair Market Value ("FMV") of any improvements since added to the Real Estate. The FMV of the improvements shall be determined by two (2) independent appraisers in a certified appraisal report based on the market value of the real estate, improvements and leaseholds, then in effect, employing methodologies that include, minimally, comparative analysis, income approach, and cost analysis. All appraisers shall be MAI certified and licensed in the State of Indiana and specifically experienced in valuation of commercial and investment property. The RDC shall pay all of the costs and expenses of the conveyance and of the appraisal(s) that may arise under the terms of this Section.

This Section 5 shall survive the Closing and remain in effect for a period of five (5) years from the Closing Date.

6. **Limited Warranty Deed and Other Documents:** The RDC agrees to deliver a limited warranty deed to the Developer at Closing. The RDC and the Developer also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.

A. **As-Is, Where Is and No Warranty or Other Representation.** The Developer understands and acknowledges that, upon the Closing, the Real Estate shall be transferred by the RDC “as is, where is, and with all faults” and, other than the express representations made by the RDC in this Agreement, the RDC makes no other representations or warranties regarding the Real Estate, its feasibility for the Developer’s Intended Use, or condition of the Real Estate. The Developer relies solely on its own evaluation and determination regarding matters relating to the Real Estate.

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

7. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and the Developer.

8. **Closing Adjustments and Prorations:**

A. **Taxes:** The RDC acknowledges that the Real Estate is currently exempt from property taxation. The Developer shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to the Developer.

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

C. **Insurance Contracts:** All insurance maintained by the RDC in respect of the Real Estate, if any, shall be canceled as of the Closing Date.

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

9. **Covenants and Assurances:**

A. The RDC and the Developer acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any

and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.

- B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing.
- C. There are no mechanic's or materialmen's liens against the Real Estate, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Real Estate in respect of which liens may or could be filed against the Real Estate.
- D. The Developer shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to the Developer.
- E. This Agreement constitutes the sole and only agreement between the RDC and the Developer and supersedes any prior understanding or written or oral agreements between the RDC and the Developer respecting the transaction.
- F. This Agreement shall be construed according to the laws of the State of Indiana.

10. **Default:** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached as of the Closing Date, then the non-breaching party may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover reasonable attorneys' fees incurred in connection with any such action.

11. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing, sent by registered or certified mail, return receipt requested, in each case, addressed appropriately as follows:

If to Alluinn IU: Alluinn IU Trades District Hotel LLC
 ATTN: Charles Whittaker
 456 W Frontage Road, Suite 103
 Northfield, IL 60093

If to Pure : _____

If to RDC: The Redevelopment Commission of Bloomington, Indiana
 Attn.: Larry Allen
 City of Bloomington Legal Department
 401 N. Morton St, Ste. 220
 Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

12. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the Developer to an LLC created by Alluinn IU and Pure.
13. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed.
14. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
15. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties intend that faxed signatures or electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties
17. **Modification.** This Agreement may not be changed or modified except by an agreement in writing signed by the parties hereto.
18. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
19. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between the RDC and the Developer with respect to the Real Estate and the transaction contemplated herein.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC, Pure, Alluinn IU [and the City of Bloomington] have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

**ALLUINN IU TRADES DISTRICT HOTEL
LLC**

By: _____
President

By: _____
Charles Whittaker

Date: _____

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

PURE DEVELOPMENT, INC.

By: _____

Date: _____

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

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

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

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for the State of Illinois, personally appeared _____, on behalf of Alluinn IU Trades District Hotel LLC and executed the foregoing Real Estate Conveyance and Project Agreement this _____ day of _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, on behalf of Pure Development, Inc. and executed the foregoing Real Estate Conveyance and Project Agreement this _____ day of _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT A

24-79
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AN AMENDED ENGINEERING CONTRACT FOR HOPEWELL WEST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site now known as Hopewell, including redevelopment of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, in Resolution 23-37, the RDC approved the original preliminary engineering contract with Crossroad Engineers, PC to design improvements for Hopewell West, including the new portion of Jackson Street, for an amount not to exceed \$606,640.00, and the RDC approved a first amendment to the agreement in Resolution 24-53 in a total amount not to exceed \$794,140.00; and
- WHEREAS, an amended scope of work to the contract is needed to add additional surveying, which will allow for accurate tie-in with the newly constructed Hopewell East improvements; and
- WHEREAS, City staff have negotiated an amended agreement with Crossroad Engineers to perform the Services (“Amended Agreement”), which is attached to this Resolution as Exhibit A. The not-to-exceed contract amount will increase by \$2,500 to a new total of \$796,640.00; and
- WHEREAS, the Board of Public Works will consider approval of the Amended Agreement with the terms above on November 4, 2024; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; additionally, this Project is eligible for reimbursement from the

\$1.8 million Regional Economic Acceleration and Development Initiative (READI) grant; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, reiterates that it serves the public’s best interests, and is an appropriate use of the Consolidated TIF funds.
2. The RDC hereby approves the Amended Agreement and authorizes the City of Bloomington to expend an amount not to exceed \$796,640.00 to pay for the Services, to be payable in accordance with the terms of the Amended Agreement (“Payment”).
3. The Payment authorized above may be made from the Consolidated TIF (Expanded Adam’s Crossing Area). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, Vice President

ATTEST:

John West, Secretary

Date

**THIRD ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR HOPEWELL WEST – JACKSON STREET
WITH CROSSROAD ENGINEERS, PC**

This Third Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC (“Agreement”) for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, and August 1, 2024 as follows:

1. See **Article 4. Compensation** and **Exhibit B Compensation**: The City shall pay CrossRoad Engineers, PC an amount not to exceed \$2,500.00 for the additional Engineering Services as described in Attachments 1 and 2. The not to exceed amount for the entire project shall be \$796,640. Exhibit B is hereby amended to add Attachments 1 and 2.
2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Second Addendum to be executed on the day and year last written below.

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Trent Newport, PE, LS
President

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____

Attachment 1

SCOPE OF SERVICES SUPPLEMENT NO. 2

The CONSULTANT shall be responsible for performing the following additional activities:

- A. Topographic Survey, Boundary, and Platting** – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ will survey recently completed Hopewell East project to ensure proper tie ins for the Hopewell West design.

- B. Road Design and Plan Preparation** – In general, this task involves updating the design and CAD models to tie in to as-built infrastructure.

The CONSULTANT will adjust completed design of all applicable roadway segments, geometry, and utility infrastructure to appropriately tie into the Hopewell East project.

Attachment 2

COMPENSATION SUPPLEMENT NO. 2

The CONSULTANT shall be paid for the following additional work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	
a. BRCJ Additional Survey – Hopewell East As-Built	\$1,500
B. Road Design and Plan Preparation	
a. Design Changes for Hopewell East As-Builts	<u>\$1,000</u>
Total Section	\$2,500



Construction Budget Template

*Please edit only the cells in white

Summary	Source	Amount
	READI	\$ 1,800,000.00
	Public	\$ 5,039,130.00
	Private	\$ -
	Add'l Federal	\$ 2,919,646.00
	Add'l State	\$ -
	Total	\$ 9,758,776.00

Project Information	
Region	Bloomington
Project Name	Hopewell - Jackson St. Design and Construction
Submitted By (Name)	John Zody, City of Bloomington
Email Address	john.zody@bloomington.in.gov

Category	Activity	Sources					Total
		READI	Public	Private	Add'l Federal	Add'l State	
Construction	Roadway Construction	\$ 703,360.00	\$ -	\$ -	\$ -	\$ -	\$ 703,360.00
	Utilities	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00
	Construction Inspection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Design	Engineering & Design	\$ 606,640.00	\$ -	\$ -	\$ -	\$ -	\$ 606,640.00
	Additional engineering for 60% Infrastructure Plans	\$ 154,000.00	\$ -	\$ -	\$ -	\$ -	\$ 154,000.00
	Additional engineering for S Rogers St Improvements	\$ 33,500.00	\$ -	\$ -	\$ -	\$ -	\$ 33,500.00
	Additional survey and engineering for tie-in with new construction	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total by Category	(Match) Hopewell branding and marketing - consolidated TIF	\$ -	\$ 82,500.00	\$ -	\$ -	\$ -	\$ 82,500.00
	(Match) Purchase agreement w/ IU Health (partial) - consolidated TIF	-	\$ 2,502,500.00	\$ -	\$ -	\$ -	\$ 2,502,500.00
	(Match) Master Planning Process - consolidated TIF	\$ -	\$ 410,000.00	\$ -	\$ -	\$ -	\$ 410,000.00
	(Match) 1st St. Reconstruction - consolidated TIF	-	\$ 2,030,025.00	-	\$ 2,919,646.00	-	\$ 4,949,671.00
	(Match) Kohr Administration Redevelopment - consolidated TIF	\$ -	\$ 14,105.00	\$ -	\$ -	\$ -	\$ 14,105.00
	Total by Category	\$ 1,800,000.00	\$ 5,039,130.00	\$ -	\$ 2,919,646.00	\$ -	\$ 9,758,776.00
	Grand Total	\$ 9,758,776.00					

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Jane Kupersmith, Andrew Cibor; Deb Kunce (JS Held)

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

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

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,824,734.00 \$37,984,850
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,455,000 \$31,615,115
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,739,311.38	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner’s Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$61,518.02	2024
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,708,466.23	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024
	6f. Construction COs 2-5	\$214,697.04	2024
	6g. Lighting Duke Energy	\$82,472.82	2024

7.	Hopewell East	\$17,840,770.01 \$18,000,885.86	June 2021 – Dec. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$160,115.85	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000 \$118,624.78	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	

	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$794,140.00 \$796,640.00	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

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

Resolution History:

2018

18-13	Project Review and Approval Form
18-17	Approval of Contract with Urban Land Institute
18-31	Approval of Agreement with IU Health for Purchase of Old Hospital Site
18-61	Approval of Funding for Phase 1 Environmental Assessment
18-85	Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
<u>2019</u>	
19-28	Approval of Funding for Due Diligence and Legal Fees
19-44	Approval of Third Amendment to Purchase Agreement
19-94	Approval to Keep Parking Garage
19-95	Approval of Fourth Amendment to Purchase Agreement
<u>2020</u>	
20-09	Approval of Amended Project Review Form
20-12	Agreement with Master Planner – SOM
20-79	Design Contract for 1st Street Reconstruction
20-86	Purchase Agreement for 413 W. 2nd Street
20-93	Approval of Phase II Assessment for 413 W. 2nd Street
<u>2021</u>	
21-32	Design Contract for Phase 1 East
21-45	Amended Project Review and Approval Form
21-80	Agreement for Naming and Branding Services
21-85	Addendum to 1st Street Design Contract
<u>2022</u>	
22-10	Amended Project Review and Approval Form
22-13	Sustainability Consultant Agreement – Guidon
22-30	Amendment to Purchase Agreement and Surrender Agreement
22-36	Approval of Agreement for Demolition – Renascent, Inc.
22-45	Approval of Agreement for Construction Inspection – REA
22-48	Agreement for Security Patrols
22-62	Approval of Addendum to SB Friedman Agreement
22-86	Addendum to Design Agreement with Shrewsbury
22-87	Change Order 1 for Phase 1 East Demolition - Renascent
22-95	Cassady Electric Lighting Relocation Phase 1 East
22-100	Duke Energy Utility Relocation
22-103	Funding for Hopewell Signs
<u>2023</u>	
23-15	Tree Removal – 1st Street Reconstruction
23-21	Addendum #2 to Design Contract for Phase 1 East
23-36	Amended Project Review and Approval Form
23-37	Preliminary Design Contract for Hopewell West – Crossroad
23-42	Construction Agreement for Phase 1 East – Milestone
23-45	Owner’s Representative Agreement – U3 Advisors
23-51	Parking Garage Assessment – CE Solutions
23-52	New Hopewell Website – Ten31
23-56	Amendment to Agreement for Security Patrols
23-61	Amendment to Agreement with J.S. Held
23-65	Amendment to add Phase I East Construction Change Order

- 23-68 Amendment to add Environmental Consulting to Phase I East
- 23-69 Second Amendment of Agreement for Security Patrols at Hopewell
- 23-70 Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
- 23-86 Purchase Single Solar Trailer for Cameras at Hopewell
- 23-87 Recommendation for Demolition of Blocks 8, 9, and 10
- 23-88 Third Amendment to Agreement for Security Patrols
- 23-89 VET Environmental for the Kohr Building
- 23-96 To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
- 23-97 Approval for Funding for Site Furnishings at Hopewell
- 23-98 The Green Engineer LEED ND Services Contract
- 23-113 Change Order Package #1 for the Hopewell East Project
- 23-114 Fourth Amendment of Agreement for Security Patrols at Hopewell
- 23-115 Approval of Hopewell Post-Closing Agreement
- 23-116 Approval of Project Review and Approval for 1st Street Reconstruction for Hopewell
- 2024
- 24-16 Approval of Secondary Plat for Hopewell East Project
- 24-17 Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
- 24-18 Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
- 24-19 Approval of Funding for Monitoring Service for Security Cameras at Hopewell
- 24-21 Fourth Amendment to Agreement for Security Patrols
- 24-25 Agreement with VET Environmental for 714 S Rogers Remediation
- 24-26 Repairs to Preserve Kohr Building for Redevelopment
- 24-32 Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
- 24-35 Approval of Change Order Package #2 for the Hopewell East Project
- 24-36 Approval of Hopewell West Secondary Plat
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers
- 24-49 Amended Project Review and Approval Form
- 24-50 Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
- 24-51 Change Order Package #3 for Hopewell East
- 24-52 Amended READI Grant Agreement for Hopewell West
- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1st Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West

- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Agreement for Public Art in Hopewell East with Jonathan Racek (Boonyama LLC)
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 24-70 Approval of Additional Funding for Site Furnishings for Hopewell East
- 24-71 Second Addendum to Agreement with VET for Environmental Services
- 24-74 Approval of Change Order Package #2 for 1st Street Reconstruction
- 24-79 Approval of Amended Design Agreement for Hopewell West

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____



Board of Public Works Staff Report

Project/Event: Amendment 3 to Consultant Contract with CrossRoad Engineers, PC. for Preliminary Engineering Services for the Hopewell West - Jackson Street Project

Petitioner/Representative: Engineering Department

Staff Representative: Kendall Knoke, Project Engineer

Date: 11/04/2024

Report: This project will subdivide the site of the former IU Health Bloomington Hospital and construct a new portion of S Jackson St, an alley, and improvements along S Rogers St primarily adjacent to the Kohr building. The project is funded by TIF funds for design and construction that are being reimbursed through the \$1.8 million Regional Economic Acceleration and Development Initiative (READI) Grant. The City has an existing preliminary engineering contract with Crossroad Engineers, PC with a not-to-exceed amount of \$794,140. This amendment will add additional survey work to the design contract scope to allow for accurate tie-in with the new improvements recently constructed for the Hopewell East project. The not-to-exceed contract amount will increase by \$2,500 to a new total of \$796,640. Construction of this project is anticipated to begin in 2025. The amended contract will be brought next to the City’s Redevelopment Commission (RDC) on November 4, 2024 for funding approval. Funding source = Adam’s Crossing Area Consolidated TIF 439-15-159001-53990.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval*	Anticipated 11/04/2024
Design Services Contract**	Current Item	11/04/2024
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	Fall/Winter 2025

*Funding for the original contract was approved by the RDC on 05/01/2023. Amended contract will be brought to the RDC on 11/04/2024 for approval of the additional funding

**Original Design Contract Approved 04/25/2023